

CLARK COUNTY STAFF REPORT

DEPARTMENT: District Court

DATE: August 6, 2014

REQUEST: Approval by the Board of County Commissioners to name CodeSmart, Inc. as the sole source vendor for custom software development and computer programming services specific to the Department's need to interface various information systems with the Judicial Information System (JIS) supported by the Administrative Office for the Courts (AOC). In addition, delegate signature authority to the County Administrator for any related agreements and any subsequent modifications thereof upon approval as to form by the Prosecuting Attorney's Office.

CHECK ONE: X Consent CAO

BACKGROUND

District Court is requesting approval to contract with CodeSmart, Inc. for computer programming services in order to automate the Department's probation fee process within the Judicial Information System (JIS) supported by the Administrative Office for the Courts (AOC). The proposed system will add probation fees to the correct cases within JIS on a consistent basis. This is necessary due to the fact that the Department's financial module within the Loryx Systems, Inc./Monitor (CMS) system is inadequate and has never been fully developed.

JIS is the primary information system for courts in Washington. It provides case management automation to appellate, superior, limited jurisdiction and juvenile courts.

The Department has selected the company CodeSmart, Inc. due to their expertise in creating programming solutions for JIS and their relationship with AOC. CodeSmart, Inc. is the only company in the State of Washington with a direct link into JIS. They hold an exclusive data share agreement with AOC that allows them to use AOC data to support contracted services to various courts in the State of Washington. In addition, our research with other public sector software companies has confirmed that CodeSmart, Inc. is unique in its relationship with AOC and its ability to provide computer programming services compatible with JIS. Due to this link and the uniqueness of the company's services, CodeSmart, Inc. is considered a sole-source vendor.

At this time, the following Washington State Courts have agreements with CodeSmart, Inc. as a sole-source vendor to provide computer programming services related to JIS: Renton Municipal Court, Fife Municipal Court, Tukwila Municipal Court, SeaTac Municipal Court, and Kirkland Municipal Court.

The Resolution waives the competitive bid negotiation requirements of RCW 39.04.270 due to a sole source purchase. The Resolution has been approved by the Prosecuting Attorney's Office.

COMMUNITY OUTREACH

Community Outreach does not apply to this request.

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BUDGET AND POLICY IMPLICATIONS

This request falls within the District Court's existing budget authority and the purchase for the Probation Fee Automation Project (not to exceed \$14,000) will be made through the Department's 2013-2014 line-item budget. Additionally, a monthly maintenance fee of \$300/month or \$3,600/year will be charged and will also be purchased through the Department's line-item budget.

There are no policy implications.

FISCAL IMPACTS

Yes (see attached form) No

ACTION REQUESTED

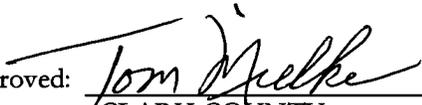
Approval of Resolution No. 2014-08-11 waiving negotiating requirements of RCW 39.04.270, and authorizing County Administrator to sign the attached Master Services Agreement and Statement of Work for the Probation Fee Automation Project (not to exceed \$14,000) with CodeSmart, Inc. for Judicial Information System programming and software development.

DISTRIBUTION

Please forward a copy of the approved staff report to District Court Administration (Emily Zwetzig) and General Services/Purchasing (Mike Westerman).



Ela Selga
District Court Administrator

Approved: 

CLARK COUNTY
BOARD OF COMMISSIONERS

SR 187-14

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – This request falls within the District Court’s existing budget authority. The purchase for the Probation Fee Automation Project (not to exceed \$14,000) will be made through the Department’s 2013-2014 line-item budget. Additionally, a monthly maintenance fee of \$300/month or \$3,600/year will be charged and will also be purchased through the Department’s line-item budget within appropriate biennium.

Part II: Estimated Revenues – This request has no new revenue.

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001 General Fund / 210 District Court	15,800	15,800	3,600	3,600	3,600	3,600
Total	15,800	15,800	3,600	3,600	3,600	3,600

II. A – Describe the type of revenue (grant, fees, etc.) – General Fund that is already allocated to District Court through existing budget authority.

