

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Technology Services

**DATE:** 10/10/2017

**REQUESTED ACTION:**

Request approval authorizing the Interim County Manager to sign the Professional Services Contract with Empower Digital Solutions, Inc. to perform cabling and low-voltage installations for Clark County. The contract runs for a period of 2 (two) years.

Consent  Hearing  County Manager

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**BACKGROUND**

Clark County is currently conducting a telephone system replacement project. As part of that project, existing low voltage cabling and fiber optics need to be upgraded to enable the use of a VoIP telephone system. Clark County will be looking to award a contract to up to 2 (two) vendors, for 2 (two) years, to help complete the initial project effort, but the contract will include future cabling and fiber projects.

The county has six separate locations that will require upgraded low voltage cabling and fiber optics to accommodate the new phone system. The county does not have the resources available internally to handle the amount of work that must be completed. The county is looking to find up to two outside organizations whom we will award a contract. The immediate scope of effort will be the six locations impacted by the telephone replacement project, but these contracts would also allow the county to use the awarded organizations on any other low voltage or fiber optic project that may be identified in the future.

The Professional Services Contracts have no monetary value, nor scope of work associated to them. Work and costs will awarded based on competing bids between the two vendors for each location. The scope of those bids will be covered with revenue coming from the Fall 2015 supplemental budget request approved in December of 2015, that totaled \$2,443,000.

**COUNCIL POLICY IMPLICATIONS**

None

**ADMINISTRATIVE POLICY IMPLICATIONS**

None

**COMMUNITY OUTREACH**

None

**BUDGET IMPLICATIONS**

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	3194 – Technology Reserve
Company Name	

**DISTRIBUTION:**

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

*Steve Dahlberg 9-18-17*  
 Steve Dahlberg  
 Finance Manager – Technology Services

*Sam Kim 9/19/2017*  
 Sam Kim  
 Director of Information Technology

APPROVED: *Julia Romm*  
 CLARK COUNTY, WASHINGTON  
 BOARD OF COUNTY COUNCILORS

*James E Stewart*

DATE: Oct. 10, 2017

SR# 206-17

APPROVED: \_\_\_\_\_  
 Jim Rumpeltes, Interim County Manager

DATE: \_\_\_\_\_



# BUDGET IMPACT ATTACHMENT

## Part I: Narrative Explanation

- I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

## Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
<b>Total</b>						

- II. A – Describe the type of revenue (grant, fees, etc.)

## Part III: Estimated Expenditures

- III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
3194 – Technology Reserve							
<b>Total</b>							

- III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>						



## Professional Services Contract

Contract Purchase No. \_\_\_\_\_

THIS CONTRACT, entered this 1 day of September 2017, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Empower Digital Solutions, Inc., after this called "Contractor."

### WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive bid process by the County RFP 722 and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in the statements of work that will be created for each Low Voltage and Fiber Upgrade job over the course of the contract duration.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,  
THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as described in each of the statements of work that will be created for each Low Voltage and Fiber Upgrade job during the course of contract term. This contract is not a guarantee of work. Work will be determined by mutually agreed statements of work for each job that will be bid between the County and the two Contractors awarded Professional Services Contracts as stipulated in Low Voltage and Fiber Upgrade RFP 722

2. Time. The contract shall be effective beginning 9/15/2017 and ending 9/14/2019

3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in the Statements of Work created for each Low Voltage and Fiber Upgrade job. The parties mutually agree that in no

event shall the amount billing exceed \$750,000.00 without prior approval of the County.

4. Termination. The County may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Further, County may terminate this Contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

5. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification / Hold Harmless. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the



purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this Contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this Contract, the RFP 722, and scopes of work for individual projects.

10. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

11. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Contract.

12. Public records act: Notwithstanding the provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Department of Public Works.

13. Governing Law. This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

14. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

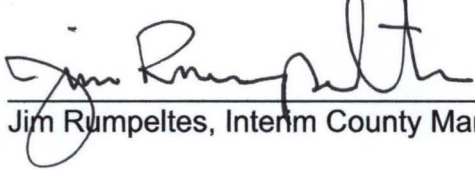
15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Contract.

16. Consent and Understanding. This Contract contains a complete and integrated understanding of the contract between the parties and supersedes any understandings, Contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

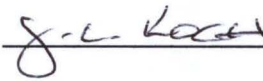
17. Severability. If any provision of this Contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this contract on the date first above written.

CLARK COUNTY, WASHINGTON

  
\_\_\_\_\_  
Jim Rumpeltes, Interim County Manager

Empower Digital Solutions, Inc.

By  \_\_\_\_\_

J.C. KOCH  
\_\_\_\_\_  
Printed Name

C.O.O. / OWNER  
\_\_\_\_\_  
Title

Approved As To Form Only:  
ANTHONY F. GOLIK

Clark County Prosecuting Attorney

  
\_\_\_\_\_  
Amanda Migchelbrink,  
Deputy Prosecuting Attorney

**Vendor/Contractor:**

Have you or any of your employees who will be directly compensated retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

Yes

No



If yes, please provide the name and social security number for each retiree to Clark County Purchasing.