



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Glenn Gilbert, Public Health Assistant
Veronica Shaw, Deputy Public Health Director

DATE: October 16, 2023

SUBJECT: Agenda Item – Amendment to Contract for Service of Mobile App to enhance functionality and ease of use of county website on mobile devices; The Agreement is: One year upon signing, with planned annual renewal; 2023-2024 increase to \$6,810.58

STATEMENT OF ISSUE:

Jefferson County Public Health (JCPH) is requesting Board approval of an Amendment to the Contract with CivicPlus to build and maintain iOS/Android apps to enhance user experience when accessing the county website using a mobile device. The original Agreement is for one year from date of execution; \$6,220.00. The date of annual renewal is November 17, 2023, with the increase for one year of technical support being \$6,810.58, with annual renewals until termination.

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

Jefferson County has an existing contract for building and maintenance of the Jefferson County website. The coordination of the website with the proposed mobile app will enable easier use of the website when accessing via mobile devices. The parties to the contract intend to maintain technical support on an annual renewal, with an anticipated annual fee increase.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

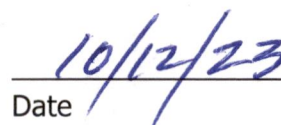
New funding in the amount of \$75,000.00 from the NACCHO Equipping Local Health Departments to Build COVID-19 Vaccine Confidence (COVIED) project will cover the cost of building the mobile app and first year service at \$6,220.00; annual recurring service for year two at \$6,810.58.

RECOMMENDATION:

JCPH management request approval of the Amendment to CivicPlus Mobile App Agreement: one year upon signing, with planned annual renewal; \$6,810.58 for year 2.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: CivicPlus Contract No: AD-22-011-A1
Contract For: Mobile App Maintenance Term: Until terminated (annual renewal 11/17/23)

COUNTY DEPARTMENT: Public Health
Contact Person: Veronica Shaw
Contact Phone: x409
Contact email: veronica@co.jefferson.wa.us

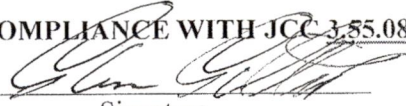
AMOUNT: \$6,810.58
Revenue: _____
Expenditure: \$6,810.58
Matching Funds Required: _____
Sources(s) of Matching Funds: _____
Fund # 127
Munis Org/Obj 12756200

PROCESS:

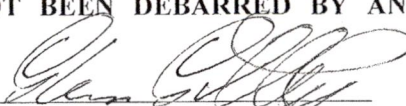
☐	Exempt from Bid Process
☐	Cooperative Purchase
☐	Competitive Sealed Bid
☐	Small Works Roster
☐	Vendor List Bid
☐	RFP or RFQ
☒	Other: <u>On-going</u>

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐  Oct. 5, 2023
Signature Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐  Oct. 5, 2023
Signature Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 10/11/2023.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 10/5/2023.
Contract amendment.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

[Amendment 1]

Quote #:

Q-44971-1

Date:

6/21/2023 4:42 PM

Customer:

JEFFERSON COUNTY,
WASHINGTON

QTY	Product Name	DESCRIPTION
1.00	Department Header Package Annual Fee	Jefferson County Public Health Department Website Annual Fee for Hosting and Support
1.00	CivicEngage CivicPlus Mobile Base App Renewal	Proprietary CP Mobile app shell, API management
1.00	CivicPlus Mobile - CivicEngage Central Renewal	A CivicEngage Central integration, which includes standard mobile relevant modules

Annual Recurring Services - Initial Term	USD 6,810.58
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1. This renewal Statement of Work ("SOW") is between Jefferson County Public Health Department ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 11/17/2023 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client: JEFFERSON COUNTY WASHINGTON

CivicPlus

By:

By:

Name:

Greg Brotherton

Name:

Amy Vikander

Title:

Chair,
Board of County Commissioners

Title:

Senior Vice President of Customer Success

Date:

Date:

ATTEST:

Carolyn Gallaway,
Clerk of the Board

Date

Approved as to form only:



October 5, 2022

Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney

Date

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-23136-1

Date:

3/7/2022 4:56 PM

Expires On:

6/5/2022

Product:

CivicEngage

Client:

Jefferson County Public Health Department WA - CivicEngage

Bill To:Jefferson County Public Health Department WA -
CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jeff Mbamala	x	jeff.mbamala@civicplus.com		Net 60

CivicEngage - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	CivicEngage CivicPlus Mobile Base App	Proprietary CP Mobile app shell, API management	Renewable
1.00	CivicPlus Mobile Implementation - CivicEngage Central	Configure, build and deploy iOS/Android apps with customized assets	One-time
1.00	CivicPlus Mobile - CivicEngage Central	A CivicEngage Central integration, which includes standard mobile relevant modules	Renewable

List Price - Year 1 Total	USD 10,164.38
Total Investment - Year 1	USD 6,220.00
Annual Recurring Services - Year 2	USD 4,599.00

Total Days of Quote:255

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the Jefferson County Public Health Department WA - CivicEngage Statement of Work signed by and between the Parties ("the Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

2. Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Recurring Services) upon signing and submission of this SOW. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-terminated to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

3. Each year this SOW is in effect, a technology investment and benefit fee, as agreed to in the Agreement, will be applied to the Annual Recurring Services subscription fee.

4. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.

5. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.

6. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.

7. CivicPlus will carry and maintain throughout the period of the Agreement comprehensive general liability insurance in the amount of \$ 1,000,000 to cover all classifications of work contemplated herein, and will also carry and maintain auto liability insurance within the limits of \$ 1,000,000 for each person and for each occurrence. CivicPlus shall also carry standard professional liability insurance covering damages resulting from errors and omissions of the CivicPlus or his employees or agents; the limit of liability shall be not less than \$ 1,000,000. All policies shall provide coverage on an occurrence basis.

8. Certificates demonstrating insurance coverage shall be furnished to the County within 15 days of the execution of this Agreement showing all required coverages, limits, and endorsements. Coverage must be conditioned upon the County receiving thirty days prior written notice of reduction in coverages, cancellation, or non-renewal. Maintenance of such insurance is a condition precedent to the compensation of CivicPlus. CivicPlus shall also maintain statutory workers' compensation insurance and employer's liability insurance to cover employees and volunteers as required by state and federal law. All insurance required by this paragraph must be primary and non-contributory. CivicPlus's liability insurance policies must be endorsed to show this primary coverage.

9. Any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following procedure.

- Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure ("DRP"), CivicPlus and Client shall enter into a management meeting for the purpose of resolving the dispute or controversy through normal business management practices. The meeting must be held between upper-level managers of both Client and CivicPlus. Both parties agree to put forth their best efforts in these meetings. The meeting shall be held at Client's. The Level 1 period shall begin when one party gives notice to the other by certified mail that it is entering into this Level 1 procedure to resolve the dispute.
- Level 2: Only after the parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, Client and CivicPlus shall enter into a mediation process. Each party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the parties. The mediation process is defined as follows: The parties shall select a mutually agreeable mediator to aid the parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either party. The mediation shall be held at a mutually agreeable location.
- Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, may either party bring suit in the Superior Court of the State of Washington in

and for Jefferson County. Each party shall bear the cost of their own legal expenses if Level 3 is used.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and the parties stipulate that venue for any matter which is a subject of this SOW shall be in the County of JEFFERSON, State of Washington.

11. Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement performance under this Agreement to the extent that such liability arises from Client's or CivicPlus' negligence.

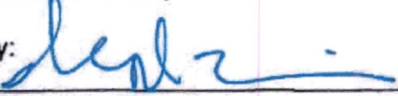
Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement terms and conditions

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client:
Jefferson County

By: 

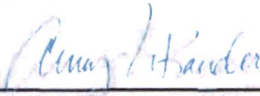
Name: Heidi Eisenhauer

Title: Chair Board

Date: 3/28/22

SEAL:

CivicPlus

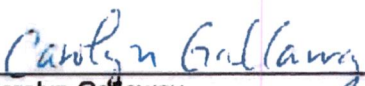
By: 

Name: Amy Vikander

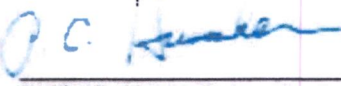
Title: Senior VP of Customer Success

Date: 04/01/2022

ATTEST:

 3/28/22
Carolyn Galloway Date
Clerk of the Board

Approved as to form only:

 March 18, 2022
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

Contact Information

*all documents must be returned: Statement of Work, and Contact Information Sheet.

Organization		URL	
Jefferson County Public Health		co.jefferson.wa.us	
Street Address			
615 Sheridan Street			
Address 2			
City	State	Postal Code	
Port Townsend	WA	98368	
CivicPlus provides telephone support for all trained clients from 7am - 7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.			
Switchboard: 360-385-9400			
Emergency Contact & Mobile Phone			
Dj Dimick, Network Technician: 360-385-9246		ddimick@co.jefferson.wa.us	
Emergency Contact & Mobile Phone			
Emergency Contact & Mobile Phone			
Billing Contact		E-Mail	
Kae Lombardy		klombardy@co.jefferson.wa.us	
Phone	Ext.	Fax	
360-385-9437			
Billing Address			
615			
612 Sheridan Street			
Address 2			
City	State	Postal Code	
Port Townsend	WA	98368	
Tax ID #	Sales Tax Exempt #		
916001322			N/A
Billing Terms	Account Rep		
NET 60-DAYS	Jeff Mbamala		
Info Required on Invoice (PO or Job #)			
N/A			
Are you utilizing any external funding for your project (ex. FEMA, CARES):			
Y [] or N [☒]			
Please list all external sources: National Association of County & City Health Officials Grant			
Contract Contact		Email	
Glenn Gilbert		ggilbert@co.jefferson.wa.us	
Phone	Ext.	Fax	
360-385-9421			
Project Contact		Email	
Bonnie Obremski		bobremski@co.jefferson.wa.us	
Phone	Ext.	Fax	
360-379-4478			