

**Participating Agreement
Between the
Capitol Region Council of Governments (“CRCOG”), and
The Town of <town name> (“<TOWN NAME>”), and
ViewPoint Engineering, Inc
Concerning the licensing and implementation of Regional Permitting System**

Whereas, CRCOG was the recipient of a State of Connecticut Service Sharing grant from the Office of Policy and Management (OPM) to identify opportunities for regional IT services and create and implement pilot projects to test the feasibility of those opportunities; and

Whereas, the opportunity phase included a needs assessment process involving 31 central Connecticut municipalities, and that process concluded that selection and implementation of a Regional Permitting System for building permits was deemed to be the highest priority project; and

Whereas, CRCOG, with the guidance of a steering committee represented by <TOWN NAME> management and IT professionals (IT Steering Committee), and the direct participation of <TOWN NAME> building officials and IT managers, did conduct a rigorous Request for Proposal (RFP) process which resulted in the selection of software from ViewPoint as the best overall fit for the regional permitting solution desired by the IT Steering Committee; and

Whereas, the CRCOG Policy Board authorized entering into a contract with ViewPoint to license software and purchase support and maintenance services related to ViewPermit software from ViewPoint for CRCOG’s and its member communities business use (*“Professional Services Agreement by and between CRCOG and ViewPoint Engineering, Inc. for a Regional Permitting System”* hereafter referred to as “The Contract” and attached hereto as Exhibit A); and

Whereas, the Agreement has been consummated and includes a requirement that each Participating Municipality that wishes to benefit from the regional “front end” building permitting system being developed under the Agreement and the discounted pricing being offered by ViewPoint and CRCOG, enter into a separate Participating Agreement with CRCOG and ViewPoint to clearly define the respective responsibilities in terms of management, payment, support, and decision-making among the three parties; and

Whereas, <TOWN NAME> desires to be a participating municipality in CRCOG’s regional “front end” building permitting system, and desires to execute the required PARTICIPATING AGREEMENT with CRCOG and ViewPoint;

Now, be it agreed as follows:

1. License: Pursuant to the terms of the contract, ViewPoint will provide <TOWN NAME>

with a site license for unlimited users including all town/city departments. <TOWN NAME> will be an Option 2 (Hosted) participating municipality as defined in Exhibit B to The Contract.

2. Payment: Pricing will be based on the cost schedule presented by CRCOG to its Policy Board on September 23, 2009, summarized below. Specifically:
 - a. The purchase price to ViewPoint for <TOWN NAME>'s software will be \$<PRICE>
 - b. <town name> will pay the balance in three equal installments. These milestones are further defined in Attachment A, the Contract.
 - i. 1/3 within 30 days of the signing of this agreement
 - ii. 1/3 within 30 days of system installation
 - iii. 1/3 within 30 days of software go-live and acceptance
3. Commencing after software acceptance, <TOWN NAME> will pay an annual support and maintenance fee per the schedule below. These payments will be made directly to CRCOG.

{SCHEDULE GOES HERE}

The vendor's payments as outlined in the contract are dependent upon acceptance of the software by CRCOG and the participating municipalities.

4. Scope: <TOWN NAME> agrees to the Scope of this pilot project as identified in Exhibit A of The Contract, with exceptions or additions as noted below:
 - a. (Data Conversion Services) If <TOWN NAME> desires additional assistance from ViewPoint in converting historical data for use by the ViewPermit software, <TOWN NAME> and ViewPoint will sign a brief Supplementary Agreement detailing the scope of the effort, work products, time-line, and cost. The cost will be paid directly by <TOWN NAME> to ViewPoint as outlined in the Supplementary Agreement
 - b. (Administrator Services) If <TOWN NAME> desires to procure additional Administrator services from ViewPoint for occasional assistance in adding or changing system data fields, reports, roles/permissions changes, etc. <TOWN

NAME> may procure this service on an ad hoc \$110 per hour basis or a per year basis payable directly to ViewPoint. Any such services must be laid out in a Supplementary Agreement similar to that identified under 4.a., above.

- c. (On-site training services) Should <TOWN NAME> need training services provided to its users, Viewpoint will provide these services at \$3,000 per day for a class size maximum of 20 people. <TOWN NAME> may request joint training in order to reduce costs, in which case each town shall pay an equal share of the training costs. Additional details regarding the training are provided in Section 3.4 of The Contract.
5. Disputes and Termination: <TOWN NAME> agrees to abide by the process for remedies and dispute resolution identified in the Contract under section 7. Notwithstanding this, <TOWN NAME> may terminate this agreement at any time by giving forty-five (45) days written notice thereof to CRCOG.
 6. Decision-making: Implementation of permitting systems will be managed by a CRCOG project manager and ViewPoint project manager as outlined in The Contract. Each participating municipality shall also appoint and make available appropriate staff to provide required information and made decisions regarding that municipality's system.
 - a. Decision-making involving changes in scope that affect Participating Municipalities shall be made by a Regional IT Steering Committee consisting of one representative from each Participating Municipality and one from CRCOG.
 - b. <TOWN NAME> agrees to participate as a member of the Steering Committee during the life of the pilot projects. <TOWN NAME> shall appoint its chief administrative officer or designee as its member.
 - c. For the duration of The Contract, should <TOWN NAME> desire a change in scope to the Pilot project beyond those items agreed to in #3 above, <TOWN NAME> agrees to participate in the scope change process authorized in Section 3.2 of The Contract and as may be further elaborated by the CRCOG Project Manager.
 - d. Change control items must be routed to ViewPoint through the CRCOG Project Manager who shall have authority over the timing of requested changes.

