

CLARK COUNTY CONSENT REPORT

DEPARTMENT: Treasurer's Office

DATE: May 8, 2014

REQUEST: Authorize County Administrator to sign Fifth Amendment to the True Automation's professional services agreement for the Assessor/Treasurer's Property Tax System

CHECK ONE: **X Consent** **Routine**

BACKGROUND:

In 2006, the County contracted with True Automation for the replacement of the County Assessment and Taxation System (CATS). The County has accepted the work performed on the replacement system known as the Property Assessment and Collection System (PACS) including several workflow applications streamlining work being processed through the application by both the Assessor's Office and the Treasurer's Office for such functions as providing for and collecting Senior Exemptions for those qualifying for property tax reductions due to age and income.

The Fifth Amendment provides for the development and implementation of an application providing for mobile devices to be used by the Assessor's Office to streamline the collection of data to facilitate the annual assessment field work associated with valuing real property. The estimated cost of this application development is \$79,500 or fifty percent or less of the actual cost of the application. True Automation is absorbing the other half of the cost of development.

One-time license fees are required to have access to this application and for a government needing 20 or less devices the fees equal \$54,500 for the server and device software licenses and Amazon Cloud provisioning and set-up.

The above business agreement is acceptable to all parties; however, the last paragraph of this amendment may be modified relative to the Vendor's discussion with its business partner around source code storage for the benefit of the County.

The County Assessor will need to purchase iPad like devices with an estimated cost of \$31,500.

COMMUNITY OUTREACH:



*mm
OK
y.*

None

BUDGET AND POLICY IMPLICATIONS:

This amendment does not change the budget associated with this Project. It does extend the timeframe until the end of 2014.

Maintenance and Operations costs for the next biennium are reflected on the Fiscal Impacts Exhibit for application use of the server and devices, and Amazon Cloud housing which amounts to \$23,050 per annum. County repair and replacement associated with the iPad devices themselves amounts to \$13,500 per annum.

FISCAL IMPACTS:

Yes (see attached form) No

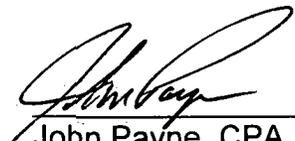
See the Fiscal Impact Attachment.

ACTION REQUESTED:

Authorize the County Administrator to sign the Fifth Amendment to the True Automation professional services agreement.

DISTRIBUTION:

- John Payne, Treasurer's Office
- Linda Latta, Auditor's Office
- Bob Stevens, Budget Office
- Jim Hominiuk, Information Services
- Chris Horne, Prosecutor's Office
- Bob Pool, Geographic Information Systems



John Payne, CPA
Deputy Treasurer

Approved: May 13, 2014
Clark County
Board of Commissioners

SR 99-14

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – This request provides for the development and implementation of an application providing for mobile devices to be used by the Assessor's Office to streamline the collection of data to facilitate the annual assessment field work associated with valuing real property. The estimated cost of this application development is not to exceed \$80,000 or which fifty percent or less of the actual cost of the application. True Automation is absorbing the other half of the cost of development.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
N/A						
Total						

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 – ATS			165,500	73,100	73,100		
Total							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		165,500	73,100	73,100		
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total						

**FIFTH AMENDMENT TO MASTER LICENSE AND PROFESSIONAL
SERVICES AGREEMENT
BETWEEN CLARK COUNTY AND
TRUE AUTOMATION**

Clark County, a municipal corporation and a legal subdivision of the State of Washington (the "County"), and Harris Local Government Solutions Inc. operating as True Automation, (the "Vendor"), hereby agree to modify their Master License and Professional Services Agreement (Version 6.0 Final) as follows:

A. Recitals:

WHEREAS on March 21, 2006, the County entered into an agreement whereby the County contracted for specified information technology services from the Vendor; and

WHEREAS, on October 30, 2008 the Parties entered into Amendment No. 1 to the Agreement; and

WHEREAS, on September 14, 2010 the Parties entered into Amendment No. 2 to the Agreement; and

WHEREAS, on June 28, 2011 the Parties entered into Amendment No. 3 to the Agreement; and

WHEREAS, on December 29, 2012 the Parties entered into Amendment No. 4 to the Agreement; and

WHEREAS, the Vendor has delivered a Statement of Work and a PACS Mobile Design Specification for the Washington 9.0 application and the County desires to utilize a mobile application to streamline annual assessment data gathering; The Parties wish to enter into this Amendment No. 5 to provide for jointly developing a mobile data gathering application for use in the field by the County Assessor's real property appraisers to utilize in the field; and

WHEREAS, in accordance with Sections 7.8 and 10.3 of the Master License and Professional Services Agreement (Version 6.0 Final) dated March 21, 2006, the agreement may be amended with the mutual consent of the parties; and

WHEREAS, the purpose of this amendment is to describe the development and implementation for successfully deploying the PACS mobile units (tablets) for gathering annual assessment data for the County Assessor's Office.

NOW THEREFORE the parties agree that effective as of the signing of this amendment as follows:

Changes to the Agreement shall be made as follows:

The Vendor and the County agree to amend the Master License and Professional Services Agreement, as amended by the First, Second, Third and Fourth Amendments, to include the following:

B. PACS Mobile Unit Development, Implementation, Review, Acceptance, and Payment.

The Vendor and the County agree to co-development utilizing a mutually agreed upon and approved Statement of Work and Design Specifications document for the planning, requirements definition, design specifications, custom programming, training, and go-live project activities for PACS Mobile Washington in the attached Statement of Work (See Exhibit "A") which is incorporated herein.

