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Jefferson Transit Authority
Resolution No. 20-27
Engagement Letter for Integrity Systems LLC

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A RESOLUTION of the Board of Directors of the Jefferson County Public Transportation Benefit Area, hereinafter called the "Authority," authorizing the General Manager to Sign an Engagement Letter with Integrity Software Systems LLC

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WHEREAS, the agreement with Integrity Software Systems LLS is to purchase and upgrade financial software; and

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WHEREAS, Jefferson Transit Authority is ready to proceed with this project and now requires authorization from the Authority for the General Manager to sign said Engagement Letter;

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NOW, THEREFORE, BE IT RESOLVED that the Jefferson Transit Authority Board does hereby authorize the General Manager to sign an engagement letter and enter into an agreement with Integrity Solutions LLC to purchase and update financial software.

CERTIFICATION

The undersigned duly qualified Clerk of the Board, acting on behalf of the Jefferson County Public Transportation Benefit Area, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Jefferson Transit Authority Board held on this 15th day of December 2020.



Chair



Member



Member

 excused ^(SR)

Vice Chair



Member

Attest: 

Clerk of the Board



Integrity Systems LLC

Jefferson Transit Authority
63 4 Corners Road
Port Townsend, WA 98368

October 1, 2020

Jefferson Transit Authority:

Thank you for choosing Integrity Systems LLC to provide consulting services to Jefferson Transit Authority. We look forward to a long and mutually beneficial working relationship. To provide a common understanding and establish a good working relationship, we ask you to read, sign and return this engagement letter contract to confirm the terms and conditions of our engagement and on-going relationship.

Integrity Systems LLC is capable of providing a wide range of consulting services that support your deployment and use of Microsoft Dynamics GP. We support all modules offered by Microsoft that are part of the Dynamics GP application, additionally we support multiple "add-on" modules from third party vendors. Integrity Systems LLC can develop custom applications within Dynamics GP or externally using MSSQL, Dexterity, C#, .Net, VBA and/or Visual Basic. Integrity Systems LLC can provide direction or assistance in integrating information from different electronic sources so manual input can be avoided. We can assist in the deployment of applications to access information contained within Dynamics GP for Business Intelligence or Web based queries purposes.

Consulting services can be provided at your facility, at our offices or remotely to other facilities / locations as desired. General consulting categories are as follows:

- Financial Systems Consulting
- Integration / Import Consulting
- Business Intelligence Consulting
- Customer Software Development
- Software Implementation Services
- Training Services
- Training Materials

Scope / Statement of Work

Unless otherwise covered under a separate written agreement, this document is intended to cover:

- Consulting services for the implementation and on-going support of your financial information system (Microsoft Dynamics GP and related applications).
- Initial and future consulting services we are asked to provide.



- Technical support related to Microsoft Dynamics GP and related products.

Rates and Fees

Consulting service fees are calculated based on the number of hours spent and the respective hourly billing rates of the respective individuals within our organization assigned to your account. Implementation and on-going support includes, but is not limited to, the review and documentation of your current system, review and documentation of your current needs and future needs as they arise, review of hardware and software configuration, actual installation, training and other services as requested.

Our standard hourly rate for professional services and technical support is based on an hour rate of \$185.

Blocks of 40 hours can be pre-purchased for \$6,600 (an effective rate of \$165).

If an on-site visit is required and a full day is not billable, travel time to and from your location will be billed from portal to portal at ½ the hourly rate. If an on-site visit results in 8 or more billable hours, the IRS standard mileage rate will be used.

Out of pocket expenses incurred on your behalf will be billed directly to you at cost. Any expense receipts can be supplied upon request.

Payment

Payments for software and professional services will be payable based on the schedule below:

Software Purchases: Payment for software and hardware ordered is due in full prior to ordering.

Professional Services: Invoices will be mailed on a regular or monthly basis for services performed and costs incurred during the previous period. Payment is due upon receipt of invoice. We reserve the right to assess late fees for invoices unpaid within 15 days. Late charges will be calculated at 1.5% per month (18% per year) on the unpaid balance commencing from the date of the invoice and continuing until paid.

Reimbursable Costs

Travel, lodging and out of pocket costs will be billed at cost. If desired, you or your staff can make travel and lodging arrangements during implementation and on-going support for out-of-town consultants. Any expense receipts can be supplied upon request.

