

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Visus LLC with an address at 5385 Hollister Ave., Bldg. 12-101, Santa Barbara California 93111 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE**

Aleksandar Jevremovic at phone number 805-568-3012 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Michael Daoud at phone number 805-683-5121 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: ALEKSANDAR JEVREMOVIC, COUNTY OF SANTA BARBARA, PUBLIC WORKS DEPARTMENT, 123 EAST ANAPAMU STREET, SANTA BARBARA, CALIFORNIA, 93101

To CONTRACTOR: MICHAEL DAOUD, VISUS LLC, 5385 HOLLISTER AVE., BLDG. 12-101, SANTA BARBARA, CALIFORNIA, 93111

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM**

CONTRACTOR shall commence performance upon approval by County's Board of Supervisors and execution by all parties and end performance upon completion, but no later than NOVEMBER 30, 2020 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income,

which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted

accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If COUNTY audit exceptions are made relating to this Agreement, immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions directly to COUNTY as specified by COUNTY in the notification. Reimbursement shall be limited to the total amount paid by COUNTY to CONTRACTOR for the project defined in EXHIBIT A.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period.

Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. **NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence

therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. BUSINESS ASSOCIATE

The parties agree to the terms and conditions set forth in Exhibit D - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

//
//

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **VISUS LLC**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

PUBLIC WORKS

CONTRACTOR:

VISUS LLC

By: _____
Department Head

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:  _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By:  _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

Michel Daoud shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

Suspension for Convenience. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

Description of Work

The County of Santa Barbara Public Works Department is contracting with CONTRACTOR to create a Surveyor Digital Intake and Review web application to streamline the process of accepting maps to be reviewed. This online process must save time for the Surveyor's office and its customers. It must also alleviate the need for physical storage of maps by having most maps provided digitally along with all supplemental references. Customers must be able to pay online, review their submittals online, and have easy access to the history of all submittals. The Surveyor's Office must also be able to provide updates to customers electronically and review all submittals in electronic format. This will reduce data entry errors and the need for in-person back-and-forth communication with the customer, while increasing productivity and operational efficiency. The application must be responsive for easy viewing on a desktop or tablet. All of these benefits should enhance the customer experience while making the job of the Surveyor's team easier and more efficient.

As discussed further below, the development and deployment of all web applications, and all of the web pages and functionality, as listed in this Statement of Work, shall include:

1. Full development of web applications
2. Testing
3. Project Management
4. Client meetings
5. User Acceptance Feedback
6. Deployment

In CONTRACTOR'S Specifications and Implementation Proposal, attached here to and incorporated by reference as Attachment A1, CONTRACTOR proposes the development and deployment phase of the project based on wireframes and functionality of the web application specified in the discovery and design phase. This Statement of Work outlines the key tasks, business rules, and specifications for implementing the web application based on the input received during the design meetings. CONTRACTOR shall create each of the following wireframes as functional webpages that, at a minimum, meet the business rules and specifications as described in Attachment A1:

Home
Forgot Password
Reset Password

Reset Password Success
Create Account
Create Account - Success
Manage Profile
Change Password
Change Password Success
Projects
Create New Project
Add Submittal - Record of Survey
Add Payment
Submittal Review
Confirmation
Project Details (in progress)
Project Details (needs new submittal)
Review for Submittal popup
Add Submittal - Tract Map
Submittal Review
Confirmation
Pay Balance
Submittal Review
Confirmation
Download Submittal Forms
Active Projects
Edit Project
Update Balance Popup
Reject Submittal Popup
Reject Project Popup
Reports
Payment History Report
Users
Project Types and Fee Schedule
Header - not logged in
Header - Customers
Header - Back Office
Header - Admin
Footer

In the event of a conflict between this Agreement that includes this Exhibit A and Attachment A1, the terms of this Agreement and Exhibit A shall prevail and control.

