

**SOFTWARE LICENSE AND SERVICES AGREEMENT RELATING TO  
AUTOMATED CASHIERING SYSTEM**

**THIS SOFTWARE LICENSE AND SERVICES AGREEMENT RELATING TO AUTOMATED CASHIERING SYSTEM** (the "Agreement") is made this 19<sup>th</sup> day of January, 2009, by and between Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the "County") and N. Harris Computer Corporation d/b/a Systems Innovators, a Division of N. HARRIS COMPUTER CORP., a Canadian corporation whose address is 1 Antares Drive, Suite 400, Ottawa, Ontario, Canada K2E 8C4, hereinafter referred to as (the "Contractor"), duly registered and authorized to conduct business in Washington State.

**Recitals**

Whereas,

The County, in its Auditor and Sheriff's Offices, has identified a need to automate its cashiering and payment functions to increase efficiency and accountability.

The Contractor has developed and owns certain proprietary software for use in Automated Cashiering and Payment Collections.

The County desires to obtain a license to use such software and have the Contractor develop certain modifications and enhancements for the County and provide ongoing support and maintenance services.

The Contractor desires to license such software to the County and perform the services on the terms and conditions set forth herein.

Now therefore, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

**1. Definitions**

1.1 **Final Acceptance** of the System shall occur only when: (a) the Contractor has provided to the County all Deliverables required to be provided to the County; (b) the Contractor provides to the applicable County Project Manager a written notice stating that all Material Defects have been corrected; and (c) the County notifies the Contractor in writing that all acceptance testing for the

System has been completed successfully in accordance with the Software Acceptance Plan and the terms of this Agreement. 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 Final Acceptance (under contract law or the Uniform Commercial Code of the State of Washington) of any portion of the System.

1.2 **Critical Defect** means any Defect that (a) severely impacts the County's ability to use the Software or the System or the Contractor's ability to provide Services, or (b) has a significant financial impact on the County.

1.3 **Custom Software** means those Deliverables that are classified as Custom Software, as well as the documentation related thereto.

1.4 **Defect means** (1) any failure of the Software to operate in accordance with the Documentation, Functional Specifications, or Performance Standards; and/or (2) any failure of the Contractor to perform the Services in accordance with the Service Level Standards.

1.5 **Deliverable** means the Software, Documentation, and Services to be delivered under this Agreement.

1.6 **Designated Computer System** shall mean the County's server platform and operating system environment which is operating the Software.

1.7 **Documentation** means collectively: (a) all of the written, printed, electronic, or other format materials published or otherwise made available by the Contractor 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 the Contractor 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 Software Acceptance Plan; and (c) any other Deliverable that is not Software. Documentation shall not include Source Code.

1.8 **Functional Specifications** shall mean those specifications to which the Software and the System shall conform as set forth Schedule H, attached hereto, Requirements Analysis Report and Implementation document incorporated herein by reference.

1.9 **License(s)** shall mean any license or licenses granted by the Contractor to the County under this Agreement.

- 1.10 **Material Defect** means Critical Defect and/or Medium Defects.
- 1.11 **Media** means physical media such as Compact Disk or DVD used to deliver the software to County.
- 1.12 **Medium Defect** means any Defect that substantially and adversely affects the County's ability to use the Software or the System or the Contractor's ability to provide services, even if an alternative temporary solution or workaround acceptable to County may be accomplished.
- 1.13 **Object Code** shall mean the binary machine-readable version of the Software.
- 1.14 **Performance Standards** means, collectively the warranties and performance standards set forth in the Warranty of Performance, Section 12 of this Agreement.
- 1.15 **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 the Contractor to the County under this Agreement.
- 1.16 **Service Level Standards** means the service level standards set forth in Section [12.4] and Exhibit 1 of Schedule D.
- 1.17 **Site** shall mean the County's facilities in Snohomish County, Washington.
- 1.18 **Software** means those Deliverables that are classified, in Schedule A as software, as well as the documentation, upgrades, maintenance releases, bug fixes or patches, and other modifications furnished by the Contractor or its subcontractors in the normal course of business; an exhaustive list of the Software is set forth in Schedule A.
- 1.19 **Proprietary Materials.** As used in this Agreement, "Proprietary Materials" means all products, devices, techniques, know-how, algorithms, procedures, discoveries or inventions, and all materials, texts, drawings, specifications, and other recorded information, in preliminary or final form and on any media whatsoever that are developed or prepared by the Contractor (whether solely or jointly with others) specifically for the County pursuant to this Agreement
- 1.20 **Software [or System] Acceptance Plan** shall mean that plan set forth in Schedule I, attached hereto and incorporated by reference.

1.21 **"Source Code"** means computer software in the form of source statements for the Software (excluding all Third Party Software) and 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.

1.22 **System** means the Deliverables to be installed and integrated so as to be operational at the County Site.

1.23 **Warranty Period** means a period of twelve months from the date of Software installation, during which time the Contractor shall correct any errors or malfunctions reported to the Contractor by the County in accordance with Section 13 of this Agreement. Warranty DOES NOT include Support and Maintenance Services including Help Desk, Response Time or Service Level guarantees, Software Upgrades and/or New Features as described in Schedule D, attached hereto and incorporated by reference.

## 2. **Scope of This Agreement.**

2.1 **Scope.** This Agreement defines the terms and conditions under which the Contractor will design, develop, integrate, deliver, install, train, and support the Software and other Deliverables.

2.2 **Turn-key Basis.** The parties acknowledge that the performance by the Contractor of its obligations under this Agreement is to be done on a "turn-key" basis." This expression is understood to mean that the Contractor is fully responsible, pursuant to the terms and conditions of this Agreement, for the delivery of the Deliverables in full conformity with the terms and conditions hereof, and that the Deliverables shall function in conformity with the performance criteria stipulated herein upon delivery, upon Acceptance of the System, throughout the Warranty Period, and throughout the term of the ongoing Support and Maintenance Services.

## 3. **Software and Services.**

3.1 **License Grant.** Subject to the terms and conditions of this Agreement, the Contractor hereby grants to the County a nonexclusive, non-transferable and perpetual license to use the Software and Documentation on the Designated Computer System.

3.1.1 Any License granted under this Agreement permits the County to:  
(i) use the Software for its municipal and corporate purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the County deems

necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the County shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality.

- 3.1.2 Except as expressly provided herein, the County may not give away, rent, lease or otherwise sell, sublicense, distribute or transfer the License granted under this Agreement without the prior written consent of Contractor.
- 3.1.3 The Software furnished by Contractor shall be in machine-readable form and may be copied in whole or in part by County for use on the Designated Computer System.
- 3.1.4 The County agrees that the original copy of all Software furnished by Contractor and all copies thereof made by County are and at all times remain the sole property of Contractor.

**3.2 Ownership.** The County will be the exclusive owner of all Proprietary Materials including Custom Software which are developed or prepared by the Contractor specifically for the County pursuant to this Agreement. To the extent permitted under the U.S. Copyright Act (17 USC §101 et seq., and any successor statute thereto), the Proprietary Materials will constitute "works made for hire," and the ownership of such Proprietary Materials will vest in the County at the time they are created.

All materials and documents which were developed or prepared by the Contractor for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of the Contractor. The Software and related materials supplied by Contractor are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and related materials supplied by Contractor remain with Contractor. Use of the Software and related materials supplied by Contractor is subject to the applicable copyright laws and the express rights and restrictions of this Agreement. Any rights not expressly granted herein are reserved. County may not remove any copyright, trademark or other proprietary notices from the Software and related materials supplied by Contractor.

### **3.3 Derivation, Modification and Copyright**

- 3.3.1 The County agrees that it will not, except as otherwise expressly provided in this Agreement or except, as required by Washington state law or lawful court order, or as dictated by County's standard

computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Software or other proprietary information in any form. The County agrees that it will not copy or otherwise reproduce the Software and that any additional copies as are reasonably necessary for the use of the Software shall be provided to the County through the issuance of additional Licenses at the Contractor's then current charges. Notwithstanding the foregoing, the County shall have the right to release such Software or proprietary information as required by court order provided that, if permitted, reasonable notice shall be given to the Contractor and the County shall cooperate with any effort by the Contractor to quash or limit any subpoena.

**3.4 Non-Employees.** If any individual or entity who is not a direct employee of Contractor performs or otherwise participates in any Services, Contractor 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 Proprietary Materials. Upon the County's request, Contractor will provide the County with copies of all such assignments.

**3.5 Further Acts.** Contractor, 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 Proprietary Materials.

**3.6 Use.** Except as required for Contractor's performance of the Services or as authorized in writing by the County, Contractor will not use, disclose, publish or distribute any Proprietary Materials except as may be required by court order or other judicial process. Contractor will hold all Proprietary Materials in trust for the County and will deliver them to the County upon request and in any event upon the expiration or termination of this Agreement.

**3.7 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 without the prior written approval and direction of the Contractor.

**3.8 Service Level Standards.** The Contractor shall provide the Software Support and Maintenance Services according to the performance criteria and Service Level Standards set forth in Schedule D, provided that the County shall pay the annual Support and Maintenance Fee.

**3.9 Required Programs.** The County acknowledges that the use of the Software requires that the County obtain and install additional required software programs (the "Required Programs"), as detailed in the attached Schedule "A",

and the County agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The County further acknowledges that the operation of the Software requires the County's hardware to be of sufficient quality, condition and repair, and the County agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense.

### **3.10 Additional County Obligations**

- 3.10.1 The County shall install all corrections and/or maintenance releases within a reasonable period of time of the County's notification from the Contractor to the County of its availability to do so. However, any fix or correction or maintenance designated as "critical" by the Contractor shall be implemented by the County within thirty (30) days of notification to the County by the Contractor of its availability.
- 3.10.2 The County shall notify the Contractor of suspected defects in any of the Software supplied by the Contractor. The County shall provide, upon the Contractor's request, additional data deemed necessary or desirable by the Contractor to reproduce the environment in which such defect occurred.
- 3.10.3 The County shall allow the use of online diagnostics on the Software supplied by the Contractor to the County, if required by the Contractor during problem diagnosis, PROVIDED, that such access is conditioned on the Contractor's agreement that it will abide by the County's access policies. The County shall provide to the Contractor, at the County's expense, access to the Designated Computer System via the County's firewall to communications software (e.g. CITRIX RDP).
- 3.10.4 The County shall ensure that its personnel are educated and trained in the proper use of the Software in accordance with applicable Contractor's manuals and instructions. If the County's personnel are not properly trained as mutually determined by the County and Contractor, the County agrees that such personnel will be trained by the Contractor or County within fifteen (15) days of such determination. If the County desires the Contractor to perform the required training then the Contractor shall be compensated in accordance with Contractor's current services rates inclusive of any negotiated discounts.
- 3.10.5 The County shall establish proper backup procedures necessary to replace critical County data in the event of loss or damage to such data from any cause.

3.10.6 The County may be requested to provide the Contractor with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

3.10.7 The County shall have the sole responsibility for:

3.10.7.1 The performance of any tests it deems necessary prior to the use of the Software.

3.10.7.2 Assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.

3.10.7.3 Implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.

3.10.7.4 Timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Contractor's Software.

#### **4. Additional Contractor Obligations**

4.1 Contractor shall at all times during the term of this Agreement, and for a period of six (6) years thereafter maintain current registration with the Washington State Secretary of State

#### **5. Term of Agreement**

5.1 **Term of Agreement.** The initial term of the Agreement shall commence upon execution and continue for five (5) year(s) unless terminated as provided in Section 5.2 with thirty (30) days written notice, and may be extended by the County for five (5) additional one (1) year option terms, provided, however, that the County's obligations after December 31, 2009, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with the Snohomish County Charter and applicable law. Each additional option must be provided in writing, subject to termination as provided in this Agreement.

5.1.1 The Warranty Period begins upon installation of the Software and shall continue for twelve (12) months. During the warranty period the Contractor covenants that it will make corrections of program malfunctions which are reported in writing to the Contractor during the Warranty Period and which are necessary for the Software to conform to this Agreement

5.1.2 Support and Maintenance Services shall commence upon the earlier of a) one hundred eighty (180) days from the date of signing of this Agreement and b) acceptance of installation of the Software



and shall continue throughout the term of the Agreement, provided that the County shall pay the annual Support and Maintenance Fee.

- 5.1.3 The maximum term for this Agreement, consisting of the initial term and all option term(s), is ten (10) years from Acceptance unless extended by written agreement signed by all parties.
- 5.1.4 Notwithstanding termination of this Agreement for any reason, the Software License granted in this Agreement shall be perpetual, unless terminated pursuant to the terms hereof

## 5.2 Termination.

5.2.1 **Termination for Default by Contractor.** If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may terminate the Agreement if the Contractor has not cured following a thirty (30) day written notice of default to the Contractor sent certified mail, return receipt requested. The County may, at its option, terminate the part of this Agreement relating to the provision of Services and licensed Software that relates to the default. In such case, the Contractor shall only be paid for work delivered and accepted, or work performed in accordance with the manner of performance set forth in the Agreement. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued as a Termination for Convenience.

5.2.2 **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 the Contractor. After receipt of a Notice of Termination, and except as directed by the County, the Contractor 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, the Contractor shall be entitled to payment for all Software installed and all actual work satisfactorily performed up to the date of termination at unit contract prices for completed items of work and an equitable portion thereof for partially completed items, but shall not be entitled to payment for loss of anticipated profit on deleted or uncompleted work. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor 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.

- 5.2.3 **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 the Contractor written notice prior to the end of the current fiscal period that non-allocation of funds is probable and provides a Notice of Termination within fourteen (14) days after the end of the fiscal period. Upon receipt of County's notice that non-allocation of funds is probable, Contractor may stop work at the end of the current fiscal period without penalty.
- 5.2.4 **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.
- 5.2.5 Within thirty (30) days after discontinuance or termination of the Agreement, the County shall deliver to Contractor the Software and all copies thereof in whichever form, including partial copies which may have been modified by County or Contractor. Alternatively, the Software and other related materials may be disposed in accordance with written instructions from Contractor. Upon prior written authorization from Contractor, County may be permitted for a specific period after the termination of the License to retain one copy of certain materials for record purposes.

## 6. **Acceptance Testing.**

6.1 Within ten (10) days of the Contractor providing notice to the County that the System has been installed and County personnel have been trained in accordance with the Agreement, the County shall begin the acceptance testing process at the County Site according to the Software Acceptance Plan, see Schedule I.

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

6.3 If the County Accepts the Work, the County will send a notice of Acceptance to the Contractor.

6.4 If County determines that the Work is not acceptable, the County shall notify the Contractor in writing, describing the deficiencies.

6.5 The Contractor shall either provide a detailed, written plan to achieve Acceptance or to make corrections or replacements within a mutually agreed upon time with no charge to the County. The parties shall mutually agree on a start date for beginning another Acceptance testing period.