Part III: Estimated Expenditures

III. A – Current Biennium Expenditures represent the Probation Fee Automation Project (not to exceed \$14,000) and the monthly maintenance fee of \$300/month (\$1,800 for August 2014-December 2014). The Next Biennium and Second Biennium Expenses represent the monthly maintenance fee of \$3,600/year (\$300/month).

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001.000.210.512404.410.000000		15,800	15,800	3,600	3,600	3,600	3,600
Total		15,800	15,800	3,600	3,600	3,600	3,600

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	15,800	15,800	3,600	3,600	3,600	3,600
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	15,800	15,800	3,600	3,600	3,600	3,600

RESOLUTION No. 2014- 08-11

A RESOLUTION relating to the waiving of bid requirements for sole source purchases.

WHEREAS: The Board of County Commissioners in regular session, and

WHEREAS, it has been brought the attention of the Board of County Commissioners, Clark County, Washington, that the purchase posting requirements of 36.32.245 RCW be waived for the purchase hereinafter described; and

WHEREAS, it is necessary for Clark County District Court to contract with CodeSmart, Inc. for computer programming services in order to automate the Department's probation fee process within the Judicial Information System (JIS) supported by the Administrative Office for the Courts (AOC). The proposed system will add probation fees to the correct cases within JIS on a consistent basis.

WHEREAS, CodeSmart, Inc. should be selected as a sole-source vendor because they hold an exclusive data share agreement with AOC that allows them to use AOC data to support contracted services to various courts in the State of Washington.

BE IT ORDERED AND RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLARK COUNTY, STATE OF WASHINGTON, as follows:

That the purchasing posting requirements of 36.32.245 RCW should be, and the same are hereby waived and Clark County District Court is authorized to enter into a Master Services Agreement and Statement of Work for the Probation Fee Automation Project (not to exceed \$14,000) with CodeSmart, Inc.

Copies of this resolution shall be filed with the Clark County Auditor, Clark County General Services (Purchasing), and the records of the County Commissioners, Clark County, Washington, and shall be in effect on the date of adoption.

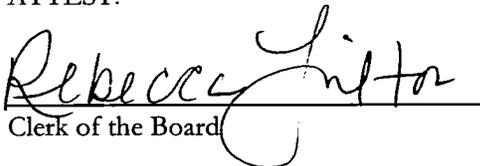
ADOPTED this 19th day of August, 2014

BOARD OF COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON



Tom Mielke, Chair

ATTEST:



