



CLARK COUNTY STAFF REPORT

DEPARTMENT: Application Services Department

DATE: December 12, 2013

REQUEST: Grant authority to the County Administrator to execute a contract with Lions VisionGift on behalf of the Medical Examiner's office to provide programming support.

CHECK ONE: X Consent CAO

BACKGROUND

The Medical Examiner's Office is in need of programming support to create a program that tracks Organ Donor information. They have partnered with Lions VisionGift who will provide the funding to complete this programming. We need to define and codify the information technology services that are needed by the Medical Examiner's Office and Lions VisionGift. We have reached agreement on the extent of services and the charge rates and have developed a new contract that recovers the County's costs in providing the Medical Examiner's Office and Lions VisionGift with these services. The contract has already been approved and signed by the representative from Lions VisionGift.

COMMUNITY OUTREACH

There are no specific community outreach requirements with this request.

BUDGET AND POLICY IMPLICATIONS

The contract states that Lions VisionGift will pay the County a maximum of \$2000.00 on a per hour rate for all programming required by the Medical Examiner's Office. We estimate that over the course of the next few months, this will amount to approximately \$2000.00 of revenue to the General Fund Information Services revenue budget. The resources required to perform these services are already included in the existing current budget. No additional budget authority is required or requested.

FISCAL IMPACTS

Yes (see attached form) No

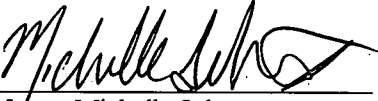
ACTION REQUESTED

Grant authority to the County Administrator to execute a contract with the Lions VisionGift to provide programming support.

my ok yin

DISTRIBUTION

Distribute to:
Mark McCauley
Jim Hominiuk
Michelle Schuster



Name: Michelle Schuster
Title: General Services Finance
Manager

Approved: January 7, 2014
CLARK COUNTY
BOARD OF COMMISSIONERS

SR 2-14

FISCAL 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

This staff report requests permission to accept a new contract with Lions VisionGift who will pay Clark County Application Services Department for programming support services for the Medical Examiner's Office.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001 General Fund	2000	2000	0	0	0	0
Total	2000	2000	0	0	0	0

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

Part III: Estimated Expenditures

No additional funds are required. The existing current budget contains sufficient expenditure authority to perform the duties of this contract.

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Total	-0-	-0-	-0-	-0-	-0-	-0-	-0-

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						
Total	-0-	-0-	-0-	-0-	-0-	-0-

Return to: Lions VisionGift
2201 SE 11th Avenue
Portland, OR 97214
Document: Contract for Reimbursable Services
IT Service Provider: Clark County
Payee: Lions VisionGift

CONTRACT FOR REIMBURSIBLE SERVICES

THIS CONTRACT made and entered into this 13th day of December, 2013, is effective from its date of filing, by and between CLARK COUNTY, WASHINGTON, (hereinafter "Clark County"), and the Lions VisionGift, (hereinafter, "Lions").

WHEREAS, the LIONS lacks adequate personnel or equipment to do all required work alone and seek to utilize Clark County's assistance when appropriate to increase efficiency; and

WHEREAS, Clark County has the necessary personnel, equipment in combination, and is willing to do said work in consideration of the mutual covenants and agreements herein contained and pursuant to RCW 39.34.080, as applicable; and

WHEREAS, seeks to support the Medical Examiner in the performance of his work; and

WHEREAS, this CONTRACT has been authorized by the respective governing bodies of the LIONS and Clark County; now, therefore,

IT IS COVENANTED AND AGREED as follows:

1. Parties

The parties to this Agreement are Clark County and the Lions VisionGift ("LIONS").

2. Purpose

The Purpose of this Agreement is for the County to assist the Medical Examiner based on funding provided by the LIONS with the equipment and personnel it is lacking to carry out the Medical Examiner's functions in a cooperative manner.

3. Services

Clark County shall provide those services requested in work orders to accompany this Agreement with the same standards provided by Clark County within its boundaries.