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

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

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

## **7. Price and Payment.**

7.1 The Sub-Total Contract Amount for Software, Services and Support over the five (5) year term is \$98,843.83 as stated in the schedule of payments described in Schedule C, attached hereto and incorporated herein. In addition the County will pay \$4,957.64 in applicable Washington State Sales/ Use tax. Therefore, the Grand Total contract amount including the applicable sales/ use tax is \$103,801.47. The County shall pay the Contractor for the Deliverables required to be provided by the Contractor through the end of the Warranty Period as defined in Schedule F and Schedule G: Statement of Work. Annual recurring charges for Support and Maintenance Services in years 1 through 5 shall not exceed a total of \$30,703.83 as defined in Schedule D.

7.2 Where the Contractor requires payments by the County, payment shall be based upon billings, supported by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Schedule C or approved in writing in advance by the official executing this Agreement for Snohomish County, (hereinafter referred to as the "Contracting Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

7.3 The County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly in arrears, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Schedule F. Payment shall be made on a Net Thirty (30) Day basis. This is a "Fixed-Price" contract based upon the Deliverables identified in Schedule G: Statement of Work.

7.4 **Dispute.** Should the County dispute any of the charges on its monthly invoice, it shall notify Contractor of such disputed charges in writing. The notice shall set forth all details concerning the disputed charges and reasons for the dispute. The Contractor and the County shall attempt in good faith to resolve any objection to the invoiced amount prior to the payment due date. If agreement cannot be resolved 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 the Contractor, the Contractor shall re-invoice the disputed amount owed then, including interest at the rate of one percent (1%) from the original due date, and the County shall pay all amounts agreed or found to be owing to the Contractor within thirty (30) days of the date of the reissued invoice.

7.5 Each license granted hereunder may be cancelled by the Contractor if the County is in default in payment of any amount due the Contractor for a period of sixty (60) days. However, this provision shall not apply to amounts which have been "disputed" in accordance with Section 6.4 of this Agreement.

8. **Software Support and Maintenance Services.** The Contractor shall provide Software Support and Maintenance Services under the terms and conditions of the Support and Maintenance Agreement attached hereto as Schedule "D" and incorporated herein (the "Support and Maintenance Agreement"). The Support and Maintenance Agreement shall apply in respect of the ongoing services and support to be provided by the Contractor to the County. Notwithstanding the ongoing application of the Support and Maintenance Agreement, the terms and conditions of this Agreement, insofar as they relate to the Software and the Documentation and the rights and obligations of the parties with respect thereto, shall continue to apply and the Support and Maintenance Agreement is not intended to, nor will it, apply to the exclusion of this Agreement. Contractor shall have no obligation under this Agreement to render any support and maintenance services or related services with respect to non-Contractor software, except as contracted for in writing with the County.

9. **Confidentiality.**

9.1 **Confidential Data.** The Contractor 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 RCW (the Public Disclosure Act). The Contractor shall use its best efforts: (1) not to, at any time, disclose or disseminate confidential data provided by the County to the Contractor to any other person, firm, organization, or employee who does not need to obtain access thereto consistent with the Contractor'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 the Contractor, or provided access to the County's

data for any reason, protect the County's confidential data against unauthorized use, dissemination, or disclosure. The Contractor'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.

9.2 The County acknowledges that the Software contains proprietary and confidential information of the Contractor which shall, at all times, remain the property of the Contractor.

9.3 The County will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of the Contractor will remain on the Software in machine-readable form. The County will take the same care to safeguard the Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.

9.4 No third party, other than duly authorized agents or employees of the County authorized pursuant to the Licenses issued hereunder, shall have access to or use of the Software.

9.5 In order to assist the Contractor with the protection of its proprietary rights with respect to the Software and to enable the Contractor to ensure that the County is complying with its obligations with respect to the proprietary nature and confidentiality of the Software, the County shall permit the Contractor to visit during normal business hours any premises at which the Software is used and shall provide the Contractor with access to such Software.

## **10. Public Disclosure**

10.1 In the event that the County receives a request pursuant to the Public Records Act to disclose the Contractor's Software, Documentation or other information identified by the Contractor in writing as confidential, the County's sole obligations shall be to: 1) notify the Contractor within five (5) business days 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 will not withhold requested records beyond the ten (10) 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 the Contractor initiates legal proceedings, or the County initiates legal proceedings or withholds requested records at the Contractor's request, the Contractor shall indemnify and hold the County harmless against all loss, cost, and expense, including reasonable attorney's fees, relating to the proceedings and/or withholding of the records. The County shall not be liable to the Contractor for any loss, cost or expense relating to disclosure of requested

records if the Contractor fails to obtain legal protection against disclosure and the County releases the records in good faith.

10.2 Contractor 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 Contractor's breach of this provision.

## 11. **Reproduction of Documentation and Object Code**

11.1 **Documentation.** The County shall have the right, at no additional charge, to reproduce solely for its own internal use, all Documentation furnished by the Contractor pursuant to this Agreement regardless of whether such Documentation is copyrighted by the Contractor. All copies of Documentation made by the County shall include any proprietary notice or stamp that has been affixed by the Contractor. Contractor 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.

11.2 **Object Code.** The County may reproduce one copy of the Object Code, at no additional charge, solely for back-up or archival purposes. The County may also reproduce one copy of the Software in object or executable form for their use in their development and test system.

12. **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.

### 12.1 **Warranty of Performance**

Contractor warrants to County that the software, material and services to be provided and/or rendered will be of the kind and quality referred to in the Contractor manuals and other documentation provided. County's sole recourse in the event the Software does not conform to the applicable documentation is the repair and replacement of the Software. The Contractor warrants to the County that the Software will perform as described if the Software is properly used in accordance with the Contractor's instructions. This warranty is void if the County or any other third party changes or modifies the Software. Examples of such changes or modifications include, but are not limited to, data modifications from third party software, the de-compiling and modifying of the source code, and tampering with the base set-up of the system.

12.2 **Intellectual Property Rights.** The Contractor warrants: (a) that it has the full right, authority and power to enter into this Agreement and to grant to the County the Licenses and rights conveyed by this Agreement; and (b) that the

Software is an original work of authorship and does not infringe the intellectual property rights of others.

**12.3 Corrections.** The Contractor covenants that it will make corrections of program malfunctions which are reported in writing to the Contractor during the Warranty Period and which are necessary for the Software to conform to this Agreement. The County agrees to allow the Contractor the opportunity to make repeated efforts within a reasonable time to correct programming errors or malfunctions as warranted in this Agreement. Contractor agrees that program malfunctions that result in an inoperable system resulting in a financial impact to the County, or inefficient work-around, will be given its highest priority with the problem corrected as soon as practicably possible using its experienced and knowledgeable resources. The Contractor will strive to have any and all malfunctions resolved within no more than thirty (30) calendar days.

**12.4 Services.** The Contractor represents and warrants to the County that it shall perform the Services and provide the Deliverables required by this Agreement in a workmanlike manner, in accordance with the 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.

**12.5 Documentation.** The Contractor represents and warrants to the County that it has provided to the County all Documentation for the Software and the System and that such Documentation is detailed and complete and accurately describes the functional and operational characteristics of the Software and the System. The Contractor further represents and warrants that it will provide to the County updated versions of all such Documentation when it provides updates and other required Maintenance Services as per the Support and Maintenance Agreement (Schedule "D") 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 from the Contractor.

**12.6 Compatibility.** Contractor warrants 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 and defined in Schedule H: Specifications.

**12.7 Future Compatibility.** Contractor warrants that all updates, upgrades, and revisions to the Software furnished hereunder will be implemented in such a

manner as to maintain 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 and with materially equivalent performance. In creating and delivering Support, Maintenance and other Services, Contractor shall use its best efforts to avoid the need of the County to purchase new or additional hardware or software for continued operation of the Software or the System.

**12.8 Software Obsolescence.** The Contractor acknowledges that the County is making a significant resource commitment in order to acquire the Software and that the County does not want to move involuntarily to a new system [*at a later date OR prior to a specified date*]. Having acknowledged the foregoing, the Contractor represents and warrants to the County that it will continue to enhance the Software (meaning adding new features and functionality, in addition to ordinary course defect corrections), as long as the County continues to receive Maintenance and Support Services from the Contractor.

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

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

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

**12.12 Media.** Contractor warrants that through the period ending 90 days from the date of Delivery that the media used to store and deliver the Software to the Customer 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, the Contractor shall replace the defective media. Defective media shipped to the Contractor with a shipping date within the warranty period will be replaced at no charge including shipping.

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

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

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

**12.16 Regulatory Requirements.** [if applicable] Contractor represents and warrants to the County that the Software meets and satisfies all Regulatory Requirements. Contractor further warrants that the Contractor, its employees, agents, and subcontractors shall comply with the Regulatory Requirements.

**12.17 No Other Warranties.** The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, the Contractor does not represent or warrant and the County acknowledges that there are no further representations or warranties

### **13. Indemnification.**

**13.1 General Indemnification.** The Contractor 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 the Contractor, Contractor's employees, agents, or subcontractors, whether by negligence or otherwise.. Contractor shall not be responsible for any damages or liability to the extent that such damages or liability results from the sole negligence or from the gross negligence or willful misconduct of the County, its officers, agents and employees.

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor 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 the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

### **13.2 Patent and Other Proprietary Rights Indemnification.**

**13.2.1 Indemnification.** Contractor 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, the Contractor shall, at the County's option and at no charge to the County, and in addition to the County's other rights and remedies, (a) secure for the County the right to continue using the Software as allowed under this Agreement, (b) 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 (c) refund to the County all amounts paid by the County for the Software.

**13.2.2 Exclusions.** Notwithstanding the foregoing, the Contractor will not be obligated to indemnify the County to the extent that an infringement or misappropriation claim is based upon (i) use of the Software in breach of this Agreement, if such infringement or

misappropriation would not have occurred but for such breach; (ii) use of the Software in combination with other products not supplied or recommended by the Contractor or specified by the Contractor as being compatible with the Software, if such infringement or misappropriation would not have occurred but for such combined use; (iii) 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 (iv) any modification of the Software made by the County (other than at the Contractor's direction), if such infringement or misappropriation would not have occurred but for such modification.

#### **14. Remedies and Liabilities**

14.1 Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

14.2 The County and the Contractor recognize that circumstances may arise entitling the County to damages for breach or other fault on the part of the Contractor arising from this Agreement. The parties agree that in all such circumstances the County's remedies and the Contractor's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

14.2.1 EXCEPT FOR (a) THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER SECTION 14 OF THIS AGREEMENT, (b) THE CONTRACTOR'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, OR (c) DAMAGES ARISING OUT OF THE CONTRACTOR'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE CONTRACTOR'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: 1) TWO (2) TIMES THE FEES PAYABLE TO THE CONTRACTOR AS PROVIDED FOR HEREIN, OR 2) THE ACTUAL AMOUNTS RECEIVED BY THE CONTRACTOR DURING THE TERM OF THIS AGREEMENT PRECEDING THE EVENT CAUSING SUCH DAMAGES.

14.2.2 NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND INCLUDING LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES.

14.2.3 CLAUSES (14.2.1) AND (14.2.2) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

**15. Insurance.**

**15.1 No Limitation.** Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by insurance or to limit the County's recourse to any remedy available at law or in equity; except to the extent of actual defense, indemnification, and payment to the County under the terms of a required insurance policy.

**15.2 Minimum Scope of Insurance and Limits.** The Contractor shall obtain and maintain continuously and for the duration of the Agreement, and for three years following termination, the following insurance:

15.2.1 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.

15.2.2 Workers' Compensation Coverage as required by the Industrial Insurance laws of the State of Washington. The Contractor's obligation shall extend to itself and any subcontractors working on behalf of the Contractor 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 the Contractor, its employees, consultants, or subcontractor that might arise under the Washington State Industrial Insurance laws.

15.2.3 Professional Technical Liability insurance appropriate to the Contractor'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 the Contractor shall maintain coverage for the duration of the Agreement

**15.3 Other Insurance Provisions.** The required Commercial General Liability Insurance and Professional Technical Liability policies shall meet the following requirements:

- 15.3.1 The Contractor'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.
- 15.3.2 The Contractor's insurance coverage shall be primary insurance with respect to the County. Any insurance or self-insurance coverage maintained by the County shall be excess of the Contractor's insurance and shall not contribute with it. The County reserves the right to receive a certified copy of required insurance policies and to approve any deductible.
- 15.3.3 The Contractor'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.
- 15.3.4 Contractor shall furnish the County with certificates of insurance and a copy of the amendatory additional insured evidencing the insurance requirements of the Contractor before commencement of the work. The County reserves the right to receive a certified copy of required insurance policies and to approve any deductible.

**16. Obligations that Survive Termination.** In addition to any other specific provisions that so state, the parties recognize and agree that their obligations under Sections 7 (Price and Payment), 9 (Confidentiality), 10 (Public Disclosure), 13 (Indemnification), 14 (Remedies and Liabilities) 18 (Assignment and Transfer), 19 (Independent Contractor), 21 (Compliance with Laws), 23 (Governing Law and Venue), 24 (Applicability of Uniform Commercial Code), 25 (No Waiver), 27 (Covenant of Good Faith), 29 (Third Party Beneficiaries), 30 (No Construction Against Drafter), and 32 (Access to Books and Records) of this Agreement survive the cancellation, termination, or expiration of this Agreement.

**17. Amendments.** This Agreement may be modified or amended in writing, if the writing is duly executed by authorized representatives of both parties.

**18. 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 Contractor 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.

19. **Independent Contractor.** All work performed by the Contractor in connection with the Software and/or Services described in this Agreement shall be performed by the Contractor as an independent contractor and not as the agent or employee of the County. All persons furnished by the Contractor shall be for all purposes solely Contractor's employees or agents and shall not be deemed to be employees of the County for any purpose whatsoever. The Contractor 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. The Contractor shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, such as employment, Social Security, and other payroll taxes including applicable contributions from such persons when required by law.

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

21. **Compliance with Laws.** The Contractor each shall with all applicable federal, state, county and local laws, ordinances, regulations, and codes including, but not limited to, it's obligations as an employer with regard to the

health, safety, and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections in the Contractor's performance of this Agreement.

22. **Security, Access, and Safety Requirements.** The Contractor 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.

23. **Governing Law and Venue.** The validity, construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Washington, except as to its principals of conflicts of laws, and the parties hereto irrevocably submit to the exclusive venue of the Superior Court, Snohomish County, Washington to resolve any disputes arising hereunder or related hereto, except that the County may waive the exclusive venue provision and submit a dispute to any state superior court or federal district court of competent jurisdiction in the State of Washington.

24. **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.

25. **No Waiver.** No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Agreement, nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically provided in writing and signed by an authorized representative of the County..