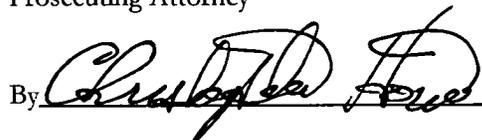
Clerk of the Board

David Madore, Commissioner

Approved as to Form Only

ANTHONY F. GOLIK
Prosecuting Attorney

Edward L. Barnes, Commissioner

By 

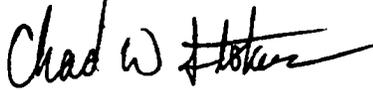
Anthony F. Golik, Prosecuting Attorney

1. **Applicability.** Each quotation and/or CODESMART INC. statement of work together with this Master Services Agreement ("Offer") is an offer by CodeSmart Inc. ("CODESMART") to the party to whom such Offer is addressed ("CUSTOMER") to sell to CUSTOMER the professional services performed by CODESMART and to enter into the agreement that the offer describes.
2. **Acceptance.** Each Offer shall be deemed accepted upon the terms and conditions of such Offer by CUSTOMER by written acknowledgement. Acceptance is expressly limited to these terms and conditions. No purported acceptance of any Offer on terms and conditions which modify, supersede, supplement or otherwise alter these terms and conditions, whether contained in CUSTOMER's purchase order or other acceptance document, shall be binding upon CODESMART and such terms and conditions shall be deemed rejected and replaced by these terms and conditions unless CUSTOMER's proffered terms or conditions are accepted and physically signed in writing by CODESMART. Notwithstanding any contrary provision in CUSTOMER's purchase order or other acceptance document, commencement of work by CODESMART shall not constitute acceptance of CUSTOMER's terms and conditions.
3. **Limited Warranty and Acceptance of Services.** All Service deliverables will be deemed accepted by CUSTOMER if not rejected in a reasonably detailed writing within forty-five (45) days of submission to CUSTOMER. In the event the Services are not in conformance with this warranty and are rejected as specified above, CODESMART will supply commercially reasonable services to correct or replace the work at no charge to the CUSTOMER. THIS IS CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY relating to Services.
4. **Service Warranty Disclaimer.** CODESMART MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE Services (other than the limited and exclusive warranty provided for Services under Section 3). CODESMART DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE Services, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. **Intellectual Property for Services.**
 - (a) Upon payment in full for all charges under this Agreement, CODESMART will grant CUSTOMER such rights, title, and interest it may own to the software and documentation developed by CODESMART specifically for CUSTOMER under this Agreement subject to the following limitation. CODESMART retains a world-wide, unlimited, perpetual and royalty free right to (i) copy and use the software and documentation internally for any purpose; (ii) copy and distribute to third parties software which performs a general utility function; and (iii) use for any purpose any concepts, ideas, or techniques resulting from the development of the software and documentation by CODESMART.
 - (b) CODESMART grants to CUSTOMER all right, title, and interest in the software and documentation that is an enhancement to or modification of existing software or documentation on all of the CUSTOMER's computer systems.
 - (c) Any CODESMART software, equipment or consulting, programming, or management tools which may be furnished or utilized by CODESMART in the performance of these services shall remain the property of CODESMART and shall be immediately returned to CODESMART, upon its request or upon completion of the Services.
6. **Service Work Assignments.** CODESMART retains the right to assign such personnel, including subcontractors, as it deems appropriate to the performance of Services under the Agreement.
7. **CUSTOMER Coordination for Services.** CUSTOMER will provide a primary point of contact and make available all technical matter, data, information, operating supplies, and computer system(s), as reasonably required by CODESMART. CODESMART will assign a primary contact person for the Services.
8. **Price and Payment.** The prices in this Agreement are exclusive of all applicable taxes, duties, licenses, and tariffs levied upon the sale, purchase or delivery of the Services which remain the CUSTOMER's obligation. Prices quoted are firm for thirty (30) days following the quote unless otherwise provided on the Offer. Except for COD accounts that are due on delivery, payment is due thirty (30) days from the date of the invoice. All payments will be made in US currency. Out of pocket expenses will be charged as incurred. Unless expressly provided to the contrary, items designated by CODESMART as estimates are estimates only and are not binding commitments. CUSTOMER will pay interest in the amount of one and one half percent (1.5%) per month, or the maximum allowed by law whichever is lower, on any outstanding balance owed.
9. **Confidential Information.** Written and oral information designated as confidential by either party whether before or after the effective date of this Agreement shall be held in strict confidence and used only for purposes of this Agreement. Except as required by law, no confidential information, including the provisions of this Agreement, shall be disclosed without the prior written consent of the party designating the information as confidential. If either party is required to disclose any confidential information of the other party, the party so required shall notify the other party immediately and shall cooperate in seeking a reasonable protective order with the party needing cooperation reimbursing the cooperating party for its reasonable expenses. This section shall not apply to information, which is (i) in the public domain, (ii) already known to the recipient, (iii) developed independently or (iv) received from a third party without similar restriction and without breach of this or a similar agreement.
10. **Export.** CUSTOMER acknowledges that it is responsible for complying with (and agrees to comply with) all applicable export and re-export control laws and regulations, including, without limitation, the Export Administration Regulations maintained by the United States Department of Commerce. Specifically, CUSTOMER covenants that it shall not -- directly or indirectly -- sell, export (including without limitation any deemed export as defined by applicable law), re-export, transfer, divert, or otherwise dispose of any Service deliverable to any country (or national thereof) subject to antiterrorism controls, U.S. embargo, encryption technology controls, or to any other person, entity (or utilize any such person or entity in connection with the activities listed above), or destination prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government

