

## SOFTWARE LICENSE AND SERVICES AGREEMENT FOR UPGRADE TO AMANDA 5

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

### RECITALS

- A.** CSDC is the creator and vendor of certain software database products, commonly known as the "AMANDA Software," that are used to input, store, sort, manage, track and analyze building and land use permit and development applications and related information.
- B.** The County originally purchased the AMANDA Software from CSDC pursuant to that certain Agreement between the County and CSDC dated April 20, 1994 (the "Original Agreement"), and has at all times since then actively used the AMANDA Software to facilitate portions of the County's business operations. The current version of the AMANDA Software in use by the County is Version 4.4.23.8050513, which is a desktop client application.
- C.** CSDC has developed a thin-client version of the AMANDA Software that uses a server installation with a web-based client interface. The County desires to upgrade its installation of the AMANDA Software to the most recent, stable thin-client version which is Version 5.0.
- D.** In addition to upgrading its version of the AMANDA Software to Version 5.0, the County also desires to obtain from CSDC two additional modules that are available for use with AMANDA Version 5.0; namely, the AMANDA Executive Monitor (the "Executive Monitor") and the AMANDA Batch Scheduler (the "Batch Scheduler").
- E.** The County now desires to purchase from CSDC, and CSDC desires to sell to the County, those software components and licenses necessary to upgrade the County's AMANDA Software to Version 5.0, to install and configure the Executive Monitor and the Batch Scheduler modules, as well as certain consulting services related to the initial installation, configuration and implementation of the foregoing, all under the terms and conditions described in this Agreement.

### AGREEMENT

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

#### 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. SOFTWARE AND SERVICES**

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

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

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

### **2.4 Ownership of Work Product.**

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

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

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

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

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

### **3. TERM**

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

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

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

### **4. TERMINATION**

**4.1 Termination for Default.** If CSDC defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may terminate the Agreement if CSDC has not cured the default at issue following a thirty (30) day written notice to CSDC sent certified mail, return receipt requested. If the Agreement is terminated for default, the County may obtain performance of the work elsewhere, and CSDC shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. CSDC shall only be paid for work delivered and accepted, or work performed in accordance with the manner of performance set for the in the Agreement less any extra cost or damages to the County caused by or arising from such default(s), which shall be deducted from any money due or coming due to CSDC. CSDC shall bear any reasonable extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default. The termination of this Agreement for default shall in no way relieve CSDC from any of its obligations under this Agreement. If a notice of termination for default has been issued and it is later determined for any reason that CSDC was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued as a Termination for Convenience.

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

**4.3 Termination for Non-Appropriation.** In the event that sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County may terminate this contract as a matter of public convenience as provided herein. The County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, provided the County provides CSDC written notice prior to the end of the current fiscal period that non-allocation of funds is probable and provides a Notice of Termination within 14 days after the end of the fiscal period.

**4.4 Effect of Termination.** The termination of this Agreement shall not affect the accrued rights of the County under any other section or paragraph of this Agreement or limit the rights and remedies of the County hereunder in any manner.

## **5. TESTING AND ACCEPTANCE**

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

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

## **6. PRICE AND PAYMENT**

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

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

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

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

## **7. SUPPORT SERVICES**

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

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

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

## **8. CONFIDENTIALITY AND PUBLIC DISCLOSURE**

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

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

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

## **9. REPRODUCTION OF DOCUMENTATION AND OBJECT CODE**

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

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

## **10. WARRANTY PROVISIONS**

Unless otherwise extended or limited, the warranties and commitments contained in this Section shall remain in full force and effect throughout the term of this Agreement

**10.1 General Warranties.** CSDC warrants to the County that it owns all rights, title, and interest in and to the Software, or that in the case of any third party software that it has the right to grant a sublicense to use such third party software, that all Software shall conform to the Functional Specifications and Documentation, and that the Software and Services shall be free from material defects in workmanship and materials. This warranty coverage shall include any modifications made to the Software by CSDC and shall survive the expiration or termination of this Agreement.

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

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

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

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

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

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

**10.7 Future Compatibility.** CSDC warrants to the County that all updates, upgrades, and revisions to the Software furnished hereunder will be implemented in such a manner as to maintain backward compatibility with the previous version or release of the Software furnished under the Agreement, so that such previous versions or releases shall continue to be operable with the Software as updated, upgraded, or revised, in materially the same manner and with materially equivalent performance. Without limiting the foregoing, CSDC further warrants that future support, maintenance and other services will not degrade the Software, cause a breach of any other warranty, or require the County to purchase new or additional hardware or software for continued operation of the Software or the System.

