

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

MOTION NO. 09-540

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

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

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

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

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

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

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

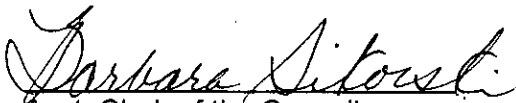
NOW, THEREFORE, ON MOTION, the County Council approves and authorizes the County Executive to execute Amendment Four to the Master Contract for Permit Tracking System (AMANDA).

PASSED this 16th day of December, 2009.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

  
Chairperson

ATTEST:

  
Asst. Clerk of the Council

## ADDENDUM TO SOFTWARE LICENSE AGREEMENT

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

### RECITALS

- A.** CSDC is the creator and vendor of certain software database products, commonly known as the "AMANDA Software," that are used to input, store, sort, manage, track and analyze building and land use permit and development applications and related information.
- B.** The County originally purchased the AMANDA Software pursuant to that certain Agreement dated April 29, 1994 (the "Original Agreement"), by and between the County and CSDC, as successor in interest to Sequent Computer Systems, Inc., an Oregon corporation.
- C.** Between the date of the Original Agreement and the date of this Addendum, the County and CSDC have made several modifications or additions to the Original Agreement, as the County upgraded, customized and otherwise enhanced its installation of the AMANDA Software, including but not limited to the following modifications, amendments or additions to the Original Agreement: (i) on or about June 22, 1998, the County upgraded its software license for the AMANDA Software from a per user license to an enterprise license; (ii) pursuant to that certain Contract for Professional Services dated May 14, 2001, the County hired CSDC to make certain enhancements to the County's installation of the AMANDA Software; and (iii) pursuant to that certain Master Agreement for the Purchase of Amanda Software Modules and Related Services, dated August 13, 2007, the County purchased from CSDC certain additional modules, upgrades, enhancements and customizations for the County's installation of the AMANDA Software. As modified by these modifications, amendments or additions, the Original Agreement shall be called the "Agreement."
- D.** The current version of the AMANDA Software in use by the County is Version 4.4.23.8050513, which is a desktop client application.
- E.** CSDC has recently created an additional module for the AMANDA Software (the "GIS Adaptor") which allows the AMANDA Software to be integrated with a GIS database.
- F.** The County now desires to purchase from CSDC a license to use the GIS Adaptor software as well as certain consulting services related to the initial installation, configuration and implementation of the GIS Adaptor, under the terms and conditions described in this Addendum.

## AGREEMENT

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

### 1. Incorporation of Agreement

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

### 2. Purchase and Sale of GIS Adaptor

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

### 3. Installation and Configuration of GIS Adaptor

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

### 4. Coordination with GIS Viewer Vendor

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

### 5. Training County Personnel

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

### 6. Payment for Software and Services

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

**7. Governing Law and Venue**

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

**8. Interpretation; Severability**

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

**9. Attorneys' Fees**

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

**10. Exhibits**

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

EXHIBIT A - Statement of Work for AMANDA GIS Adaptor

**11. Order of Precedence**

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

**12. Execution in Counterparts**

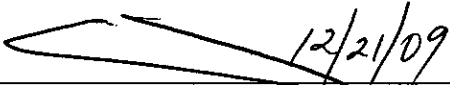
This Addendum may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

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

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


**THE COUNTY:**

Snohomish County, a political subdivision of the State of Washington

By   
Name: MARK SOINE  
Title: Deputy Executive

**CSDC:**

CSDC Systems, Inc., a Delaware corporation

By   
Name: JAIMÉ PESCHIERA  
Title: VICE PRESIDENT  
CONTRACTS ADMINISTRATION

**Approved as to Form:**

 October 2, 2009  
Deputy Prosecuting Attorney

COUNCIL USE ONLY	
Approved:	<u>12-16-09</u>
Docfile:	<u>D-18</u>

**EXHIBIT A**  
**Statement of Work for AMANDA GIS Adaptor**

*[See Attached.]*

## **AMANDA GIS Adapter Overview:**

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

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

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

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

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

## **Statement of Work:**

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

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

## **General Work to be performed**

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

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

## **Installation of GIS Adaptor and Integration with GIS Viewer**

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

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

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

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

## **Configuration**

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

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



## GIS Adaptor Training

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

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

## Project Plan and Schedule

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

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

## **Roles and Responsibilities:**

### **CSDC**

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

### **County Staff**

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

### **GIS Viewer Vendor**

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

## **Assumptions:**

CSDC assumes that:

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

# Statement of Work

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

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

## Pricing:

All prices are in U.S. Dollars.

### Software

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

### Services

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

# Statement of Work

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

\*See "Expenses" section, below.

## Expenses:

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

## Acceptance Statement:

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

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

## Payment Schedule:

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

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