Term of Engagement Contract



This engagement contract is intended to be our master contract for all services performed by Integrity Systems LLC. Unless otherwise modified, in writing, this contract will be automatically renewed annually. Individual projects may be accompanied by a separate document outlining the scope and structure of the specific project. These project contracts are designed to allow both parties to reduce to writing their understanding of the project. Individual project contracts can extend this agreement but do not supersede any agreement in this engagement contract. This engagement contract is implied to be in force until terminated, in writing, by either party. Upon receipt of written termination notification by either party, this contract will terminate in 90 days after notification has been received.

Software Licenses

All software licenses are issued by the company owning or having the rights to issue software license for their software. Integrity Systems LLC, does not issue software license for software that is resold.

Software Warranty

Integrity Systems will stand by its work and deployment methods and decisions. We will guarantee the proper installation of all requested software. If a software defect is found in any of the modules or applications installed, Integrity Systems LLC will work with the Jefferson Transit Authority and the software developer to resolve the issue in a timely fashion.

Integrity Systems LLC does not issue any software warranty for software, modules, or applications that is purchased and sold to the Jefferson Transit Authority.

All software designed and developed by Integrity Systems LLC, will carry a software warranty for 365 days to be free from defects.

Disputes

Disputes under this contract will be resolved through mediation under Washington State Law. Mediation will begin no later than 10 days after first notification and conclude 10 days later.

Conclusion

If you have any questions regarding any of the matters covered in this engagement contract, please contact Vernon Loveless. I can be reached at 206-255-4715 or by email at vloveless@integritysystemsllc.com.



Integrity Systems LLC

Jefferson Transit Authority
October 1, 2020
Page 4 of 4

Please sign and date the original and return it to Integrity Systems LLC. A return envelop has been provided.

Thank you for your confidence in Integrity Systems LLC.

Sincerely,

Integrity Systems LLC

Vernon Loveless

Vernon R. Loveless, CPA

Accepted for Integrity Systems LLC by:

Vernon R. Loveless

Vernon R. Loveless

President of Integrity Systems LLC

12/22/2020

Date

Accepted for Jefferson Transit Authority by:

Jammi Rulert

Signature

General Manager

Title

12.22.2020

Date



Integrity Systems LLC
26619 292nd Avenue SE
Ravensdale, WA 98051
Mobile - 206-255-4715

Invoice

DATE	INVOICE #
11/19/2020	4184 SW

BILL TO
Jefferson Transit Authority 63 4 Corners Rd Port Townsend WA 98368-9366

TERMS	DUE DATE
Due on receipt	11/19/2020

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	Microsoft Dynamics GP - Starter Pack (includes 3 concurrent users)	5,000.00	5,000.00T
1	Microsoft® SQL Server® 2019 Standard Edition Runtime Server License (All Language)	6.00	6.00T
3	Microsoft® SQL Server® 2019 Standard Edition Runtime CAL (All Language)	150.00	450.00T
1	Annual Service Plan with Microsoft for Starter Pack, 18% first year - Enhancement Plan.	900.00	900.00T
	Thank you for using Microsoft Dynamics!		
1	Annual Service Plan with Microsoft for SQL, first year is 22% - Enhancement Plan.	100.32	100.32T
1	SmartList Builder from eOne Solutions	2,550.00	2,550.00T
1	Annual Service Plan for SmartList Builder.	510.00	510.00T
1	Extender from eOne Solutions	6,375.00	6,375.00T
1	Annual Service Plan for Extender.	1,275.00	1,275.00T
	Port Townsend - 9.0%	9.00%	1,544.97
Total			\$18,711.29

EIN # - 51-057 6583



Integrity Systems LLC
26619 292nd Avenue SE
Ravensdale, WA 98051
Mobile - 206-255-4715

Prepaid Consulting

DATE	DOC NUMBER
11/16/2020	3060 Prepay

NAME / ADDRESS
Jefferson Transit Authority 63 4 Corners Rd Port Townsend WA 98368-9366

P.O. NO.	TERMS	DUE DATE
	Due on Invoice Date	11/16/2020

DESCRIPTION	QTY	COST	TOTAL
Prepayment for consulting services (Block of 40 hours)	4	6,600.00	26,400.00
No Sales Tax - Service		0.00%	0.00

EIN # - 51-057 6583

TOTAL	\$26,400.00
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