

CONTRACTUAL SERVICE AGREEMENT
Payroll/HRIS Software Implementation, Licensing, and Maintenance

This CONTRACTUAL SERVICE AGREEMENT ("Agreement") is made and entered into between WHATCOM TRANSPORTATION AUTHORITY (WTA), a Washington municipal corporation, and PERSONNEL DATA SYSTEMS, INC, a Pennsylvania registered corporation (CONTRACTOR). CONTRACTOR agrees to provide WTA with the implementation, and ongoing licensing and maintenance of its payroll and HRIS solution Vista and Vista Time. WTA and CONTRACTOR agree to an initial implementation term of one (1) year. Licensing and Maintenance terms will be provided yearly and renewed automatically until terminated in writing by either party.

WTA and CONTRACTOR agree as follows:

1. The Agreement documents in order of precedence, and the terms and conditions that will govern this Agreement, are set out herein, and in the following documents, which are incorporated by reference:
 - This agreement and exhibits, dated MARCH 14, 2018
 - PDS License Agreement (Attachment 1)
 - Addendum A – Pricing (Attachment 2)
 - Addendum B – Professional Services Agreement and Statement of Work (Attachment 3a and 3b)
 - Addendum C – Vista Time (Attachment 4)
 - Schedule 1 – Vista Time (Attachment 5)
 - Business Requirements Matrix submitted by CONTRACTOR dated November 30, 2017
 - CONTRACTOR Proposal submitted November 30, 2017
 - Request for Proposals for Payroll/HRIS Software (RFP) and all Appendices released November 30, 2017
2. CONTRACTOR shall perform all the work required by the scope of work referenced above.

The Agreement term in which CONTRACTOR must complete all implementation is one (1) year. Licensing and Maintenance will be provided yearly and renewed automatically until terminated with ninety (90) day written notice by either party.
3. No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of this Agreement shall be effective without prior written consent of WTA's Procurement & Grants Coordinator. Oral changes, amendments or agreements are not permitted and shall not be paid for by WTA. Prior to becoming a contract modification, all changes must be prepared in writing and executed by the Parties. Only WTA's Procurement & Grants Coordinator shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Agreement on behalf of WTA.
4. WTA shall pay CONTRACTOR in US funds for goods & services provided to the address below.
5. WTA shall maintain a license for Crystal Reports
6. CONTRACTOR will provide a hardware specification
7. CONTRACTOR provides 5 environments
 - a. Test
 - b. Training
 - c. Production
 - d. Recruiting
 - e. Recruiting Test

WTA will transfer the Training environment into an additional test server after go-live as a means to store and preserve its data.
8. Invoices will be sent to ap@ridewta.com or ATTN: Accounts Payable at the WTA address below. Payment will be made in Net 30 Terms from the date of invoice acceptance.

9. WTA's Procurement & Grants Coordinator or designee must approve any change orders in writing, and otherwise in compliance to the obligations set out in the solicitation. Services or goods provided without WTA's written consent need not be paid for by WTA. WTA reserves the right to add or delete services from this Agreement, and will make appropriate adjustments to the contract price.
10. CONTRACTOR shall throughout the term of this Agreement, be a registered with the Washington State Secretary of State as a corporation doing business within the State of Washington, and maintain a registered agent in the state of Washington.
11. The parties agree that this Agreement is the complete expression of the terms. Any oral representation or understandings not incorporated are excluded. Failure to comply with any of the provisions shall constitute material breach of the Agreement and be cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. The forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of all provisions.
12. Original signatures transmitted and received via electronic transmission of a scanned document (e.g. PDF or similar format) are true and valid signatures for all purposes of this Agreement and shall bind the parties to the same extent as that of an original signature. Signatures submitted electronically must be fully legible to be valid.

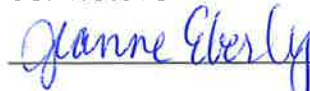
EXECUTED this 14 day of March, 2018

WTA:



Peter L. Stark, General Manager
Whatcom Transportation Authority
4111 Bakerview Spur
Bellingham, WA 98226

CONTRACTOR:



Personnel Data Systems, Inc.
470 Norristown Road, Suite 202
Blue Bell, PA 19422