**10.8 Software Obsolescence.** CSDC acknowledges that the County is making a significant resource commitment in order to acquire the Software and that the County does not want to move involuntarily to a new System. Having acknowledged the foregoing, CSDC represents and warrants to the County that it will continue to enhance the Software (meaning adding new features and functionality, in addition to ordinary course defect corrections), as long as the County continues to receive maintenance and support services from CSDC.

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

**10.10 Virus Warranty.** CSDC warrants that the Software does not contain any malicious code, program or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), that could damage, destroy, or alter any computer program, 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. CSDC shall immediately advise the County, in writing, upon reasonable suspicion or actual knowledge that the Software may result in the harm described above. CSDC shall indemnify and hold the County harmless from any damage resulting from the harm described above. This warranty shall survive the expiration or termination of this Agreement.



**10.11 Disabling or Restrictive Code.** Without limiting any other provision of this Agreement, CSDC warrants to the County that the Software does not contain and CSDC will not introduce any code, date block, time-bomb, Trojan horse, encrypted software keys, back door, or remote disabling function that may restrict the County's use of or access to the Software or the System or related data or equipment. CSDC understands and agrees that the County's inability to use the Software or System or its related data or equipment will cause substantial injury or harm to the public health or safety or grave harm to the public interest substantially affecting third persons. No limitation of liability, whether contractual or statutory, shall apply to a breach of this warranty. This warranty shall survive the expiration or termination of this Agreement.

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

**10.13 Intellectual Property.** CSDC represents and warrants to the County that the County's use of the Software does not and shall not infringe upon any United States or Canadian patent, trademark, copyright, trade secret or other intellectual property, or proprietary right of any third party, and there is currently no actual or threatened suit against CSDC by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

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

## **11. PRIVACY**

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

## **12. INDEMNIFICATION**

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

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

**12.3 Patent and Other Proprietary Rights Indemnification.**

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

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

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

### **13. INSURANCE**

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

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

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

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

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

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

### **14. OBLIGATIONS THAT SURVIVE TERMINATION**

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

## 15. NOTICES

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

To the County:            Snohomish County  
                                 Department of Planning and Development Services  
                                 3000 Rockefeller Avenue, M/S 604  
                                 Everett, WA 98201  
                                 USA  
                                 Attention: Barbara Mock  
                                 Telephone: (425) 388-3661  
                                 Facsimile: (425) 388-3670  
                                 Email: barbara.mock@co.snohomish.wa.us

To CSDC:                    CSDC Systems Inc.  
                                 1705 Tech Avenue, Suite 1  
                                 Mississauga, Ontario  
                                 CANADA L4W 0A2  
                                 Attention: Vice President – Client Services  
                                 Telephone: \_\_\_\_\_  
                                 Facsimile: \_\_\_\_\_  
                                 Email: \_\_\_\_\_

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

## 16. MISCELLANEOUS

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

**16.2 Warranty of Authority.** Each Party represents and warrants to the other that it has the right to enter into this Agreement. CSDC further represents and warrants that there are no outstanding assignments, grants, licenses, encumbrances, obligations, or agreements (whether written, oral, or implied) that are inconsistent with this Agreement and the rights granted or transferred herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) CSDC is not:

- (1) listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists");
- (2) a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or
- (3) owned or controlled by, or acting on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; and

(iii) CSDC shall not:

- (1) transfer or permit the transfer of any interest in CSDC to any party who is or whose beneficial owners are listed on the Lists; or
- (2) knowingly employ any person who is listed on the lists or who is engaged in illegal activities.

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

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

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

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

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

**16.19 Incorporation of Exhibits.** The following Exhibits, which are attached to this Agreement, are by this reference incorporated into and made a part of this Agreement:

EXHIBIT A - Statement of Work

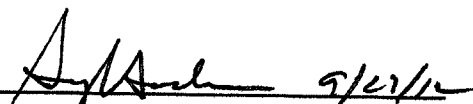
**16.20. Order of Precedence.** In the event of any conflict between the provisions of this Agreement and the provisions contained in the Statement of Work attached to this Agreement as Exhibit A, the provisions contained in the Statement of Work shall control.