authorities as required by those laws and regulations. CUSTOMER certifies, represents and warrants that no Service shall be used for any military or defense purpose, including, without limitation, being used to design, develop, engineer, manufacture, produce, assemble, test, repair, maintain, modify, operate, demilitarize, destroy, process, or use military or defense articles. **Notwithstanding any provision of IT services or designs by CODESMART, CUSTOMER acknowledges that it is not relying on CODESMART for any advice or counseling on such export control requirements.** CUSTOMER agrees to indemnify, to the fullest extent permitted by law, CODESMART from and against any fines, penalties and reasonable attorney fees that may arise as a result of CUSTOMER's breach of this Section.

11. **Limitation of Liability.** NO MONETARY RECOVERY IS AVAILABLE FROM CODESMART FOR WARRANTY CLAIMS. IN ADDITION, IN NO EVENT WILL CODESMART'S LIABILITY TO CUSTOMER EXCEED THE PURCHASE PRICE PAID FOR THE SERVICE THAT IS THE BASIS FOR THE PARTICULAR CLAIM. CODESMART WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY LOSS OF REVENUE, PROFIT, USE OF DATA, INTERRUPTION OF BUSINESS OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT OF THE SERVICES, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, EVEN IF CODESMART HAS BEEN ADVISED OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.
12. **Cancellation of Order.** This Agreement may be cancelled by CUSTOMER only upon 60-day written notice to CODESMART and upon terms that indemnify CODESMART against all losses related to such Agreement.
13. **Additional Contractual Rights for Default.** If CUSTOMER defaults in performance of any obligation under this Agreement, including the payment of any amount due, CODESMART may, at its option, suspend performance, require prepayment, or terminate its performance and collect payment for all Services provided up to the date of termination. If CODESMART defaults in performance of any obligation under this Agreement, the CUSTOMER may, at its option, suspend future payments and terminate the remainder of the contract with 60-day notice to CODESMART.
14. **Attorney Fees.** CUSTOMER shall reimburse CODESMART for any and all expenses including, without limitation, reasonable attorney fees and legal expenses that CODESMART pays or incurs in protecting and enforcing the rights of CODESMART under this Agreement.
15. **Publication.** Nothing contained in this Agreement shall be interpreted so as to prevent CODESMART from publicizing its business relationship with CUSTOMER or the nature of the Services performed for CUSTOMER.
16. **No Solicitation.** CUSTOMER agrees not to solicit for employment or to employ any CODESMART employee for a period of twelve (12) months following the conclusion of the work performed under this Agreement.
17. **Indemnification.** CUSTOMER agrees to defend, at its expense, and to indemnify CODESMART against any award of damages and costs based on the claim that any materials or documentation provided by CUSTOMER to CODESMART during this engagement infringes a U.S. patent, copyright or other intellectual property right of any third party. CODESMART agrees to defend, at its expense, and to indemnify CUSTOMER against any award of damages and costs based on the claim that any materials or documentation provided by CODESMART to CUSTOMER during this engagement infringes a U.S. patent, copyright or other intellectual property right of any third party.
18. **Governing Law.** These Terms and Conditions will be construed in accordance with the laws of the State of Washington.
19. CODESMART and CUSTOMER agree that the venue for any claims filed by either party arising from, relating to, or in connection with this Agreement shall be held at courts near (within 25 miles) the customer's place of business.
20. **No Waiver.** The failure of either party to insist upon strict performance of any of the provisions of the Terms and Conditions will not be deemed a waiver of any breach or default. The remedies provided to CODESMART hereunder are not a waiver of the remedies of CODESMART under applicable law.
21. **Severability.** If any provision of the Agreement is unenforceable as a matter of law, all other provisions will remain in effect.
22. **Excusable Delay.** CODESMART will not be liable for any delay or failure of performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics or other circumstances beyond CODESMART's control.
23. **Time for Bringing Claims.** Any claim by CUSTOMER against CODESMART, arising from or in connection with the Agreement or any related purchase order cannot be filed, made or maintained unless filed within one year after CODESMART, has provided the Services in question.
24. **Entire Agreement.** These terms and conditions along with the Offer constitute the entire agreement between the parties as to the sale Services and supersede all prior or current written or oral statements, representations, negotiations, agreements and understandings.

