



PROFESSIONAL SERVICES AGREEMENT

qPublic.net™

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6/26/18

This Agreement is made and entered into by and between The Schneider Corporation also doing business as qPublic, an Indiana Corporation, whose place of business is 8901 Otis Avenue, Indianapolis, IN 46216 ("PROFESSIONAL") and Woodbury County, Iowa, whose place of business is: 620 Douglas Street, Room 703 | Sioux City, IA 51101 ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. Permitting Portal Development

Development of a web-based Permitting portal. This site will include the following:

- a. Support multiple stage workflows that allow input and tracking of permit application and inspections data by multiple user types (public users, local government staff, service providers, and other related third party organizations).
- b. User role based security and access control to manage system users and enable workflow stage access based on user type.
- c. Ability to add auto-generated email notifications to specific users at each stage of a permit workflow.
- d. Administrative interface for CLIENT workflow project setup and configuration.
 - 1) Create and edit unlimited number of workflow projects (each permit type will be represented as a workflow project).
 - 2) Create and edit unlimited number of stages for each workflow project.
 - 3) Create and edit unlimited number of data entities for each stage.
 - 4) Create instructions text for each data entity, with ability to embed HTML content such as hyperlinks.
 - 5) Modify stage sequencing, and group stages for parallel activation.
 - 6) Restrict visibility of workflow projects and stages to admin users only.
 - 7) Ability to generate test permit applications when modifying workflow projects, and publish workflow updates to the live system when modifications are complete.
 - 8) Ability to "un-publish" a workflow project so that no new permits will be allowed to be created by users.
 - 9) Clone project capability to create a new workflow project based on an existing workflow project.
 - 10) Configure permit fees for each workflow project. Fees may be dynamically calculated based on user inputs.
 - 11) Configure workflow stage skipping based on user entered inputs on dropdown lists and checkboxes.
 - 12) Project Summary page with detailed outline of each workflow project.
 - 13) Print template editing interface to allow CLIENT admin users to configure templates for printable, completed permit applications.
- e. Multiple supported data entity types for data entry forms, including the following:
 - 1) Short text box
 - 2) Long text box (Comments)
 - 3) Date
 - 4) Document attachment (with file browser)
 - 5) Fee
 - 6) Lookup (dropdown list)
 - 7) Number
 - 8) Static HTML label
 - 9) Checkbox
- f. Document upload capabilities to allow users to attach multiple electronic files to permit records at each stage of a permit workflow.
- g. CLIENT's community website branding to allow the community to provide a header logo image and contact information from the organization.
- h. Interactive mapping interface with basic mark-up tools to allow users to sketch and label information about the permit application on CLIENT's existing GIS map and aerial photography.
- i. Task List page to allow users to view permit applications in progress based on the following criteria:
 - a) Permit applications waiting for my input
 - b) Permit applications waiting for input/approval from other users

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WOODBURY COUNTY
AUDITOR & REG. CLERK &
COMM. OF ELECTIONS

www.schneldercorp.com				
Indianapolis, Indiana 8901 Otis Avenue Indianapolis, IN 46216 Toll-Free: 866.973.7100	West Lafayette, Indiana 1330 Win Hentschel Blvd Suite 260 West Lafayette, IN 47906	Ankeny, Iowa 1450 SW Vintage Pkwy Suite 260 Ankeny, IA 50023	Charlotte, North Carolina 8307 University Executive Park Dr Suite 220 Charlotte, NC 28262	DeLand, Florida 112 W. New York Ave Suite 216 DeLand, FL 32720

- c) Permits waiting for my approval
- d) Permits with unpaid fees currently due
- j. Integration with CLIENT's existing Beacon™ online portal to utilize existing property and GIS data for permit processing, search and report capabilities. Shared data elements are limited to Professional's existing Guidepost UPM data model.
- k. Contractor Registration Interface
 - a) Allows system users to register as a contractor with CLIENT.
 - b) Admin interface to setup contractor types and registration fees
 - c) Maintains a database of CLIENT's registered contractors, including the following information.
 - 1) Contractor Type
 - 2) Business Name
 - 3) Street Address
 - 4) City
 - 5) State
 - 6) Zip
 - 7) Contact Name
 - 8) Contact Title
 - 9) Contact Business Phone
 - 10) Contact Cell Phone
 - 11) Contact Email Address
 - 12) Company Web Address
 - 13) Status
 - 14) Registration length (in months)
 - 15) Effective Date
 - 16) Expiration Date
 - 17) Renewal Date
 - 18) Workers Comp. Expiration Date
 - 19) Bond Expiration Date
 - 20) Liability Insurance Expiration Date
 - 21) Registration Fee Payment status
 - 22) Notes
 - 23) Attached Documents
- l. Included Services:
 - a) Administrative account setup and deployment.
 - b) Four, two-hour on-line training sessions to introduce client to the administrative functions of the system, as well as how to begin to set up their first workflows.

B. Permitting – Custom Payment Processing Integration

- a. Professional will provide Product customization development services to integrate CLIENT's Permitting website with CLIENT's preferred third party payment processor.
- b. Integration will allow the Permitting website to pass permit fee amounts and purchaser information to the third party payment processor where the end user will submit payment information and receive a receipt for the transaction. The third party payment processor will handle all payment and transaction fee processing and routing of funds to CLIENT.
- c. Permitting end users will be required to click a link or button on the third party payment processor interface in order for the third party payment processor to notify the Permitting system that the permit fee has been paid, and to return the end user to the Permitting website.