26. **Force Majeure.** Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, civil or military authority, act of God, or other similar causes beyond its control. If any party is rendered unable, wholly or in part, by such a force majeure event to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Agreement, including Termination for Default. Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall

receive no less priority in respect to such allocation than any of the Contractor's other customers.

27. **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.

28. **Time is of the Essence.** The parties acknowledge that the performance by the Contractor and the County of their obligations hereunder is to be done on a "time is of the essence" basis. This expression is understood to mean that the Contractor and the County are to deliver their respective Deliverables per mutually agreed delivery dates defined in Schedule B.

29. **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the County and the Contractor. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this Agreement. The foregoing notwithstanding, the Parties acknowledge and agree that [list exception] is the intended third-party beneficiary of this Agreement and, as such, [list exception] is entitled, subject to the terms and conditions of this Agreement, to all remedies entitled to third-party beneficiaries under law.

30. **No Construction against Drafter.** The parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

31. **Notices.** All notices, demands, or other communications herein provided to be given or that may be given by any party to the other under this Agreement shall be deemed to have been duly given when made in writing and delivered in person or upon the date of recorded receipt if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, as follows:

Snohomish County:

Contractor:

Information Services Department Attn: Pat Scattaregia, TCA 7 <sup>th</sup> Floor County Admin. Building East M/S 709 3000 Rockefeller Ave. Everett, WA 98201 Tel: (425) 388-3103	System Innovators Attn: Jim Simak, General Manager 10550 Deerwood Park Blvd. Suite 700 Jacksonville, FL 32256 Tel: 800.963-5000 Fax: 904.998.2074
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or to such address as the parties may provide by notice to each other from time to time.

**32. Access to Books and Records.** The Contractor 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 the Contractor related to the performance of this Agreement. The Contractor shall maintain such books and records for this purpose for no less than six (6) (Jim, six years coincides with Washington State Retention laws.) years after the termination or expiration of this Agreement.

**33. Source Code Escrow.** Contractor 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 the Contractor (the "Escrowed Material") into an escrow account with an escrow agent, subject to the terms of a software escrow Agreement that must be acceptable to the County. The Contractor shall update these copies within forty-five (45) calendar days of each major product release and semi-annual maintenance update versions installed in the County System. The Contractor will provide the Escrowed Material as required herein before Acceptance. The County may access the Escrowed Material upon the occurrence of any one of the following instances of default:

- 33.1 Contractor ceases its ongoing business operations;
- 33.2 Contractor suffers any act of insolvency or bankruptcy;
- 33.3 Contractor 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.

To the extent escrow fees are charged by the Escrow Agent to the Contractor on a per licensee basis or are otherwise charged in such a manner so as to be reasonably allocable to the County, the County shall pay such fees charged by the Escrow Agent for performing its obligations under this Section. The Contractor shall use its commercially reasonable efforts to negotiate the best possible fee structure with the Escrow Agent. The Escrow Agent may charge a one-time annual fee or a fee based on the number of beneficiaries entitled to access the Source. In either case, the Contractor shall be entitled to pass on to the County any fees relating to the Escrow Agent reasonably attributable to the County, provided that the County remains entitled to access the Source pursuant to this Section

34. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Agreement. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain valid and binding.


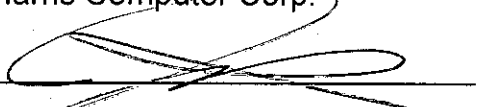
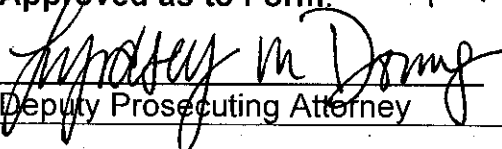

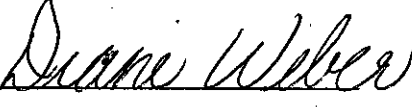
35. **Incorporation of Exhibits and Schedules.** Schedules and Exhibits referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

36. **Entire Agreement and Order of Precedence.** This written Agreement, its corresponding Schedules, RFP-13-08 and Contractor's response to RFP-13-08, constitute 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. In the event of any conflict between this Master Document and any of the attached Schedules, the precedence of documents shall be as follows:

- a) Software License and Services Agreement Relating to Automated Cashiering System Contract
- b) Schedules A through I
- c) Contractor's response to RFP-13-08
- d) RFP 13-08

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

<b>COUNTY OF SNOHOMISH:</b>  <b>MARK SOINE</b> Deputy Executive Jm 1/19/10	<b>CONTRACTOR:</b> System Innovators, A Division of N. Harris Computer Corp. 
By: Aaron Reardon Snohomish County Executive	By: Jim Simak Title: General Manager & EVP
<b>Approved as to Form:</b> 11/17/09  Deputy Prosecuting Attorney	 Attorney for System Innovators
<b>Reviewed by Risk Management:</b> APPROVED <input checked="" type="checkbox"/> OTHER ( ) Explain. Signed:  Date: 11-18-09	

<b>COUNCIL USE ONLY</b>	
Approved:	1-13-10
Docfile:	D-11

**AUTOMATED CASHIERING SYSTEM**

**CONTRACT SCHEDULES**

**SYSTEM INNOVATORS, a Division of  
N. HARRIS COMPUTER CORPORATION**

**- and -**

**SNOHOMISH COUNTY,**

**Corporate Headquarters:  
N. Harris Computer Corp. Inc.  
1 Antares Drive, Suite 400  
OTTAWA, ONTARIO  
K2E 8C4**

**Business Division:  
System Innovators  
10550 Deerwood Park Blvd, Suite 700  
Jacksonville, Florida USA  
32256**

**Schedule "A"**  
**Description of Software**

**Software (provided by "CONTRACTOR")**

- iNovah Cashiering Software, Enterprise License – 100,000 annual receipt volume
- Cayenta G/L Export Interface

**Required Programs (provided by "COUNTY")**

- Microsoft Windows 2003 Server operating systems for the iNovah web application and database server
- Microsoft SQL Server 2005 database management system for the iNovah Consolidated Database
- Microsoft Windows XP operating systems for the iNovah client workstations
- Microsoft Windows Internet Explorer 6 or 7 for the iNovah client workstations
- Appropriate network software for TCP/IP network connectivity between all iNovah servers and workstations

## Schedule "B"

### Implementation Process and Timetable

#### Estimated Project Schedule

Phase	Task Name	Duration	Start	Finish	Location	Responsible
	<b>Snohomish County iNovah Project</b>	<b>54 days</b>				
<b>1</b>	<b>Phase I - Integration</b>	<b>25 days</b>				
1.1	<b>Prepare Snohomish County TEST Environment for iNovah</b>	<b>5.5 days</b>	<b>1/18/2010</b>	<b>1/22/2010</b>		
1.1.1	Provide HW and System Requirements				at Snohomish	SI
1.1.2	Prepare Server Environment at Snohomish				at Snohomish	Snohomish
1.1.3	Prepare Reporting Environment at Snohomish				at Snohomish	Snohomish
1.1.4	Prepare Workstation Environment at Snohomish				at Snohomish	Snohomish
1.1.5	Establish Remote Access				at Snohomish	Snohomish
1.2	<b>Review Implementation Document and Project Plan</b>	<b>10 days</b>	<b>1/18/2010</b>	<b>2/1/2010</b>		
1.2.1	1st Draft of Implementation Specification - Development Spec				remote	SI / Snohomish
1.2.2	Project Plan Update				remote	SI / Snohomish
1.3	<b>Base iNovah Software</b>	<b>2 days</b>	<b>1/25/2010</b>	<b>1/28/2010</b>		
1.3.1	Create FTP site user / directory				remote	SI
1.3.2	Place Prerequisites and Setup files on FTP				remote	SI
1.3.3	Pull back files to Web Server				remote	Snohomish
1.3.4	Provide Installation Guide				remote	SI
1.3.5	Install Base iNovah SW				remote	SI / Snohomish
1.4	<b>System Training</b>	<b>2 days</b>	<b>1/27/2010</b>	<b>1/28/2010</b>		
1.4.1	Provide Training Outline and Guides				remote	SI
1.4.2	Training - Payment Process / Cashier Balancing				remote	SI / Snohomish
1.4.3	Training - System Configuration				remote	SI / Snohomish
1.4.4	Training - Queries / Reports				remote	SI / Snohomish
1.5	<b>Configuration and Setup</b>	<b>15 days</b>	<b>2/1/2010</b>	<b>2/19/2010</b>		
1.5.1	<b>SI Onsite</b>	<b>4 days</b>	<b>2/1/2010</b>	<b>2/5/2010</b>		
1.5.2	<b>Auditor</b>					
1.5.2.1	Setup Payment Types / Allocations				at Snohomish	SI / Snohomish
1.5.2.2	Setup Offices, Banks, Tenders, Collection Points, Action Reasons				at Snohomish	SI / Snohomish
1.5.2.3	Setup User/Group Security				at Snohomish	SI / Snohomish
1.5.2.4	Setup Forms / Receipts / Validations				at Snohomish	SI / Snohomish
1.5.3	<b>Sheriff</b>					
1.5.3.1	Setup Payment Types / Allocations				at Snohomish	SI / Snohomish
1.5.3.2	Setup Offices, Banks, Tenders, Collection Points, Action Reasons				at Snohomish	SI / Snohomish
1.5.3.3	Setup User/Group Security				at Snohomish	SI / Snohomish
1.5.3.4	Setup Forms / Receipts / Validations				at Snohomish	SI / Snohomish
1.6	<b>Development - Cayenta GL Export</b>	<b>7 days</b>	<b>2/8/2010</b>	<b>2/16/2010</b>		
1.6.1	Finalize layout				at SI	SI / Snohomish
1.6.2	Coding				at SI	SI
1.6.3	Add custom fields				at SI	SI
1.6.4	Unit Testing				remote	SI
1.6.5	Deliver iNovah Custom Software				remote	SI
1.7	<b>Deliver 2nd Draft of Implementation Specification - Development</b>	<b>1.5 days</b>	<b>2/22/2010</b>	<b>2/23/2010</b>		
1.7.1	Review and Modification of Implementation Specification - Development Doc				remote	SI / Snohomish
1.7.2	Final Review of Implementation Specification - Development Spec				remote	SI / Snohomish
1.7.3	Sign Off of Implementation Specification - Development Spec				remote	Snohomish
<b>2</b>	<b>Phase II - Testing and Pre Go Live Preparation</b>	<b>25 days</b>				
2.1	<b>Preparation</b>	<b>6 days</b>	<b>2/24/2010</b>	<b>3/3/2010</b>		
2.1.1	Order Peripheral Hardware (printers)				at Snohomish	Snohomish
2.1.2	Develop Test Plan / Test Scripts				at Snohomish	Snohomish
2.2	<b>Acceptance Testing</b>	<b>18 days</b>	<b>3/3/2010</b>	<b>3/26/2010</b>		
2.2.1	<b>Prepare Testing environment</b>	<b>3 days</b>				
2.2.1.1	Verify access to iNovah Administration Portal				at Snohomish	Snohomish
2.2.1.2	Connect Peripherals to workstations				at Snohomish	Snohomish
2.2.1.3	Load Cashier Client on workstations				at Snohomish	Snohomish
2.2.2	<b>Execute Test Plan and Scripts</b>	<b>15 days</b>				
2.2.2.1	iNovah Administration Portal				at Snohomish	Snohomish
2.2.2.2	iNovah Cashier				at Snohomish	Snohomish
2.2.2.3	Perform End to End Testing				at Snohomish	Snohomish
2.2.2.4	Perform Parallel Testing				at Snohomish	Snohomish
2.2.2.5	Cayenta Export				at Snohomish	Snohomish
2.2.3	Final Custom iNovah SW Upgrade				remote	SI / Snohomish
2.2.4	Final Regression Testing				at Snohomish	Snohomish
2.3	<b>Prepare Snohomish County PRODUCTION Environment for iNovah</b>	<b>5.5 days</b>	<b>3/22/2010</b>	<b>3/29/2010</b>		
2.3.1	<b>Server Setup</b>	<b>3.5 days</b>				
2.3.1.1	Install iNovah Software				at Snohomish	Snohomish
2.3.1.2	Copy TEST Database to PRODUCTION				at Snohomish	Snohomish
2.3.1.3	Execute Cleanup Scripts against PRODUCTION DB				at Snohomish	Snohomish
2.3.1.4	Copy sysconfig.xml from TEST				at Snohomish	Snohomish
2.3.1.5	Verify web.configs				at Snohomish	Snohomish
2.3.1.6	Test Access to Web Application				at Snohomish	Snohomish
2.3.1.7	Test Access to Reports				at Snohomish	Snohomish
2.3.2	<b>Workstation Setup</b>	<b>2 days</b>				
2.3.2.1	Connect Peripherals to workstations				at Snohomish	Snohomish
2.3.2.2	Install iNovah Cashing Client				at Snohomish	Snohomish
2.3.2.3	Test Cashier Client Access				at Snohomish	Snohomish
<b>3</b>	<b>Phase III - Go Live</b>	<b>4 days</b>	<b>3/30/2010</b>	<b>4/2/2010</b>		
3.1	<b>End User Training</b>	<b>2 days</b>	<b>3/30/2010</b>	<b>3/31/2010</b>		
3.1.1	Auditor Department				at Snohomish	SI / Snohomish
3.1.2	Sheriff Department				at Snohomish	SI / Snohomish
3.2	<b>Onsite PRODUCTION Assistance</b>	<b>2 days</b>	<b>4/1/2010</b>	<b>4/2/2010</b>	at Snohomish	SI

**Schedule "C"**

**Fee Structure and Payment Schedule**

Note: Fees for Services listed below are based on best estimates of the number of hours of work required to complete the Services outlined in Schedule "G" to this Agreement. Accordingly, the total of such fees will increase or decrease as the number of actual hours worked is greater than or less than such estimates.

**Payment Schedule:**

- A. License Fee: Due upon Installation and Delivery of the Software .....\$25,000
- B. Consulting and Training Service Fees defined in SOW (per Schedule "G")  
\$35,640

Completed Milestone	Payment Amount
System Training	\$5,785
iNovah Configuration and Customization	\$12,500
Acceptance Testing	\$5,785
End-User Training	\$5,785
Go-Live	\$5,785

- C. Travel expenses shall be billed monthly as incurred, but shall not exceed\$ 7,500 total. The Contractor shall bill and receive payment in accordance with the County's Travel Expense Policy #1211, Appendix E., RFP-13-08.
- D. The first year Annual Support and Maintenance Fee of \$5,900 shall be invoiced upon installation and delivery of the iNovah software as referenced in "Implementation Process and Timetable". Subsequent year's maintenance and support fees shall be invoiced annually, sixty (60) days prior to the anniversary date of delivery as follows;.....