CodeSmart, Inc.



Authorized Signature

Name: Chad W Stoker

Title: Chief Technology Officer

Date: 07/28/2014

CUSTOMER - Clark County:



Authorized Signature

Name: Tom Mielke

Title: Chair, Board of Commissioners

Date: August 19, 2014

Not-to-exceed deliverable

<i>Customer Name</i>	Clark County
<i>Key Contact</i>	Emily Zwetzig
<i>Project</i>	Probation Fee Automation
<i>Begin date</i>	August __, 2014
<i>End date</i>	September __, 2014

OBJECTIVE

Clark County District Court wishes to automate the probation fee process that requires up to \$100 / month to be entered into a CAR screen within the Judicial Information System (JIS) support by the Administrative Office for the Courts (AOC). It has been proposed that screen-scraping to determine case #'s will allow the proposed system to add probation fees to the correct cases consistently.

SUCCESS CRITERIA

Project Success Criteria is defined as delivery of specific business capabilities, as follows:

- Active cases currently in probation, have \$100 (or whatever the appropriate amount) automatically applied to their case until the case is no-longer in probation.
- A proposal has been submitted to AOC for automatically updating Clark County's list of active cases along with other case-statuses. (Versus closed cases)
- Notifications are proven to arrive in email inboxes in the event of a system anomaly.
- A report (or web-page) is available to show/demonstrate the data associated with each batch-run of the system. The report should include a comprehensive list of all of the cases that have had the \$100 / mo fee successfully applied, any cases where there was a failure in applying the fee, and if a failure occurred... what the failure may have been.

SCHEDULE OF TASKS

<i>Work Item description</i>	<i>Delivery schedule (Business days)</i>
Modify existig batch-tracking [VRV/CAPPS] website to include Microsoft LIVE ID security integration. (Facilitates single sign-on capabilities for multiple systems including pre-existing AllianceOne website.)	3
Create new database tables for storing the systems "state" of various cases that are being processed for probation fee activity.	3
Work to produce recommendation for AOC to follow-up on regarding the publishing of the active Case list that is available on a more real-time or "near real-time" basis to Clark County's system	4
Create new JIS screen-scraping service to build a list of "Cases" to apply the probation fee to	3
Create new Windows Service-Bus script for deploying and running new Topics/Queues/Namespaces associated with this project to run on the QA and PROD servers respectively.	1


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DN1030MU Plea/Sentencing Update (PLS)          CLARK COUNTY DIST      ALO 2 of 2
Case: 320948280 WSP CT  Csh:          Pty: DEF 1      StID: D BOLLICM176CP WA
Name: BOLLINGER, CHRISTINA MAE          NmCd: IN 083 15710
Charge : 2_ 46.61.5249          NEGLIGENT DRIVING 1ST DEGREE      DV: N
Amended To:                      DV: _
Docket:

Arraignmnt:          Plea/Response: G_ 06 16 2014      Typ: CT
F/Jdgmnt: G_ 06 16 2014 F/Jdg: DJZ F/JReas:          THC:
Sent Date: 06 16 2014 S/Judge: DJZ waived Counsel: _ _ _ BAC:
Jail Sentence: 90_ suspended Jail: 89_ Credit: _ _ _ Jail Complied: N
Fine: 1000.00_ suspended: 650.00_ Other: 545.50_ Total: 895.50
Case Conditions 1 - 6 of 8 Time --Fee--- Imposed Dt Review Date C
NAD No Alcohol or Drugs          _ _ _ _ _ 12 20 2013          N
WRK work Crew                    1_ D _ _ _ _ _ 06 16 2014          N
PAY Pay Fine                      _ _ _ 895.50_ 06 16 2014 09 20 2014 N
NCR No Criminal Violations       2_ Y _ _ _ _ _ 06 16 2014          N
CDE Chemical Dependency Evaluatio _ _ _ _ _ 06 16 2014          N
VIC Victims Panel                 _ _ _ _ _ 06 16 2014          N
Docket:
Calendar: _ _ _ _ _ on _ _ _ _ _ at _ _ _ _ _ Room: _ _ _ Judge: _ _ _
Charge:F7=Back F8=FWD Case Conditions:Shift F7=Back Shift F8=FWD
    