The key tasks in the full development and deployment of the web application are:

Key Task 1

General

- Project Code Foundation Setup
- Visual Studio Setup
- Azure App instance and DB Setup
- Continuous Integration
- Database Implementation

Home

- Home/Landing Page
- Login
- Forgot Password
- Reset Password

Security Roles

- Applicant
- Back Office (Supervisor)
- Admin User

Key Task 2

Customers

- Create Account
- Create Account Success
- Applicant Profile (Manage Profile)
- Applied for Projects (Dashboard)
- Create New Project
- Create New Project - Owner
- Create New Project - Licensed Professional
- Submittal Forms Download Page

Key Task 3

Upload Workflow

- Add Submittal - Record of Survey
- Add Submittal - Corner Record
- Add Submittal - Tract Map
- Add Submittal - Parcel Map
- Add Submittal - Lot Line Adjustment
- Add Submittal - Voluntary Merger
- Add Submittal - Certificate of Compliance
- Add Submittal - Parcel Validity Search
- Add Submittal - Certificate of Correction
- Add Submittal - Right of Way Research (Public Request)

- Add Payment
- Order Review (Review page with Project and Submittal Details)
- Order Confirmation (Thank you page)
- Save Uploaded Files to Azure Storage

Key Task 4

Email Notifications

- Project Created (Applicant)
- Project Created (County Intake Address)
- Submittal Added (Applicant)
- Submittal Added (County Intake Address)
- Verification Complete (Applicant)
- Verification Complete (County Intake Address)
- Balance Changed (Applicant)
- Project Status Changed (Applicant)

Project Details

- Project Details
- Project Details - Submittals
- Project Details - Payment History
- Project Details - View Submittal Review Results

Key Task 5

Back Office & Admin Users

- Active Projects List
- Project/Submittal Review

Reports

- Payment History Report
- Maps Processed per date range with fees collected

Admin Users

- Users List
- Administer Project Types and Fee Schedule

Azure Agent

- Monitor directories
- Add links to files to Project record in DB for customer to download completed files.
- Update project balance

Key Task 6

Other

- Heartland (or other) Integration
- Azure File Handler
- Active Directory Integration Using Federation Services

Azure Storage File Handler

In order to keep the files uploaded to Azure Storage from being publicly accessible, CONTRACTOR shall implement the Azure Storage as a private storage container. CONTRACTOR shall design the application to access the private storage container via the file storage Application Programming Interfaces (APIs) and, CONTRACTOR shall provide a handler for file Uniform Resource Locators (URLs) to allow applicants and county employees to download the files. The file handler must be a simple controller action that accepts an Azure Storage file path as a string parameter. The file handler shall deconstruct the string into account, container, and file path information, retrieve the file, and re-serve the file to the user via the Action's FileResult. The file handler must require that the user be authenticated and shall verify that the file is one that the user has access to before retrieving it.

Payment Processing with Heartland

The COUNTY uses Heartland Payment Systems as its payment processor. Heartland provides an ASP .Net SDK for use in web applications via Nuget (see the Heartland developer portal: [Full SDK Documentation.](https://developer.heartlandpaymentsystems.com/Documentation/introduction)) (<https://developer.heartlandpaymentsystems.com/Documentation/introduction>)

The Surveyor Intake application shall submit payment details manually (rather than using a client-side interface to obtain a single-use token from Heartland.) Once the payment form is submitted, a 'CreditCardData' object will be created to contain the payment details. Then a call will be submitted using the 'Verify' API call to verify the payment information (in a way that does not cause an authorization to occur.) This will take place when the payment information form is submitted. If the verification fails, the user will be shown an error, and be required to enter new payment information and submit the form again. If the verification succeeds, then the payment will be charged using the 'Charge' method when the next (verification) screen is submitted. The Surveyor Intake application will store the last four digits of the credit card number, as well as any relevant response details from the server (transaction id, status, etc.) for display on confirmation screen and email, as well as for debugging purposes.

Additional reference information: [Global Payments .NET SDK](https://developer.heartlandpaymentsystems.com/Documentation/introduction)
(<https://developer.heartlandpaymentsystems.com/Documentation/introduction>)

Azure Storage Monitoring Agent

Separately from the web application, CONTRACTOR shall create the Azure Storage Monitoring Agent (the "Agent"), which is a small console application to be run as an Azure Web Job on a schedule. The purpose of this Agent will be to monitor the directories in Azure Storage and check for updated files. If the Agent finds any newly uploaded documents, the Agent must process them and make them available for download in the web application view hyperlink entries stored in the database. Primarily, this Agent will be used to monitor project submittals for review. When a review is uploaded, the Agent must create a 'review' folder inside the

submittal folder. The 'review' folder shall be named according to the naming convention specified by the COUNTY. The Agent must be able to detect the addition to the directory and compile a list of links to store in a 'Review' table in the database. The review shall be tied to the submittal by an ID, and the lists of files shall be displayed in a modal dialog from the project details screen. When a review is added, the Agent shall send an email to the applicant (and owner and licensed professional, if indicated) containing a list of the files and links to view each of them. Additionally, the Agent shall update the project status to indicate that a review has been added, and that action is required on the applicant's part.