Year 1 Annual support and maintenance	\$5,900.00
Year 2 Annual support and maintenance	\$6,018.00
Year 3 Annual support and maintenance	\$ 6,138.36
Year 4 Annual support and maintenance	\$ 6,261.12
Year 5 Annual support and maintenance	\$6,386.35

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E. Third Party Fees (Invoiced upon Installation).....\$0



## Schedule "D"

### Support and Maintenance Agreement

This support and maintenance agreement (the "Support and Maintenance Agreement") between the Contractor and the County becomes effective the earlier of one hundred eighty (180) days from the date of signing of the Automated Cashiering System Master Contract or the date of delivery and installation of the Software.

Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Automated Cashiering System Master Contract.

1. Subject to the terms and conditions of this Support and Maintenance Agreement, Contractor shall provide support and maintenance services which include revisions, updates and enhancements to the Software and related materials under the Agreement.
2. Subject to the terms and conditions of this Support and Maintenance Agreement, Contractor shall provide software support via telephone and electronic mail during the hours of operation, all as described in Exhibit 1 hereto and in effect as of the date hereof, as such services may, at the discretion of Contractor, be modified or supplemented from time to time (provided that any changes generally apply to all licensees of Contractor). To enable the Contractor to provide effective support, the County will establish auto remote access based on remote access procedures compatible with Contractor's practices. For emergency situations occurring on Contractor's observed holidays, Contractor will be available to the County by pager number and electronic mail to provide support.

In consideration for the support services specified in Section 2, the County shall pay the five (5) year Support and Maintenance Fees of \$30,703.83 USD, invoiced annually as per Schedule C, Section D. Subsequent years maintenance and support fees will be invoiced annually, sixty (60) days prior to the anniversary end date. For the life of the Master Contract and Support and Maintenance Agreement (Schedule D), annual maintenance and support fees shall not be increased by more than two percent (2%) from the previous year's annual maintenance and support fee. If the County would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, in the initial year, that the Contractor issue a prorated invoice for the portion of the year remaining in said initial year. In addition to the Annual Support and Maintenance Fee, County shall reimburse Contractor for its direct expenses in accordance with the County's Travel Expense policy, #1211, Appendix E, RFP-13-08, for providing support services pursuant to this Agreement. All support services provided by the Contractor to County other than those specified in Section 2 (such as, but not limited to, on-site support), shall be provided to the County by the Contractor at the Contractor's then prevailing prices, hourly rates, including any negotiated discounts, policies and terms. For certainty, any updates of, or enhancements to, the Software will be made available to the County free of charge (with respect to the actual updates or enhancements), but all services provided by the Contractor with respect to such

updates or enhancements will be subject to the Contractor's then-prevailing prices, hourly rates, including any negotiated discounts, policies and terms, meaning that such then-prevailing prices will apply to matters such as set-up and training relating to such updates or enhancements.

3. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges.
4. The initial term of this Support and Maintenance Agreement shall be for five (5) years, annually renewable, beginning on the date determined in the opening paragraph of this Schedule D provided, however, that the County's obligations after December 31, 2009, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with the Snohomish County Charter and applicable law. The Support and Maintenance Agreement shall continue thereafter on an annual basis, unless terminated by either party upon giving to the other not less than thirty (30) days notice in writing prior to the end of any subsequent anniversary of such date. If the Support and Maintenance Agreement is terminated by the County, the County shall be entitled to retain the Software licensed to it as at the date of such termination, but it will relinquish its rights to receive upgrades of, or enhancements to, the Software, services for the Software.
5. Title to and ownership of all proprietary rights in the Software and all related proprietary information shall at all times remain with the Contractor, and the County shall acquire no proprietary rights by virtue hereof.
6. Unless terminated pursuant to Paragraph 4 hereof, this Support and Maintenance Agreement shall remain in full force and effect except as terminated as follows: if either party neglects or fails to perform, observe or cure within thirty (30) days of written notice of such failure to perform any of its existing or future obligations.
7. If the County attempts to assign this Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the Agreement. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the Agreement.
8. Either party's lack of enforcement of any provision of the Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
9. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between the Contractor and the County. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

10. The parties hereto agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders submitted by COUNTY.
11. Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
12. The County and the Contractor recognize that circumstances may arise entitling the County to damages for breach or other fault on the part of the Contractor arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the County's remedies and the Contractor's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.
  - (i) FOR BREACH OR DEFAULT BY THE CONTRACTOR OR OTHERWISE IN CONNECTION WITH THIS SUPPORT AND MAINTENANCE AGREEMENT, INCLUDING A BREACH OR DEFAULT ENTITLING THE COUNTY TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT AND WHETHER IN THE NATURE OF A BREACH OF CONDITION OR A FUNDAMENTAL BREACH, THE COUNTY'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, SHALL BE PAYMENT BY THE CONTRACTOR OF THE COUNTY'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND THE CONTRACTOR SHALL IN NO EVENT BE LIABLE IN EXCESS OF, TWO TIMES THE AMOUNT OF FEES ACTUALLY PAID BY THE COUNTY TO THE CONTRACTOR UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.
  - (ii) IN NO EVENT SHALL ANY DAMAGES INCLUDE, NOR SHALL THE CONTRACTOR BE LIABLE FOR, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CONTRACTOR SHALL NOT BE LIABLE FOR LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM WHATSOEVER AGAINST THE COUNTY BY ANY OTHER PARTY.
  - (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE COUNTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING

SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

13. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.
14. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the County for liabilities of the Contractor arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.
15. The validity, construction, interpretation, and performance of this Support and Maintenance Agreement shall be governed by and construed in accordance with the domestic laws of the State of Washington, except as to its principals of conflicts of laws, and the parties hereto irrevocably submit to the exclusive venue of the Superior Court, Snohomish County, Washington to resolve any disputes arising hereunder or related hereto, except that the County may waive the exclusive venue provision and submit a dispute to any state superior court or federal district court of competent jurisdiction in the State of Washington.
16. This Support and Maintenance Agreement may not be assigned by the County unless, concurrently with any such assignment, the County assigns its rights under, and complies with the provisions of the Agreement.
17. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.
18. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
19. The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Support and Maintenance Agreement and carry out its provisions.

## EXHIBIT 1

### Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 1 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting & issue resolution
- E-mail support call logging and notification
- Standard software releases and updates
  - Defect corrections (as warranted)
  - Planned enhancements
  - State and/or Federal mandated changes (charges may exist depending on scope)
  - Release notes
- Limited training questions (15 minute guideline)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)

#### Help Desk Hours

Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated holidays. Extended support including holidays and weekends is available on a per fee basis and must be scheduled in advance in most cases.

#### Response Times

Response times will vary and are dependant on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 8 hours

Priority 2: 1 - 24 hours

Priority 3: 1 - 2 business days

#### Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 & 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium

Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

**Priority 1 – High**

- System Down (Software Application)
- Inability to process payments
- Program errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Performance issues of severe nature impacting critical processes

**Priority 2 - Medium**

- System errors that have workarounds
- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Performance issues not impacting critical processes

**Priority 3 - Low**

- Usability issues
- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds for large majority of accounts
- Recommendations for enhancements on system changes
- Questions on documentation

## Call Process

All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: Email, phone and fax.

- Your call must contain at a minimum: your COUNTY name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our support system or one of our support analysts will provide you with a call id to track your issue and your call will be logged into our support tracking database.
- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- Correspondence and actions associated with your call will be tracked against your call in our support database.
- Contact the support department at your convenience for a status update on your development issues.

## Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

- Level 1:** Contact the support representative working on your issue
- Level 2:** Contact the support supervisor or group lead
- Level 3:** Contact the Director of Client Services
- Level 4:** Contact the General Manager of System Innovators

## Holiday Schedule

Below is a listing of observed holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Eve	Closed
New Year's Day	Closed
Martin Luther King Holiday	Closed
Memorial Day	Closed
4 <sup>th</sup> of July	Closed

Veterans Day	Closed
Labor Day	Closed
Thanksgiving Day (US)	Closed
Day after Thanksgiving (US)	Closed
Christmas Eve	Closed
Christmas Day	Closed
Day after Christmas (Boxing Day)	Closed

### **Test Databases & Environments**

We support customers in the maintenance of independent Test Environment for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of Test Databases & Environments is a billable service, quotations & incremental maintenance rates will be provided on request.

### **Connection Methods**

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the client's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers).

### **Billable Support Services**

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Payment, Allocation, Receipts, Validations, etc.)
- Setup & changes to 3<sup>rd</sup> party interface or creation of new interface
- Setup of new services or changes to services ( POP, ACH, etc)
- File imports/exports - Interfaces to other applications
- Refreshes, backups, restores, setting up test areas
- Setup of printers, printer setup changes
- Custom modifications (reports, forms, reversal of customizations)
- Setting up additional companies / agencies / offices / reports
- Data conversions / global modification to setup data
- Database maintenance, repairs & optimization
- Extended Hardware & Operating System support
- Upgrades & support of third party software
- Installations / re-installations (workstations, servers)
- installation, configuration or upgrade of hardware and third party software
- reconfiguration of hardware and file servers
- recovering data resulting from client error
- upgrading of hardware systems



- preventative maintenance monitoring or other services
- recommending or assisting with disaster recovery plans
- WEB/IP/ODBC connections to other third party products
- creation of custom reports

Schedule "E"

Sample Form Change Order

Change Order

(a) Contact & General Information

Client	_____	Date	_____
Client	_____		_____
Contact	_____	Software	_____
		Applicati	_____
		on	_____
Client Email	_____		_____

(b) Description of Work

Attachments:

\_\_\_\_\_

**(c) Client Approval**

000

\$0.00

**Chargeable Hours**

**Rate**

**Amount**

000

000

**Non-Chargeable Hours**

**Total Hours**

**Client Signature**

**Date**

Your signature serves as an acceptance of the "Amount" listed above as it relates to the description of work contained in this Change Order. Your signature also indicates you have reviewed and agree to the scope of work as detailed in any accompanying enclosures or attachments. This signed document indicates that you have provided all of the accurate information necessary to produce the work as stated in the above Change Order.

**(d) Internal Use Only**

Customer  
#

Application  
#

Originated by  
#

PO# 00000  
00

**Schedule "F"**

**Software and Services**

**iNovah Enterprise Edition Release 2.37 (or greater)**

**Application Software & Services**

<b>Component Description</b>	<b>Component Investment Each</b>	<b>Component Investment Total</b>
iNovah Enterprise License <sup>(1)(2)</sup> Cashiering Volume (up to 100,000 receipts annually)	\$25,000	\$25,000
Project Management (80 hrs) <ul style="list-style-type: none"> <li>• Weekly Status Reports / Conference Call</li> <li>• Documentation Management</li> <li>• On Site Configuration Assistance (2 Weeks)</li> <li>• Resource / Task Coordination and Management</li> </ul>	\$15,840	\$15,840
Installation Configuration and Training (100 hrs) <ul style="list-style-type: none"> <li>• Test and Production Installation Support</li> <li>• Peripheral Installation / Configuration Support</li> <li>• System Training – Remote 2 Days</li> <li>• End User Training – Onsite 2 Days</li> <li>• Go Live Support – Onsite 2 Days</li> </ul>	\$19,800	\$19,800
Software Interfaces <sup>(3)(5)</sup> <ul style="list-style-type: none"> <li>• Cayenta GL Export</li> </ul>	\$4,750	No Charge
Travel and Accommodations <sup>(4)</sup> <ul style="list-style-type: none"> <li>• Configuration Workshop</li> <li>• End Training</li> <li>• Go Live Support</li> </ul>	\$7,500	\$7,500.00
<b>Application Software &amp; Services Investment:</b>		<b>\$68,140.00</b>

<sup>(1)</sup> iNovah™ is licensed based on the Annual Receipt Volume (the number of receipts processed through the iNovah Payment Portal). This license includes unlimited seats of cashiering and reporting modules. All payments (receipts) processed through iNovah are counted regardless of their source or ultimate disposition.

- (2) COUNTY may share their iNovah license with multiple departments and other County agencies, provided that they share one server installation and common consolidated payment database.
- (3) Professional services associated with software customization requirements not previously defined are not included.
- (4) This fee includes travel & accommodation expenses incurred by System Innovators personnel as part of the implementation. Actual Travel & Accommodation expenses will be billed monthly as they are incurred.
- (5) This fee includes professional services to document, customize and test user defined import and export files. Data may be exported via custom formats or using the standard export features of iNovah at no additional cost.

**Schedule "G"**

**STATEMENT OF WORK**

**Statement of Work  
for  
SNOHOMISH COUNTY  
iNovah Cashiering Project**



Schedule G

Table of Contents

1.0 Overview and Approach ..... 3

2.0 Project Scope ..... 3

3.0 Assumptions ..... 3

4.0 Work Breakdwon ..... 4

    4.1 Integration Phase ..... 4

        This phase includes; Project Management, Training, Configuration and Customization of the iNovah system. .... 4

    4.2 Testing and Go Live Preparation Phase ..... 5

        This phase includes; Project Management, Training, Testing and Go Live preparation. .... 5

    4.3 Go Live Phase ..... 5

        This phase includes; Project Management, Training, Testing and Go Live preparation. .... 5

5.0 Custom Development ..... 6

6.0 Estimated Schedule ..... 6

7.0 Project Change Control Procedure ..... 6

8.0 Signatures ..... Error! Bookmark not defined.



## Schedule G

### 1.0 Overview and Approach

This Statement of Work (the "SOW") describes the work to be undertaken by System Innovators for Snohomish County under the terms and conditions of the Contract. This statement of work is incorporated and made fully a part of the Contract between Snohomish County and System Innovators.

The Services and Deliverable Materials to be provided by System Innovators, as well as the estimated schedule and any assumptions made by SI are described within this SOW. In addition, the responsibilities of both System Innovators and Snohomish County are listed.

System Innovators will provide cashiering software ("iNovah) to Snohomish County for the collection and processing of payments made to Snohomish County. The services provided by System Innovators will include project management, customization, configuration, training and installation of the software and interfaces.

Snohomish County will provide interfaces to the iNovah product in the format expected by the Cashiering system, both inputs and outputs. Snohomish County will make available to System Innovators appropriate staff that has expertise in the work areas that will utilize the iNovah system. Snohomish County will provide project management staff to work with System Innovators project team until the iNovah system is fully implemented.

The work in this project is broken into three phases; Integration, Testing / Pre Go Live, and Production

### 2.0 Project Scope

SI will provide the following Services related to the Snohomish County iNovah Cashiering project:

- Software Integration Services to integrate the iNovah Software into the Snohomish County environment
- Training Services
- Ongoing Support from the SI project team during integration and go live
- Project Management Services for the duration of the project

### 3.0 Assumptions

This SOW and System Innovator's estimates are based on the following key assumptions, and those activities listed in the Work Breakdown in Section 4 and the Custom Development described in Section 5. Deviations that arise during the proposed project will be managed through the procedure described in Section 7 (Project Change Control Procedure), and may result in adjustments to the project scope, estimated schedule, and other terms.