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

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


**SNOHOMISH COUNTY:**

**CSDC:**

  
By: GARY HAAKENSON  
Title: Deputy County Executive

  
By: Monika Schmidt  
Title: Vice President, Client Services

**Approved as to Form:**

  
Deputy Prosecuting Attorney

COUNCIL USE ONLY	
Approved:	<u>9-26-12</u>
Docfile:	<u>D-2</u>



**EXHIBIT A**  
**Statement of Work**

*[See attached.]*

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

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

August 7, 2012

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

Dear Ms. Ohlfs:

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

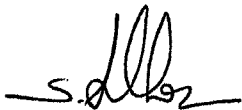
CSDC Systems, Inc. is pleased to have been invited to submit this Quotation to Snohomish County ('Client', 'County', or 'You'), in response to the County's requirements for AMANDA 5 Software Upgrade from the current rich-client version (4.x) to the latest thin-client version (5.x) and the purchase of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

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

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

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

Sincerely,



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

▪ **Introduction**

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

▪ **Project Scope**

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

❖ **AMANDA Software**

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

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

Please refer to Appendix A for details regarding the software descriptions.

❖ **Professional Services**

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

▪ **Pricing**

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

❖ **Summary**

Pricing Summary	Fees
AMANDA Software	\$29,100
Professional Services	\$71,000
<b>Total</b>	<b>\$100,100</b>

❖ **AMANDA Software**

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

\* Covered as part of annual maintenance

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

❖ **Professional Services**

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

❖ **Maintenance**

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

\*Existing maintenance applies

▪ **Timetable**

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

▪ **Payment Schedule**

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

The payment schedule will be based on the below milestones:

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

▪ **Payment Terms**

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

▪ **Validity, Currency and Shipping**

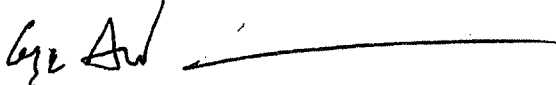

The above provided prices and quotation details are subject to change without notice prior to CSDC receiving a signed quotation. All quoted prices are in USD dollars and are valid for thirty (30) days from the date of this document. Applicable Taxes are extra.

▪ **Assumptions**

Please refer to Appendix B for details regarding project specific assumptions and Appendix C for Training agenda

▪ **Quotation Approval**

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

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

## Appendix A - Software Description

### AMANDA Software

1. **AMANDA 5 Software Scripts** - Scripts that upgrade the current version of AMANDA 4.x to 5.x.
2. **AMANDA Executive Monitor** - AMANDA Executive Monitor is a browser-based module for controlling key performance indicators (KPI) defined for each manager. This is a reporting tool to web-enable existing and new management reports as KPI monitors. Monitors are used to track trends, alerts, summaries, warnings, ticklers and other reminders. Managers can drill down to get details from AMANDA folders.
3. **AMANDA Batch Scheduler** - The design of this API takes into account the batch transfer requirements to update external systems or update AMANDA tables with external data sources. The use of this module ensures that the AMANDA database is updated efficiently and without compromising the integrity of the AMANDA tables and relationships.

## Appendix B – Assumptions

### General

- The Client shall be responsible for procuring and installing the necessary hardware required for the AMANDA application.
- The upgrade to AMANDA 5 is necessary to utilize the Executive Monitor Module.
- CSDC has prepared these estimates of charges for services under the assumption that the County will dedicate appropriate staff and that they will be available for interviews, discussions, and meetings. Those business experts who have extensive knowledge of the County policies and procedures will participate actively in project activities.
- For the configuration of the Batch Scheduler and Executive Monitor(s), CSDC will work collaboratively with the County to configure this software to fit the County's environment.
- CSDC provides services, for the most part, on site at the County location. The onsite services include installation, analysis, testing and training. Configuration and project coordination services will be provided off site.
- CSDC is not responsible for providing any third party software (RDBMS, WEB software, Application Server, J2EE Server Software, Crystal Reports etc.) that is to be required to run any type of environment (Production, Development, Testing, Training, etc.) unless otherwise specified. It is the responsibility of the County to acquire the application software, Hardware etc.
- The Professional Services pricing does not include expenses. Actual, reasonable costs and expenses incurred by CSDC's consultant in performing services on-site at the County's offices in Everett, Washington, will be reimbursed by the County according to the terms and conditions contained in the County's Finance Policy Statement No. 1211, entitled "Travel Expenses;" provided, however, that in no event shall the County reimburse CSDC for expenses in an amount greater than Five Hundred Dollars (\$500) per day.