4. Task Orders

Each task order (TO) shall, consistent with the terms and conditions of this Agreement, specify services, products and other costs incurred by Clark County for which compensation is required from the LIONS. The minimum terms of each TO will address; the specific task requested, the timeline within which performance of the work is required, and the amount of compensation to be paid. The parties will address whether projects taking more than one month to complete are paid at one time or monthly. Clark County cannot guarantee functionality beyond that which is specifically described in the TO.

5. Budget Approval

LIONS covenants that its requests for service are within its annual budget.

6. Recovery of All Costs

Clark County shall recover all of its costs from the LIONS for providing service for its labor, equipment rental, assigned contractors and subsistence under a reimbursable work requisition number. All cost estimates shall include appropriate administrative overhead rates, applicable sales, business and occupation taxes, applicable liability insurance charges and direct charges.

7. Payment

The LIONS agrees to pay Clark County the amount of the costs invoiced under the TO, unless modified by a specific TO amendment agreed to between the parties. The LIONS shall endeavor to timely pay all bills for service. Clark County does not waive its right to charge interest on bills not paid within 30 days.

8. Compliance with Law

The parties shall comply with the provisions of all applicable local, state and federal laws.

9. Term

The effective date for this agreement is December 2, 2013 and it shall remain in effect until termination pursuant to Section 10 of the Agreement.

10. Termination

A. Termination for Convenience

Either party may terminate this Agreement for convenience, after first providing written notice of the intent to terminate to the other party, 180 calendar days in advance.

B. Termination by Mutual Agreement

The parties may terminate this Agreement in whole or in part, at any time after first providing written notice, by mutual consent.

C. Termination and Transition

In the event written notice of termination is given by either party, both parties shall work to accomplish a complete transition of services being terminated without interruption of, or adverse impact to, the services enjoyed by either party under this agreement. The disentanglement process shall begin as soon as possible, but not later than the date of termination. Disentanglements will be defined as a Task Order and both parties, shall, in good faith, seek to maintain existing service levels and minimize the disruption of services until the disentanglement is completed. Each party shall bear its cost of disentanglement, unless separately defined within a Task Order, or as may otherwise be agreed to by both parties.

11. Indemnification and Hold Harmless

The parties agree that each one is responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other party from any and all claims, losses or causes of action, suits and actions in equity of any kind. The obligation of indemnification and hold harmless shall not apply to gross negligence or intentional misconduct.

12. Force Majeure

Neither party shall be deemed in default for the nonperformance or for an interruption or delay in performance of any of the terms or conditions of this Service Contract if the same shall be due to any labor dispute, strike, lockout, civil commotion or like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain labor, services or materials or through an act of God or causes beyond the reasonable control of that party, provided such cause is not due to the willful act or neglect of that party.

13. Waiver

Any waiver of any breach of any of the terms, covenants, agreements or conditions hereof shall not be deemed a continuing waiver nor will it limit or abridge any other provision of the Agreement.

14. Notice

Notice provided by the LIONS to Clark County Washington is deemed complete if mailed by regular United States postal delivery, addressed to the Clark County, General Services Department, PO Box 5000, Vancouver, Washington 98668.

15. Severability

If any part of this Agreement is found unenforceable or illegal, the balance of the Agreement remains in full force.

16. Security and Standards

The County shall maintain the Medical Examiner's computing environment as required to comply with current County information systems security standards and protocols. Further, the Medical Examiner will support County personnel in County efforts to maintain information systems security as defined by the County policies governing information systems security. Equipment connecting to a LIONS PC or the network must be approved by the County. Any violation of the County's Information Services Policies and Procedures extending beyond 14 days past the date of notice shall be grounds for immediate termination of this contract and cessation of all associated services. It is understood and agreed between the parties that this CONTRACT shall not be assigned, transferred or any portion subcontracted hereunder by the either party without the prior written permission of the other party.

17. No Third Party Beneficiary

This Agreement is intended for the benefit of the parties and does not create any rights in a third party or any third party beneficiaries of any kind.

18. Integration and Incorporation

This Agreement contains all of the provisions the parties have agreed to and no other act or statement shall modify it and every TO incorporates all of the terms herein and constitutes a separate agreement. No prior Agreements shall have any effect to the contrary.