1. Changes will be processed in accordance with Section 7, "Project Change Control Procedure."
2. Snohomish County and System Innovators agree to work concurrently, and collaborate on problem determination and resolution to ensure the overall success of this project.
3. System Innovators will provide access to a copy of the System Innovator Training Guides and other appropriate training materials.
4. Snohomish County shall provide a fully functional test environment including hardware, software, to support development of any requested interfaces.
5. Snohomish County shall provide System Innovators remote (VPN or Citrix) access to the Testing system.

## Schedule G

6. All on-site Services, rendered by System Innovators, will be performed during normal business hours (Monday through Friday, 8:00 AM - 5:00 PM, local Standard Time) unless System Innovators and Snohomish County agree to an alternative work schedule.

## 4.0 Work Breakdown

### 4.1 Integration Phase

This phase includes; Project Management, Training, Configuration and Customization of the iNovah system.

#### 4.1.1 Deliverables

- Project Manager Status Reports
- Project Plan
- Established Test environment at Snohomish County
- Base iNovah Software
- Remote System Training
- iNovah Software
- Finalized Implementation Document

#### 4.1.2 System Innovators Responsibilities

1. Review the SOW, and any associated attachments with the Snohomish County Project Manager.
2. Work with Snohomish County to validate the project plan at the onset of this project for performance of this SOW. The project plan will define tasks, schedule and responsible person(s) for each milestone.
3. Coordinate and schedule System Innovator activities relating to the installation and implementation.
4. Escalate within System Innovators any issues with the implementation project
5. Conduct project status meetings and prepare and submit Weekly Status Reports.
6. Review and administer the Project Change Control Procedure with the Snohomish County Project Manager.
7. Work with Snohomish County to install the Base iNovah Software
8. Conduct Remote System Training (2 days)
9. Deliver Training Guides and other materials
10. iNovah Configuration and Setup Workshop with two Snohomish County Agencies; Auditor and Sheriff
11. Finalize the Implementation Document
12. Modify, Test and Deliver the custom iNovah software as documented in the Requirements Analysis Report/Implementation Document and in Section 5.0 of this SOW.

#### 4.1.3 Snohomish County Responsibilities

1. Review the SOW, and any associated attachments with the System Innovators Project Manager.
2. Establish and maintain project communications with the System Innovators Project Manager.
3. Work with System Innovators to validate the project plan at the onset of this project.

## Schedule G

4. Work with System Innovators to install the Base iNovah Software
5. Participate in Remote System Training (2 days)
6. Dedicate resources for Configuration and Setup Workshop
7. Create Acceptance Test Plans for Auditor and Sheriff
8. Place the peripheral hardware order for Cash Drawers and Printers

### **4.2 Testing and PreGo Live Preparation Phase**

This phase includes; Project Management, Training, Testing and Go Live preparation.

#### **4.2.1 Deliverables**

- Project Manager Status Reports
- Complete Acceptance Test Plans and Scripts
- Established End User Training environment at Snohomish County
- User Training Guides and other materials
- Conduct End User Training (2 days)
- Established Production environment at Snohomish County

#### **4.2.2 System Innovators Responsibilities**

1. Escalate within System Innovators any issues with the implementation project
2. Conduct project status meetings and prepare and submit Weekly Status Reports.
3. Coordinate and schedule System Innovator activities relating to the installation and implementation.
4. Provide assistance to Snohomish County for Training environment setup
5. Conduct End User Training (2 days)
6. Deliver Training Guides and other materials
7. Provide assistance to Snohomish County for Production environment setup

#### **4.2.3 Snohomish County Responsibilities**

1. Setup Training environment
2. Install peripheral hardware
3. Execute the Acceptance Test Plans
4. Perform parallel testing (end to end testing)
5. Work with System Innovators to resolve defects
6. Participate in the End User Training class
7. Setup Production Environment

### **4.3 Go Live Phase**

This phase includes; Project Management, Training, Testing and Go Live preparation.

#### **4.3.1 Deliverables**

- Snohomish County business areas begin using the modified and configured iNovah system to process transactions
- Onsite Support (2 days)

#### **4.3.2 System Innovators Responsibilities**

1. Escalate within System Innovators any issues with the implementation project
2. Conduct project status meetings and prepare and submit Weekly Status Reports.
3. Coordinate and schedule System Innovator activities relating to the installation

## Schedule G

and implementation.

4. Provide Onsite Support (2 days)

### 4.3.3 Snohomish County Responsibilities

1. Schedule resources to participate in Go Live of multiple sites
2. Provide support as required to Snohomish County staff as they begin to use iNovah
3. Continue to monitor operational performance of iNovah

## 5.0 Software Development

The following table includes the interfaces and/or software configuration that will be required for iNovah implementation.

System	Interface Method	Resource	Comments
<b>IMPORTS / EXPORTS</b>			
Cayenta General Ledger Export	ASCII File	The County	

## 6.0 Estimated Schedule

The Services provided under this SOW will commence within 60 days following contract execution and are estimated to conclude within 120 days of project start.

Estimated Schedule	
<b>Contract execution</b>	<b>on or before Day 0</b>
<b>Delivery of Base Software and System Training</b>	<b>Estimated on Day 30</b>
<b>Onsite Configuration and Software Upgrade</b>	<b>Estimated on Day 60</b>
<b>System Acceptance and Go Live</b>	<b>Estimated on Day 90</b>

Any variation to these targeted dates must be mutually agreed by both parties. A detailed project schedule will be mutually monitored and managed.

## 7.0 Project Change Control Procedure

Either party may request changes to the SOW at any time. Both the System Innovators Project Manager and the Snohomish County Project Manager must approve each change before amending the SOW and implementing the change.

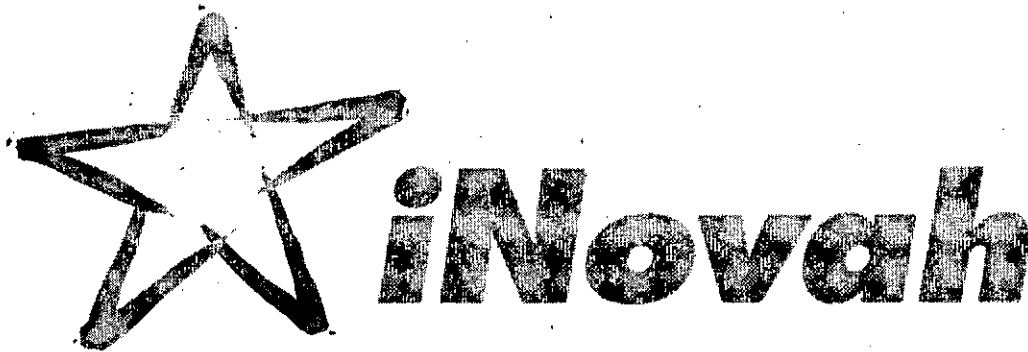
- All Project Change Requests (PCR) will be submitted in writing. They will describe the change, the rationale for the change, and specify any change in charges, estimated schedule or other terms, and describe the effect the change will have on the SOW.

## Schedule G

- The System Innovators Project Manager or the Snohomish County Project Manager, as appropriate will review the proposed change. It is then accepted or rejected for submission to the other party. If rejected the PCR is returned to the originator, along with the reason for the rejection.

**Schedule "H"**

**Implementation Specifications Document**



***Requirements Analysis  
Report/Implementation  
Document***

Snohomish County  
July 22, 2009 – Revision 1.2

Implementation Document

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Draft published September 27, 2007.

Prepared for Snohomish County

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# Contents

Revision History.....	iv
Definitions .....	iv
<b>1 Project Approach</b> .....	<b>1</b>
1.1 Introduction .....	1
1.2 Background .....	1
1.3 Scope Statement.....	1
1.4 Project Approach .....	2
1.4.1 Project Plan Update .....	2
1.4.2 Implementation Document .....	2
1.4.3 Base iNovah Software Install .....	2
1.4.4 System Training .....	2
1.4.5 System Tailoring / Configuration .....	3
1.4.6 iNovah Custom Development.....	3
1.4.7 Installation and Acceptance Testing.....	3
1.4.8 End-User Training .....	3
1.4.9 Production Setup Assistance and Go Live.....	3
1.5 Communication Matrix .....	5
1.6 Assumptions and Constraints .....	6
1.6.1 Assumptions .....	6
1.6.2 Constraints.....	6
1.6.2.1 Risk Management.....	6
1.7 Estimated Project Schedule .....	7
<b>2 System Specifications</b> .....	<b>9</b>
2.1 Installation Environment .....	9
2.2 Information System Requirements.....	9
2.2.1 iNovah Server Requirements.....	9
2.2.2 Workstation Requirements .....	10
2.2.3 Database Server Requirements .....	11
2.2.4 SQL Server Reporting Services Requirements .....	11
2.2.5 Security and Server Setup Requirements .....	11
2.2.5.1 Application Security.....	11
2.2.5.2 IIS Server Configuration.....	11
2.2.5.3 E-Mail Account .....	12
2.2.5.4 SQL Server Reporting Services Permissions.....	12
2.2.5.5 iNovah SQL Server Database Access.....	12
2.2.6 Server Infrastructure .....	12
2.2.7 Remote Access Requirements .....	12
2.2.8 Backup Requirements.....	12
2.2.9 Peripherals.....	13
2.3 Implementation Requirements.....	13
2.3.1 Customization Summary.....	13
2.3.1.1 Development.....	13
2.3.1.2 Payment Fields .....	13

	2.3.1.3	Allocation Fields .....	13
	2.3.1.4	Office Fields .....	14
2.3.2		iNovah Data Flow.....	14
2.3.3		Functional Requirements .....	14
	2.3.3.1	Cash/Credit Card/Check .....	15
	2.3.3.2	Automated Receipt and Check Endorsement .....	15
	2.3.3.3	Single and Multi Tenders.....	15
	2.3.3.4	Payment Voids and Adjustment .....	15
	2.3.3.5	Refund Transactions .....	15
	2.3.3.6	Audit Log.....	15
	2.3.3.7	Automated Cash Drawers.....	15
	2.3.3.8	Close/Open Till .....	15
	2.3.3.9	Transaction Posts to several GL Accounts .....	15
	2.3.3.10	21 digit GL Account.....	15
	2.3.3.11	Reporting capability for a specific date range; daily/monthly/yearly transaction and summary reports by type, workstation and cashier.....	16
	2.3.3.12	Daily Reconciliation and Cash Balance Reports.....	16
	2.3.3.13	Unique Receipt Numbers .....	16
	2.3.3.14	Transaction Codes .....	16
	2.3.3.15	Unique Transaction Type.....	16
	2.3.3.16	Transmittal Report for GL.....	16
	2.3.3.17	Users and Audit Trail .....	16
	2.3.3.18	Security/Permissions .....	16
	2.3.3.19	Separate Data .....	16
	2.3.3.20	Receipt Printing .....	16
	2.3.3.21	Batches per User .....	17
	2.3.3.22	Audit Log on County Network Drive.....	17
	2.3.3.23	Multiple Workstations – various combinations .....	17
	2.3.3.24	Knowledge Base - Instruction.....	17
	2.3.3.25	Payment Voids and Adjustments .....	17
	2.3.3.26	Credit and Debit Card Processing.....	17
	2.3.3.27	Balancing Requirements.....	17
	2.3.3.28	Deposit and Banking Requirements .....	17
	2.3.3.29	Data Retention Requirements.....	18
	2.3.3.30	Offline Processing.....	18
2.4		iNovah Development Customizations.....	18
	2.4.1	Interfaces .....	18
	2.4.2	Exports.....	18
	2.4.2.1	Cayenta General Ledger .....	18
	2.4.3	Imports .....	19
	2.4.4	Scanline Processing.....	19
2.5		iNovah Configuration.....	19
	2.5.1.1	Payment Types and Allocations.....	19
	2.5.1.2	Tenders.....	21
	2.5.1.3	Offices.....	22
	2.5.1.4	Collection Points.....	22
	2.5.1.5	Banks .....	22
2.6		Reports.....	23

<b>3</b>	<b>Acceptance Testing Approach</b>	<b>25</b>
3.1	Testing Objectives .....	25
3.2	Test System .....	25
3.2.1	Test Scenarios and Scripts .....	25
3.2.2	Sample Acceptance Checklist .....	25
<b>4</b>	<b>Data Conversions</b>	<b>33</b>
4.1	Payment Data .....	33
	<b>Blank Pages</b>	<b>24, 34, 36</b>
	<b>Issues and Decisions</b>	<b>35</b>
	<b>Project Acceptance</b>	<b>37</b>

## Revision History

The following table outlines the revisions to this document. These revisions might entail the addition of new information, corrections to existing information, or the removal of information that is no longer applicable as requested by the client. When this document is revised, it is reissued and distributed to the client for review and acceptance. In addition, the document's revision number is incremented with each subsequent reissuance. System Innovators maintains a copy of each version of the document in source control.

Revision #	Date Issued	Location (Section & Page)	Description of Revision	Accepted
1	05/25/2009		Initial Draft	
1.1	06/30/2009		Removed all references to interfaces and changed integration to implementation. Included suggested changes for Snohomish County	
1.2	07/22/2009		Added definitions for terms	

There is no correlation between this document's revision number and the version number of the software described herein.

## Definitions

### Customization

The iNovah system is modified or tailored according to Snohomish County specifications. Forms, maintenance items, configurable business logic are all customizable to meet client requirements. The term customization can also be used to describe software interfacing with client host systems via defined file exports and/or imports.

# Project Approach

## 1.1 Introduction

This document describes the implementation of iNovah in the Snohomish County environment. The high-level requirements are addressed based on the Snohomish County RFP-13-08. Specifically, this document defines all iNovah system requirements to be delivered by System Innovators to Snohomish County in order to provide an integrated payment processing system. Any requirement identified by Snohomish County that is not addressed in this document will not be considered part of the original project and will be treated as an additional service to be provided after acceptance of the original project. It is for this reason that Snohomish County is required to sign and acknowledge this document as the complete description of all requirements to be delivered. The intended audience of this document is anyone who is responsible for the approval and/or management of the system.

## 1.2 Background

Snohomish County is looking to replace the Anthem system currently being used by the Auditor and the manual cash register system being used by the Sheriff's department. The Auditor primarily handles business license and animal licenses via walk-in and mail. A low volume of payments are handled via the Web, which are subsequently hand keyed by the Auditor team. Primary forms of tender are cash, check and credit card. The Sheriff group divides payment processing into two teams; Civil and Records. The over the counter payments primarily being handled are gun permits, fingerprints, and documentation. The main forms of tender are cash and check (including money order, traveler's checks and cashier checks).

At this time there is no interface requirement for any of the designated Payment Types for either Agency. Future system opportunities may be available for the Sheriff department with the Civil Serve system being used by the Civil Group. There is also an opportunity for a Web Payment Import (Cybersource) for the Auditor that would eliminate manual keying.