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DN1030MU Plea/Sentencing Update (PLS)          CLARK COUNTY DIST      ALO 2 of 2
Case: 320948280 WSP CT  Csh:          Pty: DEF 1      StID: D BOLLICM176CP WA
Name: BOLLINGER, CHRISTINA MAE          NmCd: IN 083 15710
Charge : 2_ 46.61.5249          NEGLIGENT DRIVING 1ST DEGREE      DV: N
Amended To:                      DV: _
Docket:

Arraignmnt:          Plea/Response: G_ 06 16 2014      Typ: CT
F/Jdgmnt: G_ 06 16 2014 F/Jdg: DJZ F/JReas:          THC:
Sent Date: 06 16 2014 S/Judge: DJZ waived Counsel: _ _ _ BAC:
Jail Sentence: 90_ suspended Jail: 89_ Credit: _ _ _ Jail Complied: N
Fine: 1000.00_ suspended: 650.00_ Other: 545.50_ Total: 895.50
Case Conditions 7 - 8 of 8 Time --Fee--- Imposed Dt Review Date C
PRF Probation Fee Assessed        _ _ _ _ _ 06 16 2014          N
ODD See docket/special conditions _ _ _ _ _ 06 16 2014          N
Docket:
Calendar: _ _ _ _ _ on _ _ _ _ _ at _ _ _ _ _ Room: _ _ _ Judge: _ _ _
Charge:F7=Back F8=FWD Case Conditions:Shift F7=Back Shift F8=FWD
    
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Program needs to run by a certain Day every month.

ASSUMPTIONS

Certain assumptions and premises need to be defined to identify and estimate the required tasks and timing for the project.

- The Project Plan(s) assume(s) no key interdependencies with other initiatives. Interdependencies and their impacts will be described as they are identified.
- Clark County will provide any standards that need to be followed prior to the work being planned and commenced. (Including UI, Business Processes, etc)

- Clark County will support this initiative by allowing CodeSmart Inc to interview key staff during scheduled meetings and interviews if needed.
- CodeSmart will be hosting the system on our standard batch-processing servers. This is a non-critical system because no personally identifiable information is stored, processed, or passed from machine to machine.
- The performance of the system will be limited by the number of RACF ID's issued for the purpose of processing the data, the speed of the mainframe JIS screens involved, and the ability of AOC to share the data. Since this is a batch-system, the speed/performance of the system should not impact users waiting for results in real-time.
- No interface is needed with the Sheriff's corrections systems or R.M.S. at this time.
- AOC can slow down progress by not providing RACF ID's, eliminating security privileges, and/or otherwise interfering with various key points of the project. This can result in delays to the project and is beyond the control of CodeSmart.

COST AND PAYMENT SCHEDULE

- The total project cost will not exceed \$14,000.
- Project will be invoiced upon completion of the full effort.
- Terms of payment timeline will be communicated on the invoice.
- The combination of the already functioning AllianceOne system combined with this Probation Fee Tracking System will incur a regular maintenance fee. (Typically paid monthly.)
 - This fee will be \$300 per month which amounts to \$3,600 per year

Master Services Agreement

This statement of work is subject to the terms stated in the Master Services Agreement effective 7/28/2014. Any other terms and conditions to the contrary are null and void.

Acceptance and authorization

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Clark County

CodeSmart Inc.


Full name

Chad W. Stoker

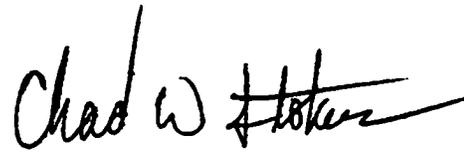
Full name

Chair, Board of Commissioners
Title

CEO

Title

Tom Mielke
Signature


Signature

Signature

August 19, 2014
Date

07/28/2014

Date