EXECUTIVE/COUNCIL APPROVAL FORM

MANAGEMENT ROUTING: **TO:** **COUNCIL CHAIRPERSON:**

EXECUTIVE   Aaron G. Reardon   **SNOHOMISH COUNTY COUNCIL**

EXEC. DIR.   Peter Camp

DIRECTOR/ELECTED   Craig R. Ladiser   *e*   **EXECUTIVE RECOMMENDATION:**

DEPARTMENT   Planning & Dev Serv.   ☑ Approve _____ No Recommendation

DIV. MGR.   Barbara Mock *bjm*   _____ Further Processing

DIVISION   Director's Office   _____ Requested By _____

ORIGINATOR   Barbara Mock

DATE October 19, 2006 EXT. 2197   _____   /   /

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

DOCUMENT TYPE:

_____ BUDGET ACTION: _____ GRANT APPLICATION

  _____ Emergency Appropriation   _____ ORDINANCE

  _____ Supplemental Appropriation   ____ Amendment to Ord. # _____

  _____ Budget Transfer   _____ PLAN

X CONTRACT: _____ OTHER

  X New

  _____ Amendment

DOCUMENT / AGENDA TITLE:

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

APPROVAL AUTHORITY: EXECUTIVE **X**   COUNCIL _____

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

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

PURPOSE:

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

BACKGROUND:

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

FISCAL IMPLICATIONS:

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

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

DEPARTMENT FISCAL IMPACT NOTES:

Funds are included in the adopted 2006 PDS budget.

BUDGET REVIEW: Analyst *SC*   Administrator *____*   Recommend Approval *____*

CONTRACT INFORMATION:

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

CONTRACT PERIOD:

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

AMENDMENT   Start _____   End _____

CONTRACT / PROJECT TITLE:

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

CONTRACTOR NAME & ADDRESS (City/State only):

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

APPROVED:

RISK MANAGEMENT   Yes *SC*   No _____

COMMENTS   *On File*   _____

PROSECUTING ATTY – AS TO FORM: Yes __X__   No _____

OTHER DEPARTMENTAL REVIEW / COMMENTS:
Bob Von Wolffradt

David Gibson   (*Proprietary Vendor*)

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

NON-ELECTRONIC ATTACHMENTS:

3 copies of Approved as to Form Contract

Fiscal Impact Worksheet

Certificate of Insurance

CONTRACT FOR THE PURCHASE OF SOFTWARE ENHANCEMENTS & TRAINING SERVICES

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

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

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

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

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

4. <u>Ownership.</u>

    A.   All reports, plans, specifications, all forms of electronic media and data, and documents produced in the performance of this Agreement are the property of the County.

    B.   All title and rights of ownership in the Software and Software Documentation remain with the Contractor and are protected by copyright, patent and/or trade secret laws. The County agrees to take all reasonable steps necessary to protect the Contractor's proprietary rights in the Software and Software Documentation including, but not limited to, the proper display of copyright, trademark, trade secret, and other proprietary notices on any copies of the Software.

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

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

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

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

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

9. Notices.

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

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

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

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

10. Project Manager. The Project Manager for the County for this Agreement shall be:

    Name: Barb Mock

    Title: Business Process and Technology Manager

    Department: Planning and Development Services

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

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

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

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

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

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

15. <u>Insurance Requirements</u>.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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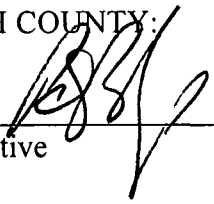
17. <u>Independent Contractor</u>. The Contractor agrees that Contractor will perform the services under this agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees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

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

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

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

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

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

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

23. Entire Agreement. This document, including Appendix A, constitutes the entire agreement between the parties.
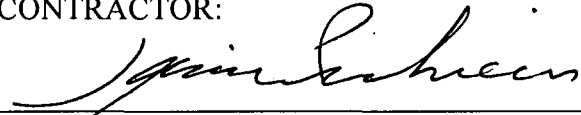
This Agreement is dated this __17th__ day of __October__ 20_06_

SNOHOMISH COUNTY:

_____ PETER B. CAMP
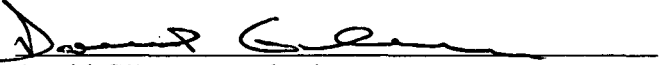County Executive   Executive Director
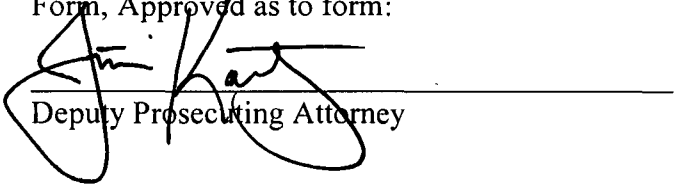
CONTRACTOR:

_____
(Name/Title)

_____
JAIME PESCHIERA
VICE PRESIDENT
WESTERN DIVISION

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

_____
David Gibson, Purchasing Manager

Form, Approved as to form:

_____
Deputy Prosecuting Attorney

APPENDIX A
STATEMENT OF WORK

AMANDA Cashiering Enhancements Overview

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

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

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

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

Deliverables:

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

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

AMANDA Cashiering Implementation and Training

AMANDA Cashiering Implementation and Training consists of four activities:

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

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

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

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

Scope of Services for AMANDA Cashiering System Implementation and Training:

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

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

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

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

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

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

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

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

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

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

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

Assumptions
The Contractor assumes and County agrees to the following:

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

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

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

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

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

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

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

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

APPENDIX B

EXHIBIT E.   SOURCE CODE AND CONFIDENTIALITY AGREEMENT

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

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

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

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

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

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

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

4.   The COUNTY undertakes that only CSDC and its authorized employees and agents requiring access to the source in the performance of their duties will be granted access to the source.
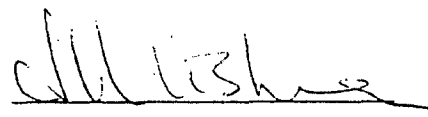
5. The COUNTY undertakes to indemnify CSDC against any and all losses and costs (including reasonable legal fees) which CSDC may incur by reason of the COUNTY's breach of any term, provision, covenant, warranty, or representation contained in this undertaking or in connection with the enforcement of this undertaking or any provision of it.

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

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

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

Executed this 20th day of April, 1994.

COUNTY OF SNOHOMISH:

By: _____

Robert J. Drewel
Snohomish County Executive

CSDC:

By: _____

_____
Title

Reviewed by Risk Management
Approved (X) Other ( )

D-4