## 1.3 Scope Statement

System Innovators' Professional Services department will provide iNovah payment collection software to enable Snohomish County to create a comprehensive automated cashiering solution. System Innovators will provide project management, software customization, system tailoring, installation and training services to Snohomish County.

Professional Services include:

- Project Management
- System Training
- Software Customization
- System Tailoring Workshop

- End-User or "Train the Trainer" Training
- "Go-Live" Support

## **1.4 Project Approach**

System Innovators has developed the following process to successfully implement its products.

### **1.4.1 Project Plan Update**

The System Innovators Project Manager will work with the Snohomish County Project Manager to establish the timeline and actions for the successful installation of the iNovah system in your environment.

### **1.4.2 Implementation Document**

The purpose of the Implementation Document is to detail the functional and technical Implementation requirements of iNovah in the client's environment. Code modifications/customizations along with configuration settings are included. System Innovator's requires that the client sign and acknowledge this document as the complete description of all requirements to be delivered.

### **1.4.3 Base iNovah Software Install**

System Innovators staff will work with Snohomish County to install the iNovah base product. The purpose of the base software install is twofold; (1) To step through the initial installation of iNovah in the Snohomish County environment so that customized installation steps can be documented by the County, (2) Help the client get a start on the iNovah configuration and setup before custom software is installed.

Established remote access (Citrix and/or Remote Desktop) will facilitate software support and the delivery of upgrades and system modifications.

### **1.4.4 System Training**

The System Training program covers the entire iNovah product suite. The attendees of this class are the decision makers, subject matter experts and the eventual "administrators" of the iNovah system for Snohomish County. Participants learn how to design, configure and deploy payment related changes to the cashiering workstations. Participants will develop the skills necessary to design screens, receipt forms, endorsements, etc. and how to setup payment types, allocations, tenders and other maintenance items. Attendees will receive user guides to complement the instruction provided by System Innovators staff.

## 1.4.5 System Tailoring / Configuration

System Innovators will provide assistance and support during the configuration / tailoring workshop for Snohomish County. The System Innovators representative will work with both the Auditor and Sheriff teams to streamline and setup the system for optimal operation in the Snohomish County environment.

Established remote access (Citrix and/or Remote Desktop) will facilitate software support and the delivery of upgrades and system modifications.

## 1.4.6 iNovah Custom Development

This Implementation Document is used as the guide or blueprint for System Innovators to develop the custom export for Snohomish County.

## 1.4.7 Installation and Acceptance Testing

System Innovators staff will ensure that all systems are fully functional and will work with your staff to determine the optimal acceptance testing approach to ensure that the delivered product meets the requirements as written in the Implementation Document.

The testing approach suggested by System Innovators is to perform parallel testing with iNovah and your current system.

Once the Acceptance testing is successfully completed, System Innovators requests that the client sign our System Acceptance form, which indicates that the customized installation of iNovah performs in accordance with the Implementation Document.

## 1.4.8 End-User Training

System Innovators staff will conduct end-user or "Train the Trainer" training at the client's site. This training is typically conducted as close to the date the system goes into production as possible. End User training focuses on the cashiers and supervisors and instructs them how to use iNovah.

## 1.4.9 Production Setup Assistance and Go Live

To ensure a smooth transition to production, System Innovators provides task lists and support from the System Innovators office. Upon Go Live, System Innovators will be onsite to provide support.

### Suggested "Go Live" Planning Task List:

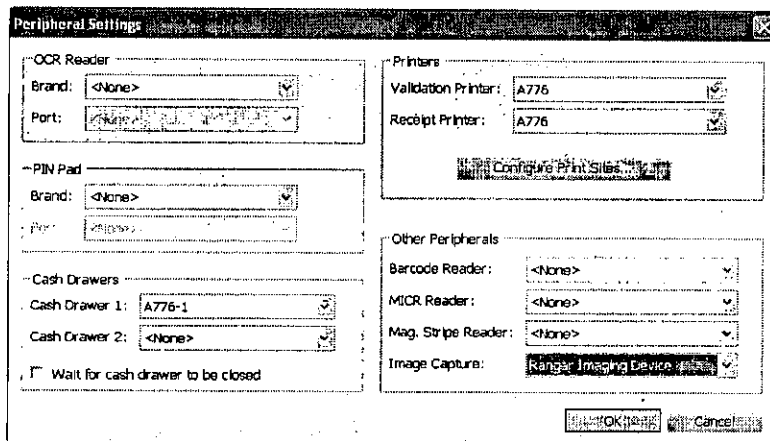
#### Production Server

- Copy Test System Database to Production and give it a new name
- Clean Production Database – remove all payment data, cleanup inactive maintenance data. Use SQL scripts provided by System Innovators.
- Install iNovah on Production Server

- Confirm that ALL web.configs are pointing to the correct Database, Report Server, etc.
  - o iNovah 2\WebApplication
  - o iNovah 2\WebServices\iNovah2Extentions
  - o iNovah 2\WebServices\iNovah2WebService
  - o iNovah 2\WebServices\SystemWebService
  
- Confirm that any iNovah Custom Data Settings (if used) are properly set for Production  
From the Web Application:  
CONFIGURATION – PAYMENT COLLECTION MAINTENANCE - CUSTOM
  
- Copy iNovah 2\WebServices\iNovah2WebService\Schemas\sysconfig.xml from Test system to Production, verify contents of file
  
- Verify that all users are setup in iNovah
- Confirm that users have access to Production Web Server
- Confirm that users have access to the Production Database
- Verify that Reports are available and accessible by users at all locations

## Cashier Workstations

- Verify that workstations are installed with proper version of Windows
- Install iNovah Cashiering Client
- Install Peripheral Device Drivers (Printers, Scanners, etc)
- If using Canon Scanner, load genericoptions.ini file on all Cashiering workstations
- Configure iNovah Cashier for Peripheral Devices (below is the setup for Cashier with TPG A776 Printers, Canon CR-55 Scanner and 1 Cash Drawer)  
From Cashier: FILE – PERIPHERAL SETTINGS



- Confirm Peripheral Device accessible to all users
- Confirm that all user logins work correctly
- Confirm that Cashiers have access to Production Web Server vi Cashier Client balancing option
- Verify that Reports are accessible – test access via Cashiering balancing procedure



- If user requires access to iNovah Web Application, verify that a Desktop Shortcut or Internet Explorer Favorite is available

## 1.5 Communication Matrix

The matrix identifies the individuals participating in the project as well as their roles and responsibilities. It also provides contact information for each participant.

Stakeholder/Title	Project Role	Telephone Fax	E-mail
Pat Scattaregia <i>Technology Contract Administrator</i>	Contract Administrator	(425) 388-3103	<a href="mailto:pat.scattaregia@co.snohomish.wa.us">pat.scattaregia@co.snohomish.wa.us</a>
Zul Govani <i>Project Manager</i>	Project Manager	(425) 388-3941	<a href="mailto:zul.govani@snoco.org">zul.govani@snoco.org</a>
Joanie Fadden <i>Finance Manager</i>	Sheriff – Project Sponsor	(425) 388-3535	<a href="mailto:joanie.fadden@snoco.org">joanie.fadden@snoco.org</a>
Kim LeBert <i>Accounting Technician</i>	Sheriff – Subject Matter Expert	(425) 388-3732	<a href="mailto:kim.lebert@snoco.org">kim.lebert@snoco.org</a>
Vicki Lubrin <i>License/Animal Control Services Manager</i>	Auditor – Project Sponsor	(425) 388-3505	<a href="mailto:vicki.lubrin@snoco.org">vicki.lubrin@snoco.org</a>
Donna Hensley <i>Licensing Examiner Trainer &amp; Field Auditor</i>	Auditor – Subject Matter Expert	(425) 388-3711	<a href="mailto:dhensley@snoco.org">dhensley@snoco.org</a>
Karin Raudsep <i>Project Manager</i>	Project Manager	(904) 485-3905 x 366	<a href="mailto:kraudsep@systeminnovators.com">kraudsep@systeminnovators.com</a>
David Thompson <i>System Engineer</i>	Programmer	(904) 485-3905 x 336	<a href="mailto:dthompson@systeminnovators.com">dthompson@systeminnovators.com</a>

Stakeholder	Communication Content				
	Project Update	Project Plan	System Specification	Document Acceptance	System Acceptance
Snohomish County iNovah project team	Weekly, Phone, E-Mail, Medium	X	X	X	X
Communication Content	<b>Frequency:</b> <ul style="list-style-type: none"> <li>• Daily</li> <li>• Weekly</li> <li>• Monthly</li> <li>• Event-Driven</li> </ul>		<b>Medium:</b> <ul style="list-style-type: none"> <li>• Phone</li> <li>• E-mail</li> <li>• Face-to-Face</li> <li>• Mail</li> </ul>		<b>Level of Detail:</b> <ul style="list-style-type: none"> <li>• High</li> <li>• Medium</li> <li>• Low</li> </ul>

## 1.6 Assumptions and Constraints

Project assumptions and constraints, risk management matrix, key measures of project success, and project trade-off matrix

### 1.6.1 Assumptions

- Snohomish County will provide test and production iNovah server and database instances. The test instance will also be used for training, configuration and testing.
- Snohomish County's project team contains at a minimum a Project Sponsor, a business/functional Project Lead, a payment processing Subject Matter Expert, a technical Project Lead, a host system Subject Matter Expert, iNovah Administrator, a Database Administrator, and a Network Administrator. These roles may be combined based on available resources.
- A high-speed remote connection (Citrix and/or Remote Desktop) to the Snohomish County iNovah application server is available for testing and production support with FTP available. The connection provides console access to the application server.
- Server (or virtual server), network, and third party software configuration and maintenance are the responsibility of Snohomish County.
- iNovah server support staff and iNovah administrators are trained in the administration of Microsoft Internet Information Services (IIS) and SQL Reporting Services (SRS).
- The iNovah application server will reside on a Windows Server 2003 operating system.
- Snohomish County will install and maintain SQL Reporting Services (SRS) to enable iNovah reporting.

### 1.6.2 Constraints

- Snohomish County would like to implement iNovah during the August/September timeframe.
- Snohomish County iNovah Test environment server preparation

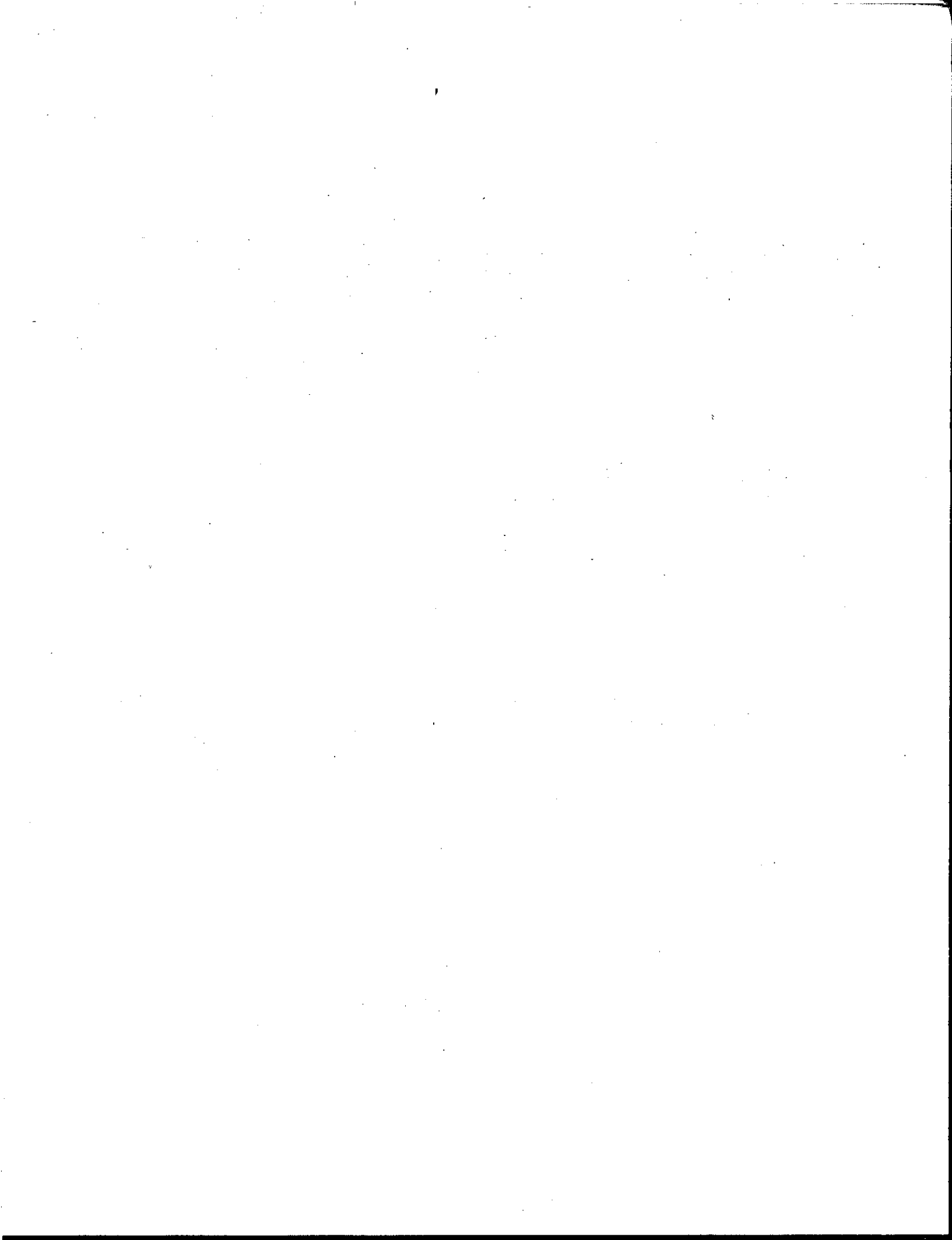
#### 1.6.2.1 Risk Management

These are the risks to the project's success and suggested strategies for communicating and managing those risks.

Risk	Probability	Impact	Mitigation Strategy
Payment Data will be maintained separately for Auditor and Sheriff using iNovah permissions and security. However, the iNovah administrator will still have access to the Auditor and Sheriff configuration data / maintenance data.	100%		One iNovah administrator per department. Any changes to Maintenance items (payment types, users, etc.) are tracked via the audit log.

