

Professional Services Contract
Clark County Contract HDC.1027

THIS AGREEMENT, entered this 12th day of December 2017, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and FutureNet Group after this called "Contractor."

W I T N E S S E T H

WHEREAS, Clark County conducted an informal solicitation process, RFP 733 and selected the Contractor in order to provide EnvisionConnect and EnvisionConnect Remote technical assistance to review our structure/use of these products and provide any recommendations for enhancements and/or adjustments to ensure we are recognizing available efficiencies; AND

WHEREAS, the Contractor has the expertise to provide assistance in completing the development and deployment of EnvisionConnect Online, an online permitting platform; AND

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 follows:

A. Generally: To provide professional services for Clark County and to perform those services more particularly set out in the attached Statement of Work, attached hereto and incorporated herein by this reference as Exhibit "A."

2. Time. The contract shall be deemed effective beginning December 12, 2017, through December 31, 2018. The contract may be extended upon the mutual written consent of both parties for one (1) twelve (12) month period.

3. Compensation. County shall pay the Contractor for performing said services net 30 days upon receipt of a written invoice according to the Statement of Work attached hereto and incorporated herein as Exhibit “A”, according to the following:

A. Fees paid to Contractor shall be based on the Deliverables / Pricing Summary included in Exhibit A, Section 3.

B. Total compensation shall not exceed \$50,000.00 without the mutual written consent of both parties.

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 breach shall not be held or 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. Contractor does release, indemnify and promise to defend and save harmless, County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, Contractor, specifically agrees to indemnify and hold harmless, County, from any and all claims, including but not limited to, bodily injury claims, brought by

employees of Contractor, and/or participants and recipients of services provided by the Contractor, and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against County. Provided, however, this paragraph does not purport to indemnify County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of County, its elected officials, officers, employees and agents.

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 not or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this agreement 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 agreement and Exhibit "A", Statement of Work attached hereto and incorporated herein by this reference, attached hereto and incorporated herein by this reference. Where provisions of the contract and provisions of Exhibit "A" are inconsistent, the provisions of the contract shall be controlling.

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 incorporated in the written amendments to the agreement.

12. Public Records Act: Notwithstanding the provisions of this Agreement, 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 Clark County Public Health, Records Officer.

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

14. Confidentiality. All information obtained by the contractor shall remain confidential and shall be maintained in accordance with the Health Information Portability and Accountability Act.

15. Debarment or Exclusion. The Contractor shall not employ any person nor contract with any person or entity that is excluded from participation in federally funded (in whole or in part) agreements, in accordance with 42 CFR Part 76 or who are debarred, suspended, declared ineligible or voluntarily excluded. The Contractor and any subcontractors must comply with federal law and must not knowingly have a director, officer, partner or person with a beneficial ownership of the Contractor's equity, or an employee, contract or consultant who is significant or material to the provision of services under this contract, who has been or is affiliated with someone who has been, debarred, suspended or otherwise

excluded by any federal agency. The Contractor shall maintain evidence of compliance in personnel files or with subcontractor's documents. The Contractor shall certify compliance with this provision to the County prior to the term of this agreement, including certification of compliance of any other parties listed above with a beneficial ownership or a party significant to the provision of services under this agreement. The Contractor shall provide the full names of these parties to the County along with certification of compliance prior to the start of this contract.

16. 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. This Contract further covenants that in the performance of this agreement, no person having such interest shall be employed.

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

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

19. Insurance. The Contractor shall provide to Clark County prior to the term of this Agreement, current certificates of insurance which will be in the form of an ACORD Certificate(s), and shall assure that Clark County is listed as an additional insured, and shall include; commercial general liability and medical malpractice insurance to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence contractor must carry commercial general liability insurance in the amount of \$1,000,000.

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

FUTURENET GROUP

DocuSigned by:
Jay Mehta
E354BA9CC5BB48E... 12/12/2017

Jay Mehta
Sr. Vice President

CLARK COUNTY PUBLIC HEALTH

DocuSigned by:
Jim Rumpeltes
49F241AD5AAF452... 12/12/2017

Jim Rumpeltes,
Interim County Manager

APPROVED AS TO FORM ONLY
ANTHONY F GOLIK
PROSECUTING ATTORNEY

DocuSigned by:
Amanda Migchelbrink
F6B2CB11526542F... 12/12/2017

Amanda Migchelbrink, Deputy Prosecuting Attorney

**Exhibit A
Statement of Work**

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1. Project Requirements

- Online Payments
- Inspection Results Portal
- Service Request Submissions
- Complaint Submissions
- Online Permits
- Online License Applications
- Custom Integrated Workflows