In addition to monitoring for reviews, the Agent shall also look for specific file names. If there is a file uploaded with a name indicating that a new fee has been assessed for the project, the Agent shall send the appropriate corresponding email to the applicant, and update the project balance. (The exact file name has not been determined yet, but it will indicate that the project balance has been updated and will include the new balance as part of the filename.) The email that gets sent out must include a link to the file in the body of the message so that the Applicant (and owner and licensed professional, if indicated) can view the letter that was uploaded as part of the review.

Technology

The applications shall be designed in current version ASP.NET MVC .NET, utilizing an Azure SQL database.

The applications must be compatible with the latest versions of current browsers: Chrome, Firefox, Edge, and Safari.

Deployments and Server Environments

To ensure rapid development, development releases will occur on an Azure PaaS platform, enabling Continuous Integration and automated testing.

For User Acceptance Testing (UAT) and production, COUNTY will provide CONTRACTOR access to the UAT Azure environment to allow CONTRACTOR to provide and configure appropriate resources.

Third Party Costs

The following are estimates for launching the web application on Azure PaaS. Options are available to upgrade the Azure components. Final estimates will change with storage needs/growth and usage.

- App Service Plan: P1V2 - \$148.80/month
- Azure SQL Database - Standard S2 (50 DTU) \$75.02/month
- Azure Storage - \$10/month

Please note these estimates are based on pricing from Microsoft and are subject to change and to be updated by Microsoft.

These monthly hosting fees are not part of the Project Deliverables and Investment section.

Maintenance and Support

Post launch support and optimizations are a very important part of developing these applications. CONTRACTOR shall provide maintenance and support for new features, enhancements, and any potential production bugs and issues. CONTRACTOR must present a support plan acceptable to COUNTY prior to launching the applications.

General Assumptions

Open and honest communication is essential to the success of this Agreement. As such:

1. CONTRACTOR shall develop with COUNTY's concurrence and the parties shall jointly document the:
 - a. Completion criteria for the project set forth in the Statement of Work of this Agreement.
 - b. Deliverable acceptance process used during the initiation of this project for the formal deliverables.
 - c. Defined change control process used to affect the Statement of Work.
2. Any custom graphics/branding will be estimated separately.
3. COUNTY will provide remote administrative access during the duration of the Agreement to systems and/or devices that may be affected by the project set forth in the Statement of Work.
4. CONTRACTOR shall review, approve, and return documents within 3-5 business days.
5. COUNTY will ensure that resources are available to CONTRACTOR during the Agreement for knowledge transfer, to respond to CONTRACTOR inquiries about current configuration, and to help assess the impact or timing of proposed changes to COUNTY's systems or network. Access to these resources will be coordinated by the COUNTY Designated Representative.
6. As requested by CONTRACTOR, COUNTY will supply all necessary documentation relating to the systems, network, and/or applications currently deployed that may be affected during the course of the Agreement.
7. COUNTY will coordinate with CONTRACTOR any changes to COUNTY's network and attached systems during the course of the Agreement to ensure that the change will not adversely affect the deliverables required by this Agreement.
8. COUNTY will make backups of current systems, user data, and/or network device configuration prior to the commencement of this Agreement. CONTRACTOR makes no warranty in regard to recoverability of systems data in the event of failure.

Intellectual Property Rights

Ownership of CONTRACTOR IP: In the course of performing its obligations under this Agreement, CONTRACTOR may use processes, data, compositions, applications, technology, inventions, programs, software programs in both source and object code, materials, improvements, trade secrets, trademarks and service marks existing prior to the execution of this Agreement (or applicable SOW) or developed outside the scope of the services performed or work product delivered under this Agreement, including any derivative works, modifications or improvements thereof, including any intellectual property rights therein, that are proprietary to CONTRACTOR (the "CONTRACTOR IP"). To the extent any CONTRACTOR IP is incorporated into any work product, CONTRACTOR shall grant to COUNTY a non-exclusive, world-wide, royalty-free, irrevocable, limited right and license to use the CONTRACTOR IP solely as an integrated part of such work product. The foregoing license however shall not give COUNTY (i) any right to use, market, sell, distribute or transfer any CONTRACTOR IP except as an integrated part of the work product, (ii) any right to use any CONTRACTOR IP to compete with CONTRACTOR in the software development and consulting market, (iii) any right to market, sell, distribute or transfer any CONTRACTOR IP to any other party for use, resale or further distribution within the software development and consulting market, or (iv) disassemble, decompile, reverse engineer, or make derivative works of any CONTRACTOR IP.