## 1.7 Estimated Project Schedule

Task / Milestone	Completion Date
iNovah System Delivery and Install	8/2009
System Training	8/2009
iNovah Configuration and Customization	8/2009
Acceptance Testing	9/2009
End-User Training	10/2009
Go-Live	10/2009



## 2.1 Installation Environment

The following table describes the hardware and software environment in which iNovah is installed

Category	Comments
Number of Workstations	32 (Sheriff = 8 and Auditor = 12)
Cashier Software	iNovah
Database Software	SQLServer 2005
Host Inquiry Method	None at this time
Host Update Method	None at this time
Server Operating System	2003 Server
Workstation Operating System	XP
Network Interface	TCP/IP
Remote Communications	Citrix and/or Remote Desktop
Journal Printers	TPG A776 printers
Scanners	None
Cash Drawers	APG Cash Drawers
Magnetic Stripe Readers	None
Software Maintenance	Yes
Hardware Maintenance	Yes

## 2.2 Information System Requirements

### 2.2.1 iNovah Server Requirements

The iNovah Application Server requires:

- Microsoft Windows Server 2003 (SP1 or better)
- SQL Server 2005 Reporting Services (SP1)
- .Net Framework 2.0
- ASP.NET 2.0 Component
- IIS 6.0 Component

## Hardware and Software Configuration Requirements/Suggestions

Component	Minimal
Processor	Intel® Xeon™ 3.0 GHz processor, 2MB Cache, 667MHz Front Side Bus
Memory	4GB DDR2 400MHz (2X2GB); Dual Ranked DIMMs (upgradeable)*
Storage	Five 36 GB hot swap, high speed SCSI hard drives
RAID	Level 5
Power Supply	Dual 200-240 Volt
Media	CD/DVD ROM drive
Network Access	1GB dual port network card
Peripheral	Monitor, keyboard and mouse
Operating System	Microsoft 2003 Server operating system (any edition)
Database Platform	Microsoft SQL Server 2005 with service pack 1 or later (any edition)

### 2.2.2 Workstation Requirements

Workstations used to access iNovah payment processing, research, and configuration functionality must have the Microsoft Windows XP operating system, .NET Framework 2.0, and at minimum Internet Explorer 6.0 installed. To access peripheral devices, the workstations must also have OPOS service objects and corresponding OPOS drivers for the selected peripherals.

- Windows XP SP2 (or better)
- .NET Framework 2.0
- Internet Explorer Version 6 or higher
- OPOS Driver 1.9

Component	Minimal	Optimal
Processor	Intel® Celeron® D Processor 320 (2.40 GHz, 533 FSB)	Intel® Pentium® 4 Processor w/ HT Technology (3GHz, 800 FSB)
Memory	512MB Dual Channel DDR SDRAM at 400MHz	1GB Dual Channel DDR SDRAM at 400MHz (or better)
Storage	40GB Ultra ATA/100 7200RPM Hard Drive	40GB Ultra ATA/100 7200RPM HD (or larger)
Media	CD-ROM drive	CD-ROM drive
Network Access	100MB network card	100MB/1GB auto switching network card
Peripheral	Monitor, keyboard and mouse	Monitor, keyboard and mouse
Operating System	Microsoft® Windows® XP Professional	Microsoft® Windows® XP Professional
Other	Virus protection software	Virus protection software
OPOS	Driver 1.9	

## 2.2.3 Database Server Requirements

The iNovah consolidated database is implemented using SQL Server 2005 with Service Pack 1 installed.

- Install SQL Server 2005
- Note sa password for System Innovators installation. We will need this password to setup the iNovah database.
- Install Service Pack 1 (if required)

## 2.2.4 SQL Server Reporting Services Requirements

SQL Server Reporting Services must have matching Reporting Services Edition. iNovah relies on SQL Server Reporting Services to print reports.

- Install SQL Server 2005 Reporting Services (Edition should match installed SQL Server 2005 Edition)
- Stop install if you receive any warning messages, except for the following. Ignore message 'Visual Studio .NET is not installed.' This warning is okay.
- During install, select 'Use a built-in account' for service.
- During install, uncheck 'Use SSL connections'.
- Install Service Pack 1

## 2.2.5 Security and Server Setup Requirements

### 2.2.5.1 Application Security

iNovah allows the creation and maintenance of users. The iNovah application administrator adds new users with an initial password, changes attributes of existing users, inactivates / removes users, and assigns users to application functions.

iNovah security can also be integrated into Windows security. At run time, iNovah can compare the Windows user logged in to the local workstation with the iNovah user. If the iNovah user matches the Windows user, iNovah assumes that Windows has already successfully authenticated the user, and allows the user to enter iNovah as the matching iNovah user.

The two iNovah security configurations cannot be used together; iNovah can be configured to either use application-based security or use Windows integrated security.

### 2.2.5.2 IIS Server Configuration

iNovah is designed to run with IIS anonymous access enabled. iNovah has its own internal application security to allow users access to iNovah payment processing, research, and configuration functionality. The iNovah setup program will automatically configure iNovah to allow anonymous access using the IIS application server's iusr\_[machine name] account.

### **2.2.5.3 E-Mail Account**

iNovah utilizes SMTP to send emails on its own behalf. An email account is not required, but a Snohomish County email server that allows SMTP messages must be available if emailed reports and/or notifications are desired.

### **2.2.5.4 SQL Server Reporting Services Permissions**

The iNovah\ASPNET and the NETWORK SERVICE accounts on the iNovah server require "System User" privileges in Reporting Services' Site Settings→Configure Site-Wide Security.

The iNovah\ASPNET and the NETWORK SERVICE accounts require "Content Manager" privileges in Reporting Services' Home→Properties.

SQL Server Reporting Services' web service can be configured to use anonymous access or allow for Windows integrated security. If enabling anonymous access, the Windows account that is configured in IIS anonymous access (typically the iusr iNovah account) must be granted the same rights as the ASPNET and NETWORK SERVICE account in SQL Server Reporting Services. If Windows integrated security is desired, any users accessing reports via iNovah must be granted "System User" privileges in Reporting Services' Site Settings→Configure Site-Wide Security and "Browser" privileges in Reporting Services' Home→Properties.

### **2.2.5.5 iNovah SQL Server Database Access**

As of iNovah version 1.28, the SQL Server login that iNovah will use to acquire database resources must have database owner permissions on its own databases. No other administrative permissions are required on the SQL Server instance.

## **2.2.6 Server Infrastructure**

TBD, need more information from Snohomish County

## **2.2.7 Remote Access Requirements**

System Innovators requires high-speed remote access (Citrix and/or Remote Desktop) to the iNovah server with console access. System Innovators requires that Snohomish County allow access to the iNovah Web server for pre-go-live activities and post go-live support.

## **2.2.8 Backup Requirements**

The iNovah database contains elements of iNovah that require backup on a routine basis. The database should be backed up nightly to provide a useful recovery interval. If possible, the iNovah database should be backed up synchronous with any host systems updated by iNovah. Snohomish County is responsible for this action.



## 2.2.9 Peripherals

The following table lists the recommended peripherals for Snohomish County. More detailed descriptions of the hardware are available upon request.

Peripherals
TPG A776 Receipt Printers
APG Cash Drawers

## 2.3 Implementation Requirements

### 2.3.1 Customization Summary

#### 2.3.1.1 Development

The following table lists the software customization requirements for Snohomish County. More detailed descriptions of functionality are available in other sections of this document.

Section	Name
2.4.2.1	Export - Cayenta General Ledger

#### 2.3.1.2 Payment Fields

All of the following fields can be found in the X\_PaymentCustom table:

Custom Payment Fields				
<b>Auditor</b>				
	<b>Name</b>	<b>Col/Label</b>	<b>Type</b>	<b>Length</b>
	Business License Number	BusinessLicense#	Text	
	Animal License Number	AnimalLicense#	Text	
<b>Sheriff</b>				
	<b>Name</b>	<b>Col/Label</b>	<b>Type</b>	<b>Length</b>
	Controlled Pistol License Number	CPL#	Text	
	Report Number	Report#	Text	

#### 2.3.1.3 Allocation Fields

None at this time

### 2.3.1.4 Office Fields

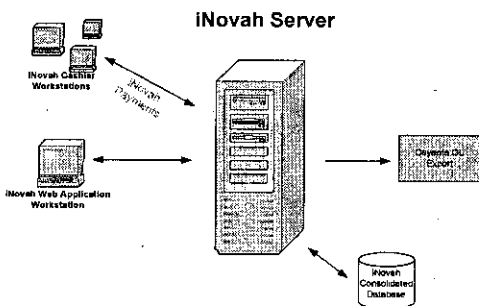
All of the following fields can be found in the XM\_Office table:

Office Fields			
Auditor & Sheriff	Name	Field	Note
	GL Report Code (trans_type)	UserDefined1	
	GL User ID	UserDefined2	

### 2.3.2 iNovah Data Flow

iNovah will be implemented at Snohomish County as the central repository for payment data. Cashiering payments are processed through iNovah Cashier. Payments collected by the Auditor, as well as the Sheriff will be stored in the same database. However, user security will manage the availability of data and its visibility to a user. In other words, the Auditor Agency will not see Sheriff Agency data and vice versa. If a separate set of data is required, this can be accomplished with a second instance of iNovah. The Auditor and Sheriff departments will have their own iNovah application and database.

iNovah Cashier will handle manually keyed Business/Animal License payments and Civil/Record type payments. iNovah accumulates payment information in the iNovah consolidated database. Reports and the Query tool can be used to mine the data. The Cayenta General Ledger Export will be used to make the data available to a foreign system.



### 2.3.3 Functional Requirements

This section documents the high-level requirements. Items (2.3.4.1 through 2.3.4.25) map directly to the Snohomish County RFP-13-08, page 47 and 48, Detailed Functional Requirements.

### **2.3.3.1 Cash/Credit Card/Check**

Cash, Credit Card, and Check are configurable tenders in the iNovah system.

### **2.3.3.2 Automated Receipt and Check Endorsement**

The iNovah system generates a receipt for every payment. Check endorsement is a configurable item.

### **2.3.3.3 Single and Multi Tenders**

Snohomish County's business rules allow the use of either single or multiple tenders in one transaction. Snohomish County can configure iNovah to limit tenders by office and payment type so that invalid combinations of tenders are prevented.

### **2.3.3.4 Payment Voids and Adjustment**

Payments are voided and adjusted by the cashier through the iNovah Cashier. Payment voids and adjustments are included in the Cayenta General Ledger Export.

### **2.3.3.5 Refund Transactions**

iNovah can be configured to allow refund transactions.

### **2.3.3.6 Audit Log**

All cashier transactions are included in the online electronic audit log. It is viewable in the cashiering client, as well as via the Web Administration Portal.

### **2.3.3.7 Automated Cash Drawers**

iNovah allows for automated cash drawers.

### **2.3.3.8 Close/Open Till**

iNovah allows for tills to be closed/open during shift change.

### **2.3.3.9 Transaction Posts to several GL Accounts**

This is managed via the setup of the Allocations. Each Allocation will be setup with a GL Account. In iNovah Snohomish County will use the following Allocation Fields to record the General Ledger Number.

X_PaymentAllocation.GLCode
X_PaymentAllocation.GLAccount

### **2.3.3.10 21 digit GL Account**

In iNovah the GLCode field has a length of 20, while the GLAccount field has a length of 50. The combination of these two fields should satisfy the 21 length requirement.

### **2.3.3.11 Reporting capability for a specific date range; daily/monthly/yearly transaction and summary reports by type, workstation and cashier**

iNovah reports can be run for all types of date ranges and grouped by various categories.

### **2.3.3.12 Daily Reconciliation and Cash Balance Reports**

These reports are available when balancing batches.

### **2.3.3.13 Unique Receipt Numbers**

Snohomish County's business rules require unique receipt numbers. iNovah uses a unique receipt number on every payment in a transaction. This receipt number has a length of 20 characters.

### **2.3.3.14 Transaction Codes**

See section 2.5 iNovah Configuration

### **2.3.3.15 Unique Transaction Type**

See section 2.5 iNovah Configuration

### **2.3.3.16 Transmittal Report for GL**

The Cayenta GL Export will be used to extract data from iNovah for the General Ledger system.

### **2.3.3.17 Users and Audit Trail**

The iNovah system records all cashier transactions and actions to a centralized audit log.

### **2.3.3.18 Security/Permissions**

The iNovah User and Group Security section will be used to add users and establish the capabilities by group (as defined by Snohomish County: i.e. cashier, supervisor, manager). These permission settings control everything from voiding, overriding, batch approving, etc.

### **2.3.3.19 Separate Data**

Payment Data will be maintained separately for Auditor and Sheriff using iNovah security and permissions. However, the iNovah administrator will still have access to both the Auditor's and Sheriff's configuration data / maintenance data. The iNovah audit feature would track any and all changes made to maintenance data.

### **2.3.3.20 Receipt Printing**

iNovah prints a receipt for every transaction even if the hard copy is not needed. The electronic receipt is always written to the audit log.

### **2.3.3.21 Batches per User**

Batches are assigned to users. Each user can manage as many open batches as needed. If multiple users log into the same workstation, each user will have their own batch for payment processing.

### **2.3.3.22 Audit Log on County Network Drive**

The audit log is stored in the iNovah SQL Server Database which resides on a County Drive. An electronic audit file is maintained recording all activity performed by a user of the iNovah Cashiering module. This audit information is available through the Cashiering Client, the iNovah Query Module and the iNovah Reports Module. Additional user activities, such as balancing and configuration deployment, are also audited by iNovah.

### **2.3.3.23 Multiple Workstations – various combinations**

Each workstation in the environment can be configured to use peripherals as needed. There is no limit on number of workstations.

### **2.3.3.24 Knowledge Base - Instruction**

Provided in an electronic format.

### **2.3.3.25 Payment Voids and Adjustments**

Payments are voided and adjusted by the cashier through the iNovah Cashier. Payment voids and adjustments are included in the Cayenta General Ledger Export. iNovah also has a feature called the Web Adjustment Module (WAM) which allows users to make changes to payments and transactions.

### **2.3.3.26 Credit and Debit Card Processing**

At this time, Snohomish County will not use an integrated credit/debit card solution. Credit/Debit is only a tender "bucket" for the accumulation of this tender type for reporting purposes.

### **2.3.3.27 Balancing Requirements**

Payment transactions are grouped together and accountable to each cashier or "batch owner" who processes transactions. Each cashier balances payment transactions against the monies in their cash drawer. Cashiers can handle/manage as many open batches as needed. Reports are provided to allow reconciliation by payment method. The balancing and approval of payment batches may be completed without successful posting of payments and summary information to other host systems.

### **2.3.3.28 Deposit and Banking Requirements**

Snohomish County will use Office Banking. More information may still be required.

### 2.3.3.29 Data Retention Requirements

Snohomish County has a county wide requirement to maintain payment data for only 6 years. This retention period will require Snohomish County to run delete scripts against the database on a scheduled basis. System Innovators will provide the scripts to Snohomish County.

### 2.3.3.30 Offline Processing

The system status cell of the status bar of the iNovah Cashier application remains green when the application is on-line to the iNovah server. The cell turns red when connectivity to the iNovah server is lost. Off-line payments are stored temporarily on the workstation on which they are taken. An off-line receipt number is assigned and stored with the payment so a valid receipt can be printed. When the iNovah server connection is restored, payments temporarily stored at the workstation are automatically forwarded to the server.

