



# PROFESSIONAL SERVICES AGREEMENT



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 120 ½ New York Avenue, Deland, Florida 32720 (“PROFESSIONAL”) and **LFUCG on behalf of the Division of Emergency Management**, whose place of business is: 1793 Old Frankfort Pike Site 50 Lexington KY 40504 (CLIENT”).

## 1 Services.

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

### A. IDAM™ - The Integrated Damage Assessment Model Development

PROFESSIONAL shall provide to CLIENT, multi-seat License to use the **IDAM™ - The Integrated Damage Assessment Model** solutions for Damage Assessment purposes. This licensing agreement will accommodate as many users as necessary so that the software may be fully utilized by Damage Assessment personnel in the event of a disaster or for training purposes. PROFESSIONAL will provide ongoing modifications to the solution for improvements and provide off-site hosting. This solution will include the following:

- a. Property ownership, location, valuation, recording, and tax information from CLIENT’S CAMA or property tax administration system and detailed residential, commercial, and agricultural land and improvements information from CLIENT’S CAMA real estate system.
- b. Property Photos and Sketches (if available).
- c. ESRI compatible vector and raster spatial data from CLIENT’S existing GIS data sources.
- d. Interactive GIS mapping interface including navigation tools such as zoom in, zoom out, panning, feature selection, interactive overview map, and legend. Also included are map tools to measure distance and area, buffer selected features, zoom to scale, identify features, and map printing to multiple paper sizes.
- e. Dynamic relationship between parcel reports and an Internet map service. This will allow the user to select a parcel on the map and be taken directly to the specific report(s) associated with the parcel.
- f. Dynamic Dashboard and Reporting functions that allow to user to see real time information in a usable format.
- g. Damage Detail Form designed from FEMA standards and able to perform “IA” (Individual Assessment) and “PA” (Public Assistance) functions, as defined by FEMA and the SBA.
- h. Ability to upload damage and debris photos from the field.
- i. Ability to assign and manage field teams.
- j. Provides command-center with real-time views to track the overall assessment progress with live updates from the field.
- k. Ability to run in a disconnected cache mode on a Windows based device and synchronize data when back in connectivity.

### B. IDAM™ - The Integrated Damage Assessment Model 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. 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 regular 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.

*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.*

SUMMARY OF SERVICES

- a. Annual Compensation Fee for SOFTWARE shall be **\$3,000**  
This Fee covers regular data updates and routine modifications so that SOFTWARE may be used for simulations and training purposes throughout the Annual (12 month contract) period and is due at contract signing.

IDAM (110K+ Parcel Count)	\$6,000.00
Client Discount	<u>(\$3,000.00)</u>
<b>TOTAL</b>	<b>\$3,000.00</b>

- b. Activation Fee shall be **\$4,000**  
This Fee will be charged to CLIENT for use of SOFTWARE for an actual disaster (not training or simulation) and is due within 90 days of the date of Use. The SOFTWARE is considered Activated when the CLIENT unlocks the SOFTWARE by entering the provided Authorization Code. Un-Activated SOFTWARE functions exactly the same as Activated SOFTWARE with the exception that a maximum of 10 homes/properties/assets per street will be displayed, calculated and reported.

IDAM Activation Fee*	<u>\$12,000.00</u>
Client Discount	<u>(\$8,000.00)</u>
<b>TOTAL</b>	<b>\$4,000.00</b>

PROFESSIONAL will provide an automated routine to transfer data from CLIENT'S local computer data sources to PROFESSIONAL'S servers over a high speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.

**A. 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.

*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.*

**2 Payment for Services.**

CLIENT shall compensate PROFESSIONAL for the Services as follows:

<u>\$ 3,000 (PAID)</u>	July 1, 2014 – June 30, 2015
<u>\$ 3,000</u>	July 1, 2015 – June 30, 2016
<u>\$ 3,000</u>	July 1, 2016 – June 30, 2017
<u>\$ 3,000</u>	July 1, 2017 – June 30, 2018

**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 commence upon the execution of this agreement and terminate on June 30, 2018. 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 the three 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.

**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 Kentucky.

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

**Pricing is valid through November 30, 2015.**

**PROFESSIONAL:**  
The Schneider Corporation

By: \_\_\_\_\_

Print: Jeff Corns

Title: Executive VP

Date: \_\_\_\_\_

**CLIENT:**  
Lexington-Fayette County, Kentucky

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_