- e. Change control items requested by <TOWN NAME> will normally be fully assessable to <TOWN NAME> and payable directly to ViewPoint
 - f. Should <TOWN NAME> request that the cost of a scope change item be assessed to multiple municipalities the CRCOG project manager will bring that change control item to the Steering Committee for review and recommendation.
 - g. Should a Scope Change result in additional costs, no <TOWN NAME> shall be liable for those costs unless it has agreed to the Scope Change.
 - h. Should a <TOWN NAME>-paid change control item be subsequently used for the benefit of additional participating municipalities, there will be no compensation due <TOWN NAME> by other participating municipalities to recover any portion of <TOWN NAME>'s original investment in the solution.
 - i. Change control items requested by CRCOG will be payable by CRCOG up to the limits of available funding. Thereafter, assessments for CRCOG-initiated change orders must be reviewed and approved by the Pilot Project Steering Committee prior to the changes being made by ViewPoint.
 - j. The Steering Committee shall address any concerns that come up which are not explicitly defined in this PARTICIPATING AGREEMENT and will be the ultimate arbiter of any disagreements among <TOWN NAME>s relative to any aspect of the pilot project. The Pilot Project Steering Committee will be advised by the Building Officials of each Participating Municipality relative to issues related to installation and maintenance of the regional permitting software.
7. <TOWN NAME> and ViewPermit agree to execute a Side Letter Agreement substantially in the form attached hereto as Exhibit B.

IN WITNESS THEREOF, CRCOG, <TOWN NAME>, and CONSULTANT, have executed this Agreement on this _____ day of _____ 2009.

WITNESS: CAPITOL REGION COUNCIL OF GOVERNMENTS

Signature: _____

Printed Name:

By: _____

Lyle D. Wray
Its Executive Director

WITNESS:

Signature: _____

Printed Name:

CONSULTANT

By: _____

WITNESS:

Signature: _____

Printed Name:

<TOWN NAME>

By: _____

Attachment A
“The Contract”

Attachment B
SIDE LETTER AGREEMENT

Re: Participation Agreement Between the Capitol Region Council of Governments ("CRCOG"), The town of <town name> ("**<TOWN NAME>**") and ViewPoint Engineering, Inc. ("ViewPoint") concerning the Licensing and Implementation of Regional Permitting System ("System")

This letter ("Letter Agreement") is intended to confirm the agreement of ViewPoint, CRCOG and <TOWN NAME> as one of the members of the CRCOG Regional Permitting System (a "Member") collectively, the "Members") to participate in a system as defined in a certain Professional Services Agreement by and between CRCOG and ViewPoint (the "Agreement") for a regional permitting system for the period commencing November 4, 2009 and ending July 1, 2015.

On or about _____, <town name> signed a "Participating Agreement". By signing the Participating Agreement, the Member both committed to participate in CRCOG's regional permitting project and demonstrated its understanding that CRCOG had conducted a procurement process and would make an award of a contract on the Participating Municipalities' behalf.

To that end, the parties agree that ViewPoint will provided the regional permitting software and support services required by the Member, during the term of the Agreement and under the terms and conditions contained in the Agreement to be attached to this letter.

The Member further agrees to indemnify, defend and hold CRCOG harmless from any and all claims and disputes of any kind whatsoever arising from the Agreement between Member and ViewPoint.

If the Member fails to meet its obligation under this letter, the Participating Agreement, the Agreement and any and all attachments thereto, ViewPoint shall have the option to pursue its legal remedies against the Member but hereby agrees that it has no remedy against CRCOG and that it will not pursue any claim or remedy against CRCOG arising from the Member's obligations under the Agreement.

Finally, CRCOG agrees to act as the administrator of the Agreement, including the billing and collection of payment from Participating Municipalities, payments to ViewPermit, and to manage any renewal options, or other administrative tasks that exist under the Agreement. The Member and ViewPoint acknowledge CRCOG's role does not create any contractual obligation of any kind to the Member or to ViewPoint for which the Member is primarily responsible under the Agreement.

Please acknowledge your acceptance of the terms contained in this letter by signing all copies of this letter where indicated below, retaining one original for your file, and returning two to my attention.

Very truly yours,

Lyle D. Wray, PhD
Executive Director, CRCOG

Accepted and agreed to:

Accepted and agreed to:

ViewPoint Engineering, Inc.

By: _____

Name: _____

Date: _____

Member: _____

By: _____

Name: _____

Date: _____