2. Application Hosting Model

- Customer Hosted On-Premise
- Accela Hosted

3. Deliverables / Pricing Summary

Deliverable	Description	Cost
1 - Contract Signing	<ul style="list-style-type: none"> Contract Signing, Onsite Project Kickoff 	\$28,344.75
2A. - EC/ECR Review	<ul style="list-style-type: none"> Onsite EC/ECR Assessments (Problem solving for unknowns as specified in RFP) Present EC/ECR Assessment The total efforts for Deliverable 2A. is budgeted NOT to exceed 100 hours. For efforts exceeding 100 hours an hourly rate of \$144.06 up to 66 hours will 	
2B. - System Installation	<ul style="list-style-type: none"> EC/ECR Resolution Assist Customer with registering domain and configuring web server Deploy install package and configure database, e-mail and web server 	
3 - Payment Gateway Configuration	<ul style="list-style-type: none"> Determine payments gateway and interface requirements; configure and test payment interface 	
4 - Workflow Development	<ul style="list-style-type: none"> Create & test 6 workflows with Customer - Train on 2, assist on 4. Assist in creating on complaint workflow Provide SR conversion to PR training 	\$4,049.25
5 - Documentation	<ul style="list-style-type: none"> Assist in the design of stakeholder and staff training documentation and presentations 	\$4,049.25
6 - Project Signoff	<ul style="list-style-type: none"> Signoff at completion and acceptance of project 	\$4,049.25
<i>*If Necessary</i>	<ul style="list-style-type: none"> Deliverable 2A. efforts beyond 100 hours an hourly rate of \$144.06 up to 66 hours will be paid. 	\$9,507.50
Total:		\$50,000.00

4. Project Resources

Contractor Resource(s)	
Role	Responsibilities
EnvisionConnect Implementation Consultant / Subject Matter Expert (SME)	<ul style="list-style-type: none"> • Manage project deliverables • Coordinate with County Project Coordinator • Interact with Accela to ensure system is provisioned • Transition PressAgent to ECO Inspection Portal • Configure Payment interface • Deliver training • Work with County to create and test workflows/forms/applications • Schedule and attend project meetings/activities • Ensure project is completed successfully
County Required Resource(s)	
Role	Responsibilities
Project Coordinator	<ul style="list-style-type: none"> • Coordinate activities of County Subject Matter Experts; • Schedule and ensure attendance at meetings, ensure action items are completed; attend all project meetings and activities • Possess a thorough understanding of client operations and workflows • Assist Contractor Consultant with obtaining required information from County • Obtain approval and signature on all sign-off documents
Subject Matter Experts	<ul style="list-style-type: none"> • Have thorough knowledge of business practices, County policies, and departmental workflows • Participate in all required meetings and the testing of the system • Perform final acceptance review

5. Project Responsibilities

This project requires deliverables from all parties (Clark County (County), FutureNet (Contractor), and Accela). The table below describes project responsibilities.

Requirements	Responsible Parties
Assign EnvisionConnect Implementation Consultant / Subject Matter Expert (SME)	Contractor
Assign Project Coordinator / Subject Matter Expert(s)	County
Assign EnvisionConnect Online Administrator	County
Procure EnvisionConnect Online Software License, Maintenance, and Support from Accela	County
Provide EnvisionConnect Online Administrator's Guide	FNG
Provision EnvisionConnect Online Software	Accela & County
Provision EnvisionConnect Online Server	Accela & County
SMTP Server/Services (for outgoing e-mail)	Accela & County
SQL Server Credentials (new account / limited access for web server)	Accela & County
Firewalled Database Connectivity from EnvisionConnect Online Server to EnvisionConnect SQL Server (e.g., port	Accela & County
Confirm Admin Access to ECO	County & FNG
Online Payment Interface Configuration	FNG
Online and Remote Training Resources	FNG

6. Payment Milestones / Schedules

Refer to Section 3 Deliverables / Pricing Summary the Level of Effort (LOE).

7. Assumptions

1. This proposal assumes an Accela hosted solution for EnvisionConnect.
2. County is using EnvisionConnect 5.4 or later. EnvisionConnect 5.4 is necessary to receive all the benefits of the EnvisionConnect Online system
3. County training is provided online using the implemented solution. Printed training materials are not provided other than what is available from Accela.
4. County training is limited to general feature usage, administration, and building workflows unless otherwise indicated above.
5. The public portal, Press Agent Transition, is limited to out of the box functionality unless otherwise specified.
6. County will provide requested information to Contractor during project implementation within 7 to 15 days in order to avoid substantial / potential project delays. Potential delays in providing Contractor the requested information greater than 15 days after request may incur additional costs.

**If additional costs do occur, they will not exceed contract total of \$50,000.*