Ownership of Work Product / Code Sharing: Without limiting the intellectual property rights of CONTRACTOR in the CONTRACTOR IP, upon full payment for any services rendered in connection with this Agreement, the ownership of the work product shall vest in COUNTY and shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Prior to full payment by COUNTY for any work product created by CONTRACTOR in connection with this Agreement, CONTRACTOR will retain all intellectual property rights associated with such work product.

CONTRACTOR License: Without limiting Section 13 of this Agreement or any other rights under any non-disclosure or confidentiality agreements between the parties hereto, COUNTY hereby grants to CONTRACTOR a non-exclusive, worldwide, royalty-free, irrevocable license to use, modify, re-utilize, or commercialize any work product created hereunder. The license described in the foregoing sentence shall apply (i) regardless of whether COUNTY has made full payments for any services rendered in connection with this Agreement and (ii) even if COUNTY is not in default under the terms and conditions of this Agreement.

Knowledge Capital: In no event shall CONTRACTOR be precluded from providing service or independently developing or using for itself, or for others or licensing others to use, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the services or work product developed hereunder, except where limited by confidentiality obligations as set forth herein. CONTRACTOR will be free to use the general knowledge, skills and experience, and any ideas, concepts, know-how and generic techniques (including creation of new software code and any derivative works, modifications, or improvements of the CONTRACTOR IP), acquired or developed during the course of performance of the services under this agreement ("Knowledge Capital") provided such Knowledge Capital purely generic in nature and does not, under any circumstances, contain any COUNTY Data, or Confidential Information of COUNTY, all of which shall be owned solely by COUNTY.

Ownership of Data: CONTRACTOR shall not acquire any rights in or to the information, materials, goodwill, trademarks, patents, copyrights or other proprietary property of COUNTY relating to COUNTY's business.

Confidentiality: Each Party acknowledges that during the course of its work, it may become exposed to or gain access to proprietary information/trade secrets of the other, which shall include but shall not be limited to, data, reports, forecasts, lists, concepts, techniques, materials, processes, computer programs, work in process, marketing/development plans, financial information, whether in written or electronic form, relating to the business and operations of either Party ("Confidential Information"). Each Party agrees that it has a duty to the other to maintain the secrecy of the other Party's Confidential Information and accordingly agrees not to reveal or disclose any such Confidential Information to a third-party without first obtaining prior written consent from the other Party to this Agreement. Confidential Information shall not include any of the following, for which neither Party shall bear responsibility for disclosure, inadvertent or otherwise: (A) information that at the time of disclosure is generally available to the public; (B) information that after disclosure becomes generally available to the public by publication, or otherwise, through no breach of this Agreement; (C) information that was in the possession of the Party receiving such information (the "Receiving Party") prior to disclosure; (D) information that the Receiving Party receives from a source other than the Party that disclosed such information (the "Disclosing Party"); or (E) is disclosed as required by law, or in response to a valid demand/order of the court, provided that the Receiving Party notifies the Disclosing Party promptly in writing of such demand/order prior to making any disclosure, so that Disclosing Party is able to obtain a protective order for such Confidential Information.. The obligations of the Parties under this Section shall survive expiration or termination of this Agreement for a period of three (3) years.

Equitable Relief: The Parties agree that an impending or actual breach of this Section would cause the non-breaching Party irreparable injury for which it would have no adequate remedy at law, and that the non-breaching Party will be entitled to seek immediate injunctive relief prohibiting or enjoining such violation, in addition to any other rights and remedies available to the non-breaching Party.

Timeline

CONTRACTOR shall complete full development of all web applications within 7 months from the date this Agreement is approved.

After CONTRACTOR has completed full development of all web applications, CONTRACTOR shall deploy the web application to COUNTY'S UAT environment for UAT (User Acceptance Testing) by COUNTY. COUNTY shall have a period of at least 6 weeks to complete testing and prepare feedback to CONTRACTOR.

Once UAT is completed, CONTRACTOR shall have up to 4 weeks to implement any UAT feedback and to deploy the applications to production.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **117,645**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Monthly CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy