

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

**CONTRACT FOR PROFESSIONAL SERVICES**

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

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

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

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

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

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

Now, Therefore, the parties agree as follows:

1. **Scope of Service to be Performed by Contractor.** The purpose of this contract and scope of services are as defined in Schedule A, attached hereto and by this reference made a part of this agreement.
2. **Time of Performance.** Time is of the essence. CSDC is to commence work immediately and complete the work (including the performance audit) required by this contract no later than sixty (60) days from date of execution .
3. **Compensation.**
  - a. Upon CSDC's submittal and the County's written acceptance of the enhancements' design specifications, CSDC may submit a properly executed invoice for an amount not to exceed thirty percent (30%) of the contract amount.
  - b. Upon delivery of the complete package of enhancements which meet all design specification requirements for testing by the County, CSDC may submit a properly executed invoice for an amount not to exceed thirty percent (30%) of the contract amount.
  - c. Upon completion of the performance audit, and the County's written acceptance of the enhancements, CSDC will submit a properly executed invoice indicating charges made for the balance of the contract.

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

4. **Direction and Control.** CSDC agrees that CSDC will perform the services under this agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that CSDC is not entitled to any benefits or rights enjoyed by employees of the County. CSDC specifically has the right to direct and control CSDC's own activities in providing the agreed services in accordance with the specifications set out in this agreement. County shall only have the right to insure performance.
5. **Ownership.** All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall become the property of the County. This paragraph does not apply to application software offered for sale, license or lease to other customers, nor to systems software.
6. **Changes.** No changes or additions shall be made in this contract except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this agreement.
7. **Standards of Performance and Acceptance of Software Enhancements.** Acceptance and approval of the enhancements by the County is governed by the terms of the original agreement for the CSDC system, dated April 20, 1994 with Sequent Computer Systems as the Primary Contractor for RFP 06-93 and by this reference made a part of this agreement. Section 2.14.37 of the original agreement establishes a standard of performance which must be met before any of the software is accepted by the County. It is also applicable to any modifications and

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

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

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

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

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

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

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

10. **Insurance Requirements.** If applicable, attached hereto and by this reference made a part of this agreement.
11. **Compliance with Laws.** CSDC shall comply with all applicable federal, state and local laws, rules, and regulations in performing this contract.
12. **Termination.**
- a. If CSDC breaches any of its obligations hereunder, and fails to cure the same within five days of written notice to do so by the County, the County may terminate this contract, in which case the County

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

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

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

- b. The County may terminate this contract upon fifteen (15) days written notice to CSDC for any reason other than stated in subparagraph a. above, in which case the County shall pay CSDC for all cost incurred by CSDC in performing the contract in accord with the schedule contained in section 3.
  - c. Termination shall not affect the rights of the County under any other paragraph herein.
13. **Notice.** Notice will be deemed as given when made in writing, signed by the project contact, and after 3 days of having been mailed with pre-paid first class postage via the United States Post Office addressed to the other party's project contact, or immediately upon delivery at the other party's principle place of business during normal business hours.
14. **Anti-Disabling Function Warranty.** Contractor warrants that no illicit code, date block, time-bomb, Trojan horse, encrypted Software Keys, back door, or remote disabling functions exist or are included in the product provided to the County. If any such items are discovered or experienced, Contractor will pay \$1000 a day to County as liquidated damages, until such time as it is proven that item is removed and that product is functioning to contract performance requirements. The parties agree that the stated amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by such functions and that the actual harm is incapable or very difficult to estimate accurately. No limitation of liability, whether contractual or statutory, shall apply to a breach of this warranty.