### Services

#### Installation

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

#### Configuration

- Conversion of the existing merge documents and info-maker reports to AMANDA5 supported format is under the responsibility of the County. If CSDC's involvement is required, then a scope change needs to be negotiated.
- CSDC will configure two (2) Monitors for Executive Monitor.
- CSDC will configure two (2) Batch Routines(s) for Batch Scheduler Module.

### Testing

- CSDC will perform all Unit and System Testing before delivering the AMANDA5 software, Executive Monitor, and Batch Scheduler modules.
- User Acceptance Testing is under the responsibility of the client. CSDC will provide support for the UAT.
- The Client will prepare and execute all necessary test plans, scripts and cases.

### Training

- CSDC will provide training services on the new AMANDA5 administration and End-user. This training will be based on the train-the-trainer approach. It is the responsibility of the County to train the rest of the users in AMANDA5. The training is limited to a maximum of ten (10) staff members only.
- CSDC will provide training services on the Batch Scheduler module. Due to the administrative nature of this module, we anticipate AMANDA administrators to attend the training. The training is limited to a maximum of five (5) staff members only.
- CSDC will provide training services on the Executive Monitor module. This includes training on managing the Executive Monitor server and configuration of Monitors and Alerts.
- CSDC will provide an electronic copy of the training materials, where applicable, for the training sessions.
- The Client will provide training facilities (if needed) with proper network access to the Training Instance.

### Go Live

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

### Project Coordination

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



## Appendix C - Training Agenda

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

### AMANDA 5 New Features/Functionality Administration

- Administration Training will be provided by CSDC and will include system installation and set-up, including an overview of AMANDA Version 5 (web browser or thin client), and AMANDA Interface training. CSDC will demonstrate to the County how to use the web browser version of AMANDA to query and retrieve data, edit and add data. Training will be conducted on-site for a period not to exceed two (2) days.
  - The New Features/Functionality Administration Training will be given to the technology team (6 members) and four (4) additional users from either the Information Services (IS) department and/or power users within the Planning and Development Services (PDS) department.
  - AMANDA 5 New Features/Functionality Administration curriculum will include training on the core Admin Tools component of the application that includes the ability to define user permissions/roles, each level of functionality and Admin support for features.
  - Snohomish County will provide CSDC with training questions at least one week (1 week) in advance of the actual training. CSDC will provide a reasonable response and determine with Snohomish County how best to facilitate input from questions in order to ensure a thoughtful and effective training session.

### AMANDA 5 New Features/Functionality End User Training

- This training will provide Snohomish County with resources to increase end user competence in using the AMANDA Version 5 system on a day to day basis. The CSDC Trainer will be able to demonstrate the use of procedures and software for end users, including short cut keys and examples of newly developed user enhancements. Copies of applicable training documentation will be provided for the trainer to use in developing end user curriculum. Training will be conducted on-site for a period not to exceed one (1) day.
  - The end user training will be given to the technology team consisting of six (6) members and four additional users from either IS and/or power users within PDS.
  - The curriculum, at a minimum shall include how to generate a folder, create an output document, track items on a Task List, set up My Office Elements, complete fee generation for an applicable folder and understand workflow tied to a folder under the new AMANDA 5 application. Additional elements that help facilitate a strong understanding of the system will be incorporated into the training by CSDC.
  - The training documentation will be provided to Snohomish County in advance and a conference call between CSDC and Snohomish County will determine the agenda and length of sessions prior to the training.

### AMANDA Batch Scheduler Training

- CSDC will provide fundamental knowledge and information on functionality and how to use this software module. CSDC will provide training on the use and functionality of Batch Scheduler for its AMANDA 5 web version application. CSDC will provide training by showing how to setup the Batch Scheduler routines listed below:
  - Routine 1
    - i. After issuance, auto-print the Permit and auto-save it as a PDF on folder attachment (or instead of just printing – print to file, email to applicant, save as a PDF file)
      - 1. Batch scheduler always looks at jobs in the queue
      - 2. Can setup with the issue procedure
  - Routine 2
    - ii. Setup the 120 day clock to be managed using a combination of folder Clock, Folder Info fields, and business rules triggered through procedures. The Batch Scheduler procedures should increment the clock daily to keep the clock moving forward when the clock is “On” and be used for reminder processes (to both staff and the customer) as deadlines are approaching.
- Any scripts that are created for batch procedures will be provided to Snohomish County to use for future setups.
- Training will be provided to up to ten (10) staff to be determined by the county.
- Training will be conducted on-site for a period not to exceed one half (1/2) day and conducted the same day as Executive Monitor Training.