C. Portal Hosting and Maintenance

PROFESSIONAL shall host and maintain of the above described portal for the term of this Agreement.

PROFESSIONAL'S web data server environment includes a redundant/fail over power system, multiple power sources and long term generator power, and multiple entry points for Internet bandwidth from different providers for increased reliability. Services include automated transfer of data updates, mutually agreed upon website improvements and modifications, and regular functionality enhancements through the web hosting period. Services related to connecting to new versions of existing third party databases and services related to connecting to new databases in the event of a change in third party providers are not covered by this Agreement. PROFESSIONAL will also maintain website usage statistics which can be viewed by CLIENT staff through an interface. Certain onsite hardware and software configurations may require additional third party software (not included in this Agreement). The update feature requires CLIENT to maintain a dedicated high speed Internet access. Services also include monitoring of PROFESSIONAL'S web servers on a 24/7 basis; however, because of infrastructure issues beyond the control of PROFESSIONAL'S staff, web services are not guaranteed to be available 24 hours per day, 7 days per week.

- Optional - System Configuration Setup Services: \$2,500**
 (CLIENT check box to approve this item)

Fixed Fee Setup Services - Professional will provide up to 20 hours of technical support services to assist CLIENT with setup, configuration, deployment and usage of the Online Permitting System for CLIENT's desired permit types. This will include hands-on configuration of permit workflows by Professional's staff, based on CLIENT's definition of workflow stages and data entities for each permit type.

Hourly Setup Services -- Upon completion of Fixed Fee Setup Support Services, Professional will provide technical support services, as needed, and upon written request, to assist with setup, configuration, deployment and usage of the Online Permitting System CLIENT's desired permit types. Hourly support services will be invoiced monthly, based upon the following Hourly Fee Schedule.

Hourly Fee Schedule

<u>JOB CLASSIFICATION / TITLE</u>	<u>REGULAR HOURLY RATE</u>
PRINCIPAL	\$167.00
GIS DIRECTOR	\$145.00
GIS SR PROJECT MGR	\$150.00
GIS PROJECT MGR	\$125.00
GIS PROJECT COORDINATOR	\$105.00
GIS SENIOR DEVELOPER	\$175.00
GIS DEVELOPER	\$150.00
GIS ANALYST	\$125.00
GIS SENIOR CONSULTANT	\$175.00
GIS CONSULTANT	\$150.00
GIS SPECIALIST	\$125.00
GIS TECHNICIAN IV	\$85.00
GIS TECHNICIAN III	\$75.00
GIS TECHNICIAN II	\$85.00
GIS TECHNICIAN I	\$55.00
ADMINISTRATION	\$56.00

Hourly Services Expenses:

Travel time for onsite visits will billed at \$50.00 per hour.

Certified mailings or Shipping at cost
 Other out-of-pocket expenses cost plus 10%

All hourly services phase fees remaining under this contract are subject to an increase at the discretion of Professional. The Client will be notified in writing of any changes in fees.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

- | | | |
|----|--|--|
| A. | Permitting Portal Development | \$3,000 <i>(one-time setup)</i> |
| | Setup items: | |
| | Core Setup | Included |
| | Administrative account setup | Included |
| | Four, two-hour on-line training sessions | Included |
| B. | Payment Processor Integration | \$1,500 <i>(one-time cost)</i> |
| C. | Portal Hosting and Maintenance | \$8,100 <i>(Annually)</i> |
| | Hosting items: | |
| | Core Hosting: | Included |
| | Map (Esri) | Included |

D. Payment Schedule

Year 1 July 1, 2018 – June 30, 2019: \$12,600 (Setup: \$4,500, Hosting: \$8,100)
Year 2 July 1, 2019 – June 30, 2020: \$8,100
Year 3 July 1, 2020 – June 30, 2021: \$8,100

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

Balances due 30 days after the due date for non-government clients and 60 days after the due date for government clients shall be assessed an interest rate of 1½ % per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within 30 days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 **Terms of Service.** Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneidercorp.com/termservice/>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 **Term, Termination and Renewal.** The initial term of this Agreement shall be defined in the Scope of Service or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, 12- month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT.

5 **Assignment.** Neither PROFESSIONAL nor CLIENT shall assign or transfer any rights under or interest in this Agreement without the prior written consent of the other party. Nothing in this paragraph shall, however, prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services, or for the PROFESSIONAL from assigning the agreement to wholly (or majority) owned subsidiaries.

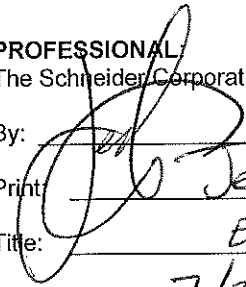
6 **Rights and Benefits.** Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third party beneficiaries to this Agreement.

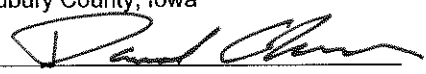
7 **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

8 **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through June 30, 2018.

PROFESSIONAL
The Schneider Corporation
By: 
Print: JEFF CORNUS
Title: EVP
Date: 7/3/2018

CLIENT:
Woodbury County, Iowa
By: 
Print: David Gleiser
Title: Community & Economic Development Director
Date: 6/27/18