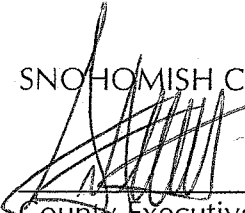
15. **Virus Warranty.** Contractor warrants that the Software or result of services product, as delivered by non-internet means, as available for download on Contractor's web-site, or as internet delivery is initiated, does not contain any malicious code, program, or other internal component (e.g. virus, worm, or similar component), which could damage, destroy or alter any computer program, firmware, or hardware; or which could in any manner reveal, damage, destroy, or alter any data or other information accessed through or processed by the product. Contractor shall immediately advise County in writing upon reasonable suspicion or actual knowledge that the Software may result in the harm described above. Contractor shall indemnify and hold County and its stakeholders harmless from any damage resulting from the harm described above.
  
16. **Nonassignment.** Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement or any of Contractor's assets essential for performance of this Agreement without the prior express written consent of Snohomish County.
  
17. **Conflicts Between Attachments and Text.** Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.
  
18. **Governing Law and Venue.** This Agreement shall be governed by the substantive laws of the state of Washington, without reference to conflict of law principles. However, if the Uniform Computer Information Transaction Act (UCITA) or any substantially similar law is enacted as part of the law of the state of Washington, said statute will not govern any aspect of this Agreement or any license granted hereunder, and instead the law as it existed prior to such enactment will govern. Any lawsuit regarding this contract must be brought exclusively in Snohomish County, Washington.

19. **Severability.** Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this agreement shall remain in full force and effect, so long as the agreement remains consistent with the original scope of the project and intent of the parties.

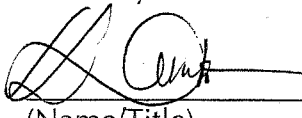
20. **Entire Agreement.** This document's written provisions and terms, together with its attached Schedules, constitute the entire agreement between the parties. It supersedes all prior verbal statements of the parties, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this agreement.

This agreement is executed this 14 day of May, 2001.


SNOHOMISH COUNTY:

  
County Executive \_\_\_\_\_ Date 16/5/01  
STEPHEN L. HOLT  
Executive Director

CSDC Systems:

  
\_\_\_\_\_  
(Name/Title) \_\_\_\_\_ Date 1057 14/01  
Senior V.P.

Approved as to form only:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney \_\_\_\_\_ Date 15/7/01

**Ruth A. Robinson**

# Schedule A

## SCOPE OF SERVICE

### Purpose of the contract:

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

### Scope of work:

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

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

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

# EXHIBIT A

## SNOHOMISH COUNTY PLANNING AND DEVELOPMENT SERVICES

### TRANSACTION STATEMENT



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

Applicant Name: Frederick Charles Construction, Inc.

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

You have applied for: Residential Permit - Combo

Building Type: Single Family Res-Combo

Cashier Ref#: 443651

#### Residential Construction Only

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

#### Fees collected Feb 21, 2001:

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

#### Estimate of Additional fees due at issuance.

(Estimate may vary depending upon review results)

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


Total \$636.74

Total \$957.25

# EXHIBIT B

**Notes about form fields.**

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



**SNOHOMISH COUNTY PLANNING AND DEVELOPMENT SERVICES**  
**TRANSACTION STATEMENT**

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

Applicant Name: Frederick Charles Construction, Inc.  
 Assessor Property ID#: 004010-000-066-00  
 You have applied for: Residential Permit - Combo  
 Building Type: Single Family Res-Combo  
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2291	2291-Site Review	\$100.00	2250	2250-Mechanical	\$15.00
			2280	2280-Plumbing	\$77.00
			2280	2280-Base Fee	\$35.00
			3010	3010-State Surcharge	\$4.50
		<b>Total</b>			<b>Total</b>
		<b>\$636.74</b>			<b>\$957.25</b>

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



Snohomish County  
Department of Information Services

26-Jun-98

3000 Rockefeller, M/S 709  
Everett, Washington 98201

# Advice of Charge

Advice of Charge #:5659

Sold To: PDS PLANNING & DEVELOPMENT SERVICES

DIS Acct: 1033      General Ledger Fund Code: 193505510

Balance Sheet  
Acct: 3100

SERVICES FOR THE MONTH OF : May , 1998

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

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