### AMANDA Executive Monitor Training

- CSDC will provide fundamental knowledge and information on functionality and how to use this software application.
  - CSDC will provide training on the use and functionality of Executive Monitor and Alerts for its AMANDA 5 web version application.
  - CSDC will provide training by showing how to setup 2 Executive Monitors and Alerts listed below as well as show staff how to read them.
    - i. Executive Monitor and Alert 1
      - 1. Create an Executive Monitor to alert managers and supervisors as projects are nearing the end of the clock with work still remaining to be done by the County. All starts and stops to the clock should be triggered through the normal folder workflow; there should be no additional processes inserted to explicitly stop/start the clock.

ii. Executive Monitor and Alert 2

1. Create an Executive Monitor that shows number of permits in or issued by discipline that can be drilled down to show which permits and how many make up that discipline and then drill down further to see the detail of the permits in that category
  2. Examples would be Commercial, Land Use, Residential
    - a. Drilling Down on Residential would show # of RK, BP, MH, AB (etc.)
    - b. Drilling down on RK would show details of the RK permit
- Prior to training, Snohomish County will identify two executive monitor and alert procedures related to business activities that CSDC can train and demonstrate with the County.
  - Any scripts that are created for procedures will be provided to Snohomish County to use for future setups.
  - Because the Executive Monitor has an admin component and an end user component, training shall be conducted in two separate sessions. The curriculum for the administrators will include defining the needs, how to setup, display and push out a monitor and alert. The curriculum for the end users will include how to display the dashboards, what they mean, and how to use them for more or less detail.
  - Training will be conducted on-site in two sessions for up to ten (10) staff members in two separate sessions for a period not to exceed one half (1/2) day and conducted the same day as Batch Scheduler Training

ITEM	AMANDA 5 Acceptance Criteria DESCRIPTION	DOES	DOES NOT	NOTES
<b>AMANDA 5 – New Features/Functionality (End User and Administration)</b>				
	Product Delivery and Installation: <ul style="list-style-type: none"> <li>• Confirm CSDC has provided the required software and professional services to upgrade AMANDA from 4.x to 5.x.</li> <li>• Confirm CSDC has upgraded the database for AMANDA 5 compliance</li> <li>• Confirm that CSDC installed AMANDA 5 in the County Infrastructure.</li> <li>• Confirm that the scripts ran upgrade the current database to AMANDA to 5.x.</li> </ul>			
	All core admin tools as defined in the training are functional (this includes defining permissions/roles, each level of functionality, and Admin support features)			
	All version 5 system functionality in end user training is functions: <ul style="list-style-type: none"> <li>• Short Cut Keys</li> <li>• Task Lists</li> <li>• Create an output document</li> <li>• Setup My Office Elements</li> <li>• Complete fee generation for a folder</li> </ul>			
	Training documentation is complete and accurate.			

**EXECUTIVE MONITOR**

	<p>Product Delivery and Installation:</p> <ul style="list-style-type: none"><li>• Confirm CSDC has provided the required software and professional services to install AMANDA Batch Scheduler</li><li>• Confirm that CSDC has installed AMANDA Batch Scheduler in the County Infrastructure.</li></ul>			
	<p>Executive Monitor built that shows number or permits in or issued by discipline (e.g. Commercial, Residential, Land Use, Land Disturbing Activity, Right of Way).</p> <ul style="list-style-type: none"><li>• Any discipline shown on the monitor can be clicked on to get more detail of the permits in that Category (e.g. Residential would show RK, BP, MH, AB)</li><li>• Any folder in that category that the manager clicks on shows the details of the folders in that category.</li></ul>			
	<p>Executive Monitor with alert built that notifies managers and supervisors as projects are nearing the end of the 120-day clock with work that is remaining to be done by the county (this is joint functionality with batch scheduler).</p>			
	<p>Automatically adds an alert/reminder comment to the client's or report information in AMANDA</p>			
	<p>Ability to reassign a case(s) to a different staff person (i.e. technical reviewer, inspector) at any time</p>			
	<p>Provide real time data to measure activities.</p>			
	<p>Create tasks automatically when thresholds are:</p> <ul style="list-style-type: none"><li>• Approached</li><li>• Met</li><li>• Exceeded</li><li>• Overdue</li></ul>			