The estimated timeframe for the development and implementation of these mobile units begins with Gap Analysis starting May 19th, 2014 and concluding with "go-live" on October 24, 2014 (see attached Statement of Work – Exhibit A).

Also attached to this Amendment is Exhibit B the PACS Mobile Design Specifications for Washington 9.0.

The above two Exhibits are the governing documents for this mobile application development and implementation. These documents will be attached to this Amendment and shall govern the development and implementation of mobile assessment units for the Clark County Assessor's Office.

Clark County will pay a maximum of \$79,500 for the design, development, integration and Vendor project management under this agreement (see Statement of Work – Project Cost Schedule). The Project Schedule, under the Statement of Work, will be finalized to provide both "Start" and "Finish" dates for each of the projects components as agreed between the parties no later than June 20, 2014.

This Amendment does include the following payment of one-time licenses:

1. Server Licenses. Clark County agrees to pay a Server License fee a one-time Server License Fee of \$12,500.
2. Device Licenses. Clark County will purchase a minimum of 20 devices and agrees to pay a per device license fee of \$2,000 per Device. Should Clark County deploy additional units in the future, Clark County will pay a per device license fee of \$2,000.
3. Amazon Cloud. A one-time provisioning and setup fee of \$2,000.

This Amendment, through Exhibit C, provides for Annual Fees associated with Mobile Field Devices. These one time licensing fees indicated in 1, 2 and 3 above shall be payable 30 days after product implementation and acceptance as defined in the Statement of Work. Harris Local Government Solutions warrants these fees shall be one time licensing fees and shall carry forward throughout the life of the product or a minimum of 5 years.

This is a fixed priced project, with the following exception; software/hardware required as a result of the GAP analysis – Clark County and HARRIS\True Automation will jointly review the GAP analysis to determine if there are significant changes/enhancements required by Clark County. Additional cost for enhancements or increased scope will be addressed via a documented "Change Order" process. Any additional cost or effort above what is identified in the SOW must be mutually agreed upon by both parties.

GAP Analysis shall result in a finalized Statement of Work. If parties do not agree on the resulting Statement of Work or find cost increases in the Statement of Work are beyond the scope of this project budget, either party may terminate the agreement without obligation of fees.

Changes in scope resulting from the GAP analysis could have an impact on the project schedule and changes in schedule will be communicated via a no cost change order. Changes in the fixed price must be associated with Clark County requests that provide unique features to only Clark County and no other county within the State of Washington.

Milestone Payments – At the mutual agreement of the GAP Analysis and resulting Statement of Work, no later than June 20, 2014,, payments will be made at each milestone as invoiced and as depicted in the SOW. There will be no holdback or delays in payment.

C. Key Personnel.

Clark County shall have the resources identified below from the Vendor:

Tailia Gifford – Project Manager

The Vendor shall have the resources identified below from the County:

Willy Traub – Project Manager

The remaining terms and conditions of the Agreement and Amendments No. 1, No.2, No.3, and No. 4 not expressly amended herein shall remain in full force and effect. Terms and conditions noted in this agreement supersede the provisions of Amendments numbered 2 and 4 associated with "Final Delivery and Acceptance", with the exception of the paragraph relating to Penpad devices within Amendment No. 4, part B, "Final Product Delivery, Review, Acceptance, and Payment". Penpad capabilities will continue to be maintained and supported in full functionality until 12 months after acceptance and implementation of Mobile Devices.

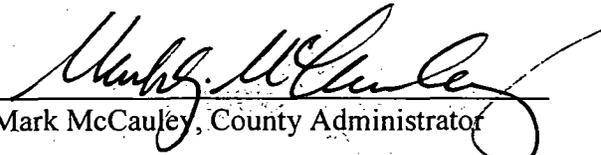
Should the Vendor acquire the source code associated with the server and device licenses from Data Cloud Solutions, the Vendor agrees to place the code in an Escrow Account, like Iron Mountain. The cost associated with this escrow will be borne by Clark County and True Automation will verify to Clark County that the original source code and all updates thereto have been deposited into such Escrow. Should the Vendor cease doing business, in the State of Washington, such source code and updates thereto shall become the property of Clark County.

True Automation, Inc.

Dean deVilleneuve, Executive Vice President

Date: _____

CLARK COUNTY



Mark McCauley, County Administrator

Date: 5/13/14

Approved as to form:
TONY GOLIK
Prosecuting Attorney



Chris Horne, Chief Civil Deputy

EXHIBIT C

Fifth Amendment to Master License and Professional Services Agreement Between Clark County and True Automation

Mobile Devices – Annual Fees:

The annual fees payable to True Automation for mobile device application support will be the following for the period 2014, 2015, and 2016:

Mobile Field Device Server Application Software & Application Maintenance Fee	\$6,250.00
Field Device Application Software & Maintenance Fee	\$ 500.00/device
Annual Cloud hosting fee (\$.04 per parcel) Example: Parcel Count: 166,824 parcels (This will be a variable fee based upon parcel count but the \$.04 per parcel charge will not change for the period noted above)	\$6,672.96

Future annual fees associated with the above identified fees may be changed after 2016 by True Automation to keep pace with the annual rate of inflation as such rate of inflation is identified as Core Inflation by the Federal Reserve Board.

Modification of this Exhibit for fee increases in the future will be sufficient justification for payment of said fees.