## 2.4 iNovah Development Customizations

### 2.4.1 Interfaces

At this time there is no real-time or batch interface requirement for Snohomish County. Integration with the Sheriff's with Civil Serve system is recommended as a future enhancement and is outside the scope of the defined project.

### 2.4.2 Exports

#### 2.4.2.1 Cayenta General Ledger

The layout for the Cayenta GL interface (GL962T). The record size is 1128. Generating the export file will eliminate manual tasks currently being performed by the Auditor team, specifically eliminating the need for the General Deposit Transmittal Form.

Cayenta Field	Start Position	Len	Type	iNovah field	Comment
t_accounting_period_f	1	2	Text	X_PaymentBatch.BatchDate	Month (01 - 12) Confirm Batch Date as opposed to another Date if balancing doesn't always happen at EOD
t_subsystem_i	3	2	Text	"GL"	hard-coded
t_batch_i	5	10	Text	N/A	Not Used (space filled)
t_sheet_i	15	10	Text	N/A	Not Used (space filled)
t_seq_i	25	10	Text	N/A	Not Used (space filled)
t_dept_group_i	35	3	Text	X_PaymentAllocation.GLCode	
t_charge_code_i	38	18	Text	X_PaymentAllocation.GLAccount	

t_trans_type_i	56	3	Text	Checks the X:Office.UserDefined1 field	Report Code Auditor = 932 Sheriff = 933
t_overhead_code_i	59	1	Text	N/A	Not Used (space filled)
t_overhead_amt_i	60	11	Text	N/A	Not Used (space filled)
t_oh_sign_i	71	1	Text	N/A	Not Used (space filled)
t_user_id_i	72	3	Text	Checks the X:Office.UserDefined2 field	Auditor = NVA Sheriff = NVS
t_qty_i	75	9	Text	N/A	Not Used (space filled)
t_qty_sign_i	84	1	Text	N/A	Not Used (space filled)
t_qty_rate_i	85	7	Text	N/A	Not Used (space filled)
t_rate_sign_i	92	1	Text	N/A	Not Used (space filled)
t_ext_amt_f	93	11	Text	X_PaymentAllocation.Amount	
t_ext_amt_sign_i	104	1	Text		"+" or "-"
t_trans_date_f	105	6	Text	X_PaymentBatch.BatchDate	MMDDYY-???
t_data_1	111	16	Text	N/A	Not Used (space filled)
t_data_2	127	100	Text	N/A	Not Used (space filled)
t_data_3	227	250	Text	N/A	Not Used (space filled)
t_data_4	477	250	Text	N/A	Not Used (space filled)
t_data_5	727	250	Text	N/A	Not Used (space filled)
t_data_6	977	150	Text	N/A	Not Used (space filled)

### 2.4.3 Imports

At this time there is no import requirement for Snohomish County. A future opportunity in the Auditor's office with Web Payments (CyberSource) is a possibility.

### 2.4.4 Scanline Processing

There is no requirement for scan lines at this time.

## 2.5 iNovah Configuration

This section covers the proposed iNovah setup/configuration for Snohomish County.

### 2.5.1.1 Payment Types and Allocations

DEPARTMENT - AUDITOR				
Category				
Business License				
	Payment Type	Allocations	Amount	GL Account Number
	Private Kennel	Breeding	25.00	

	Non Breeding	25.00	
Commercial Kennel	1-15 Dogs	200.00	
	16-20 Dogs	250.00	
	21-25 Dogs	300.00	
Boarding Facility	1-15 Runs	200.00	
	16-20 Runs	250.00	
	21+ Runs	300.00	
Animal Shelter	Amount Due	200.00	
Grooming Parlor/Pet Shop	Amount Due	200.00	
	Additional Classification	50.00	
Public Bathhouse/Hot Tub	Business Fee	200.00	
	Employee Fee	100.00	
Adult Entertainment	Dance Studio	350.00	
	Entertainer Fee	55.00	
Pawnbroker/Secondhand Dealer	Pawnbroker Business Fee	300.00	
	Secondhand Dealer Business Fee	250.00	
	Employee Fee	100.00	
Public Events	60 days >	200.00	
	30-59 days	350.00	
	< 30 days	500.00	
Fun Runs/Parades	60 days >	75.00	
	30-59 days	150.00	
	< 30 days	250.00	
Boating Tournaments/Exhibitions	60 days >	200.00	
	30-59 days	350.00	
	< 30 days	500.00	
Application Process	Fingerprinting	?	
	Advertising	?	
	Photograph	?	
	Background Check	?	
License/Permit	Replacement	20.00	
	Info change	20.00	
Approval Process	Filing Fee	?	
	Document Reproduction	0.25	
Adult Business	Location	265.00	
	Employee/Manager Fee	115.00	
Animal License	Animal License		
	Altered Dog	20.00	
	Unaltered Dog	40.00	
	Altered Cat	20.00	



Cash	General
Check	Check
Attorney Check	Check

### 2.5.1.3 Offices

Auditor	
OFFICES	
Name	Bank
Admin East	Bank of America
Admin West	Bank of America

Sheriff	
OFFICES	
Name	Bank
Civil	Bank of America
Records	Bank of America

### 2.5.1.4 Collection Points

Auditor	
COLLECTION POINTS	
Counter	Receipt = Yes
Mail	Receipt = No
Web	Receipt = No

Sheriff	
COLLECTION POINTS	
Counter	Receipt = Yes
Mail	Receipt = No

### 2.5.1.5 Banks

Need more detail about bank usage. Do the Auditor and Sheriff use the same Wells Fargo bank?

Auditor	
BANKS	
ID	Name

1	Bank of America

Sheriff	
BANKS	
ID	Name
1	Bank of America

## 2.6 Reports

iNovah offers numerous reports. The iNovah Reporting feature allows full control over the users and groups that can run specific reports. The categories into which reports fall and the descriptions of the reports, the schedule under which the reports run and the distribution of reports are all user-configurable.

To develop additional reports without assistance from System Innovators, the Snohomish County staff will require knowledge in SQL Reporting Services report development techniques. Once a custom report is developed, it may be added to the iNovah reports suite.

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**Section**  
**3**

# Acceptance Testing Approach

## 3.1 Testing Objectives

System Innovators will perform unit and system tests prior to official custom software delivery at Snohomish County. It is incumbent upon Snohomish County to verify that the delivered system performs as expected based upon changes agreed to in the Requirements Analysis Report / Implementation Document.

## 3.2 Test System

To fully test the modified system without interfering with day-to-day operations at Snohomish County, it is recommended that iNovah first be installed in a test environment.

### 3.2.1 Test Scenarios and Scripts

Snohomish County should use a combination of this Requirements Analysis Report / Implementation Document, current business practices and operational procedures as the basis for developing the detailed test scenarios and scripts. These test plans can be executed during acceptance testing. A suggested testing approach is to run parallel with your current system to ensure all functionality is established and available.

### 3.2.2 Acceptance Checklist

This is a sample checklist that can assist clients with the testing of iNovah version 2 for acceptance purposes. As each item is tested, check the appropriate box in either the "Pass" or "Fail" column. It is recommended that the Client identify test accounts that will be used by the various testing staff. The client should be able to reuse these test accounts throughout the testing process. Payment batches should include a combination of all Payment types, single payments, as well as multiple payments.

Pass	Fail	Item
<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Installation Environment</b></p> <hr/> <p>Hardware and Software has been provided per specifications and contract. Printer functionality is acceptable.</p>

Pass	Fail	Item
?	?	<p><b>Database Requirements</b></p> <p>Database has been created with base and custom data fields.</p> <p>Backup of database is available for restoration during testing process</p> <hr/>
?	?	<p><b>Configuration</b></p> <p>Payment types have been defined correctly.</p> <p>Payment allocations have been defined correctly.</p> <p>Tender types have been defined correctly.</p> <p>Valid tenders and allocations per payment type have been defined correctly.</p> <p>Receipts, validations, deposits, and endorsements have been defined correctly.</p> <p>Region layouts have been defined correctly.</p> <p>Banks, offices, and collection points have been defined correctly.</p> <p>Userids and security levels have been defined correctly.</p> <p>Configuration can be successfully deployed.</p>

Pass	Fail	Item
?	?	<p><b>Payment Processing</b></p> <p>Single receipt payments have been successfully processed for each payment type.</p> <p>Multiple receipt payments have been successfully processed.</p> <p>Single receipt payments with multiple tenders have been successfully processed.</p> <p>Multiple receipt payments with single tenders have been successfully processed.</p> <p>Multiple receipt payments with multiple tenders have been successfully processed.</p> <p>Single receipt payments have been successfully voided.</p> <p>Multiple receipt payments have been successfully voided.</p> <p>Sample receipts for each payment type have been successfully printed.</p> <p>Sample validations for each payment type have been successfully printed.</p> <p>Tender endorsements are correct.</p> <p>Payments can be processed if the Cashiering module is offline.</p> <p>Payments can be suspended and resumed.</p>
?	?	<p><b>Peripherals</b></p> <p>Printers are printing the correct receipt, validation, and endorsements.</p> <p>Duplicate receipts, endorsements, and validations can be printed.</p>

Pass	Fail	Item
?	?	<p><b>Batch Management</b></p> <p>Batches have been successfully closed and balanced and approved.</p> <p>Batches can be reopened.</p> <p>Batches can be adjusted.</p> <p>Batch reports correctly reflect batch activities.</p> <p>Cash pickups can be performed.</p>

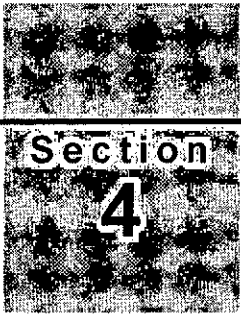
Pass	Fail	Item
?	?	<p><b>Look-up / Inquiry</b></p> <p>Look-up by name retrieves a list of accounts that match the name for selection.</p> <p>Look-up by address retrieves a list of accounts that match the address for selection.</p> <p>Look-up by name and address retrieves a list of accounts that match the name and address for selection.</p> <p>Look-up displays an appropriate message if there are no matches.</p> <p>Look-up displays an appropriate error message if the inquiry fails.</p> <p>When a Look-up is performed and the cashier selects an account, the inquiry retrieves and displays the correct account information.</p> <p>Inquiry by Account number retrieves and displays the correct account information.</p> <p>Inquiry displays an appropriate message if there are no matches.</p> <p>Inquiry displays an appropriate error message if the inquiry fails.</p> <p>Inquiries for all payment types retrieve correct account information.</p>



Pass	Fail	Item
?	?	<p><b>Update</b></p> <p>Payments are updated to Host correctly.</p> <p>Voided payments are updated to Host correctly.</p> <p>Adjusted payments are updated to Host correctly.</p> <p>Payment totals collected by iNovah match payment totals recorded by Host</p> <hr/>
?	?	<p><b>Import</b></p> <p>Customer account data is imported correctly.</p> <p>Balance Due data is imported correctly.</p> <p>Import errors are reported as exceptions</p> <hr/>

Pass	Fail	Item
?	?	<p><b>Export</b></p> <p>Payment data is exported correctly.</p> <p>Export files are accepted by the host system.</p> <p>Export errors are reported</p> <hr/>
?	?	<p><b>Offline Processing</b></p> <p>Payments can be collected if the cashiering module is offline.</p> <hr/>
?	?	<p><b>Reports</b></p> <hr/> <p>Reports that will be used have been reviewed and tested.</p> <p>Business processes have defined which reports will be generated to support balancing procedures.</p> <hr/>

Pass	Fail	Item
?	?	<p data-bbox="322 361 421 393"><b>Queries</b></p> <p data-bbox="322 500 900 532">Queries can be successfully configured and run.</p> <hr data-bbox="322 606 1379 610"/>



---

# Data Conversions

## 4.1 Payment Data

There is no requirement to convert data.

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Appendix

# Issue and Action Item Tracking

Item	Issue	Assigned To	Due Date	Status	Comment

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# Project Acceptance Form

## System Acceptance Form Snohomish County

**ATTENTION:** Karin Raudsep  
Project Manager

System Innovators  
10550 Deerwood Park Blvd., Suite 700  
Jacksonville, FL 32256  
(800) 963-5000 x310  
(904) 281-0075 (FAX)

Snohomish County has successfully operated and tested the iNovah System with the assistance of System Innovators and agrees that the system substantially meets the requirements contained in the Requirements Analysis Report / Implementation Document.

Acceptance of the System is hereby confirmed on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



## Schedule "I"

### Acceptance Test Checklist

This Acceptance Checklist will assist the County with the testing of iNovah for acceptance purposes. As each item is tested, check the appropriate box in either the "Pass" or "Fail" column. If any of the items receive "Fail" designations according to the detail listed in this checklist, the County will provide details of the incident in the Comments section on the last page of the worksheet

It is recommended that the County identify test accounts and roles that will be used by the various test personnel. The County should reuse these test accounts throughout the testing process. Bill batches should include a combination of single payment as well as multiple payment transactions.

Pass	Fail	Item
<input type="checkbox"/>	<input type="checkbox"/>	<b>Documentation Requirements</b>  iNovah User Documentation has been delivered
<input type="checkbox"/>	<input type="checkbox"/>	<b>Software Delivery Requirements</b>  iNovah software executables and software release notes have been delivered
<input type="checkbox"/>	<input type="checkbox"/>	<b>Database Requirements</b>  Database has been installed with base data definitions.

Pass	Fail	Item
<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Payment Processing</b></p> <p>Single receipt payments have been successfully processed for each payment type.</p> <p>Multiple receipt payments have been successfully processed.</p> <p>Single receipt payments with multiple tenders have been successfully processed.</p> <p>Multiple receipt payments with single tenders have been successfully processed.</p> <p>Multiple receipt payments with multiple tenders have been successfully processed.</p> <p>Single receipt payments have been successfully voided.</p> <p>Multiple receipt payments have been successfully voided.</p> <p>Sample receipts for each payment type have been successfully printed.</p> <p>Sample validations for each payment type</p>

Pass	Fail	Item
		<p>have been successfully printed.</p> <p>Tender endorsements are correct.</p> <p>Payments can be suspended and resumed.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Peripherals</b></p> <p>Printers are printing the correct receipt and endorsements.</p> <p>Duplicate receipts and endorsements can be printed.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Batch Management</b></p> <p>Batches have been successfully closed and balanced and approved.</p> <p>Batches can be reopened.</p> <p>Batches can be adjusted.</p> <p>Batch reports correctly reflect batch activities.</p> <p>Cash pickups can be performed.</p>
<input type="checkbox"/>	<input type="checkbox"/>	

Pass	Fail	Item
		<p><b>Offline Processing</b></p> <p>Payments can be collected if the cashiering module is offline.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Reports</b></p> <p>All base reports have been executed successfully.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Queries</b></p> <p>Payments can be located using the Browse functionality.</p> <p>Payments can be located using the Find functionality.</p>

**Comments:**