19. Ratification

Acts taken in conformity within the scope of the Agreement prior to its execution and filing are hereby ratified and affirmed.

20. Amendments

Any amendments to the agreement shall have no legal effect until reduced to writing and signed by both parties.

21. Dispute Resolution

The parties shall strive to resolve any dispute between them by negotiation in good faith. They may also agree to mediation if mutual consent is expressed in a written agreement. If

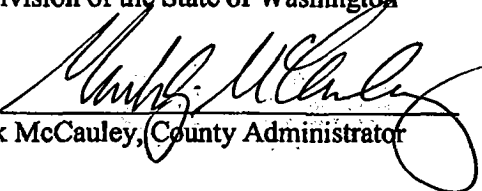
negotiation or other form of dispute resolution agreed to by the parties is not successful, all remedies in equity or law shall remain available to them.

22. Venue

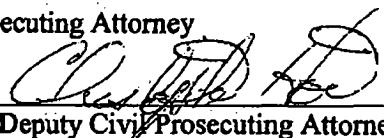
The venue for any action arising under the terms of this Agreement is the Superior Court of Clark County, Washington.

IN WITNESS WHEREOF, the parties have set their hands this 17th day of January, ~~2013~~ 2014.


**CLARK COUNTY, WASHINGTON, a
subdivision of the State of Washington**

By: 
Mark McCauley, County Administrator

Approved as to Form Only
ANTHONY F. GOLIK
Prosecuting Attorney

By: 
Deputy Civil Prosecuting Attorney

LIONS VISION GIFT

By: 
Corrina Patzer, Director of Business Development

Date: 12/13/13



proud past. promising future

CLARK COUNTY
WASHINGTON

- 1) Task Order Number: **2013-1**
- 2) Task Order Title: **IT Programming Support**
- 3) Provider: **County, IT Department, System Administration**
- 4) Recipient: **LIONS**
- 5) Primary POC, County: **Eileen Frimberger, Application Services**
- 6) Primary POC, LIONS: **Corrina Patzer, Director of Business Development**
- 7) Task Order Cost: **Not to exceed \$2000.00 for the programming associated with Organ Donors. Any work will be billed on a per hour basis per month.**
- 8) Cost Maximum: **Not to exceed \$2000.00.**
- 9) Billing Frequency: **Monthly**
- 10) Billing Type: **Hourly rates for labor as identified in Attachment 1.**
- 11) Delivery Price Notes:
 - a) **IT Services:** LIONS currently is working with the Clark County Medical Examiner's Office and needs programming support to create a program that tracks Organ Donor information. Pricing is based on the cost of labor, benefits, and associated expenses needed to complete the Task Order. LIONS will pay for requested services on a 'per hour' basis' for specific projects requested by them at the rates identified in Attachment 1. Each project will have an agreed upon total charge and LIONS will not be charged more than that amount without prior written agreement.
- 12) Task Details:
 - a) This is largely a cost sharing task – the primary purpose is to distribute to LIONS its share of the costs of programming associated with the programming resources that are utilized by Clark County for the LIONS to complete the Organ Donor Programming requirements.
- 13) Task Communication/Management/Reporting:

- a) Routine communication and general management issues surrounding this Task Order can occur as needed.
- b) Emergency communication should occur to the designated task POC and should occur ASAP.
- 1. Communication between POCs is expected to occur as needed

14) Quality/Measurement:

- a) On-time delivery of total project and major milestones.
- b) On-budget delivery of project functionalities.
- c) No surprises – County Staff will maintain timely notification of LIONS of all relevant issues and events.

**ATTACHMENT 1
LIONS Services Contract
Hourly Rates**

**Clark County Information Services
Hourly 2013-2014 Billing Rates**

Job Classification	Billing Rate:	
Programmer	\$	102.36
DBA	\$	113.04
Network Admin	\$	113.36
System Admin.	\$	109.86
Tech Support.	\$	97.73
Help Desk	\$	89.53
Project Management	\$	125.00
After Hour Support	\$	125.00

Rates may be adjusted annually to reflect current costs.