

Professional Services Agreement

This Professional Services Agreement (hereafter "Agreement"), made and entered into this 26th day of January 2026, ("Effective Date") by and between **Kootenai County**, Idaho (hereinafter, the "Client") and ClientFirst Consulting Group, LLC, dba **ClientFirst Technology Consulting**, (hereinafter, the "Provider").

WITNESSETH:

That Client and Provider (hereinafter, the "Parties"), for the consideration herein named, do hereby agree as follows:

1. Services
 - a. Scope of Work
 - i. This Agreement is for services to be rendered by Provider to the Client for Consulting Services.
 - ii. The services to be performed under this Agreement consist of Contracted Services, as described and designated herein. Compensation to the Provider for Contracted Services under this Agreement shall be as set forth herein.
 - b. Qualification to Perform: By executing this Agreement, the Provider represents and agrees that Provider is qualified to perform and fully capable of performing the services required under this Agreement in a fully competent, professional, and timely manner.
2. Provider Responsibilities
 - a. Services to be Provided: The Provider shall provide the Client with all services required to satisfactorily complete the Project as defined herein within the time limitations set forth herein and in accordance with the highest professional standards.
 - b. Standard of Care
 - i. The Provider shall exercise reasonable care and diligence in performing services under this Agreement in accordance with the highest generally accepted standards of this type of Provider practice and in accordance with applicable federal, state, and local laws and regulations applicable to the performance of these services. Provider is solely responsible for the professional quality, accuracy, and timely completion and/or submission of all work related to the Contracted Services.
 - ii. The Provider shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the Client. No permission for subcontracting shall create, between the Client and the subcontractor, any contract, or any other relationship.
 - iii. Provider is an independent contractor of the Client. Any and all employees of the Provider engaged by the Provider in the performance of any work or services required of the Provider under this Agreement, shall be considered employees or agents of the Provider only and not of the Client, and any and all claims that may arise under any Workers' Compensation or other law or contract on behalf of said

employees while so engaged shall be the sole obligation and responsibility of the Provider.

- iv. Provider agrees that Provider, its employees, agents, and subcontractors, if any, shall be required to comply with all federal, state, and local antidiscrimination laws, regulations, and policies that relate to the performance of Provider's services under this Agreement.
- v. If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials, Provider represents that it and/or its employees, agents, and subcontractors engaged in such activities possess such licenses, certifications, or credentials, and that such licenses, certifications, or credentials are current, active, and not in a state of suspension or revocation.
- vi. In determining the basic services to be provided, should any documents be referenced in this Agreement, the terms of this Agreement shall have priority in any conflict between the terms of referenced documents and the terms of this Agreement.

3. Contracted Services

- a. The Services to be rendered by the Provider pursuant to this Agreement are as follows: ERP Software Consulting Services.
- b. A description of services to be delivered is detailed in the Work Plan included as *Attachment 1* to this Agreement.

4. Duration of Services

- a. Term: The term of this Agreement shall be from January 26, 2026, to September 30, 2027.
- b. Scheduling of Services
 - i. The Provider shall schedule and perform its activities in a timely manner.
 - ii. The Commencement Date for the Provider's Contracted Services shall be January 26, 2026.

5. Compensation

- a. Compensation for Contracted Services: Compensation for Contracted Services shall include all compensation due to the Provider from the Client for all services under this Agreement, except for any authorized Reimbursable Expenses which are defined herein. The maximum amount payable for Contracted Services shall not exceed One Hundred Nine Thousand, Eight Hundred Thirty-Five Dollars (\$109,835).
- b. Payment for Contracted Services: Provider will bill monthly as services are completed, and payment for Contracted Services shall become due and payable within thirty (30) days of the Provider properly invoicing the Client.
- c. Additional Services: Client shall not be responsible for costs related to any services in addition to the Contracted Services performed by Provider, unless Client requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.

6. Client Responsibilities: The Client recognizes responsibilities for cooperation and coordination. The Client has designated David Krout to act as its representative with respect to the Project and shall have the authority to render decisions within guidelines established

by the Client Manager and/or the Client's duly recognized seat of authority and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information. The Client will be required to work with the Provider in providing time, gathering/providing information, and completing various tasks to assist the Provider in delivering the Contracted Services. The Client is responsible for providing this assistance in a reasonable timeframe. Delays in providing this assistance shall relieve the Provider of the established schedule contained herein under *Duration of Services*.

7. Insurance: Provider shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as required and outlined as follows. Provider shall not commence work until such insurance is in effect and certification thereof has been received by the Client.
 - a. Workers' Compensation at the statutory limits in compliance with applicable State and Federal laws. The Provider shall ensure that any subcontractors also have Workers' Compensation coverage at statutory limits.
 - b. Commercial General Liability covering all operations performed by the Provider with a minimum limit of \$1,000,000 per occurrence with a \$2,000,000 aggregate.
 - c. Professional Liability covering the Provider's acts, errors, or omissions in performance of the contract with a minimum limit of \$1,000,000 per claim with a \$1,000,000 aggregate.
 - d. Business Automobile Liability covering all non-owned and hired vehicles used in performance of the contract. The minimum combined, single-limit per occurrence shall be \$1,000,000 and shall include uninsured/underinsured motorist coverage.
 - e. The Provider shall provide the Client with certificates of insurance evidencing the above amounts. The Client shall be named as additional insured under the Commercial General Liability policy.
 - f. Before commencing work, the Provider shall furnish the Client with certificates of insurance on an approved form.
8. Indemnity: The Provider agrees to defend, indemnify, and hold harmless the Client from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Provider, except to the extent same are caused by the negligence or willful misconduct of the Client. It is the intent of this provision to require the Provider to indemnify the Client to the fullest extent permitted under prevailing local, state, and federal law.
9. Amendments to the Agreement: Changes in the Contracted Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the Client and the Provider. The Provider shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the Client.
10. Termination
 - a. Termination for Convenience of the Client: This Agreement may be terminated without cause by the Client and for its convenience upon 15-days' prior written notice to the Provider.
 - b. Other Termination: The Provider may terminate this Agreement based upon the Client's material breach of this Agreement, provided the Client has not taken all reasonable

actions to remedy the breach. The Provider shall give the Client 15-days' prior written notice of its intent to terminate this Agreement for cause.

- c. Compensation after Termination
 - i. In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the Client due to errors or omissions of the Provider.
 - ii. Should this Agreement be terminated, the Provider shall deliver to the Client within 15 days, at no additional cost, all deliverables, including any electronic data or files relating to the Project.
 - d. Waiver: The payment of any sums by the Client under this Agreement or the failure of the Client to require compliance by the Provider with any provisions of this Agreement or the waiver by the Client of any breach of this Agreement shall not constitute a waiver of any claim for damages by the Client for any breach of this Agreement or a waiver of any other required compliance with this Agreement.
11. Confidentiality: Client and Provider may exchange with each other certain proprietary, confidential, non-public, or trade-secret information. The Parties agree to keep this information confidential.
- a. Confidential Information: Confidential Information means all documents or information disclosed, created, or made available by the Client and Provider in connection with this Project and the delivery of the Contracted Services.
 - b. Consent: Parties will not disclose any Confidential Information to a third party without the prior written consent of the disclosing Party.
 - c. Use: Parties will not use any Confidential Information for any purposes other than providing bids or quotes or fulfillment of delivering Contracted Services.
 - d. Security Standards and Destruction: Provider will exercise reasonable technical and physical security standards to maintain confidentiality of the Client's Confidential Information held in the Provider's possession or control. The Provider will maintain these standards until the eventual disposal and destruction of this information.
 - e. General Availability: If information has been published or has otherwise entered the public domain without a breach of this Agreement, it shall no longer be deemed as Confidential Information.
 - f. Absent of Breach: It is not a breach of this Agreement to:
 - i. Disclose Confidential Information required to be disclosed by applicable law, regulation, or court order.
 - ii. Disclose Confidential Information that is disclosed by the receiving Party with the prior consent of the other Party.
12. Additional Provisions
- a. Limitation and Assignment: The Client and the Provider each bind themselves, their successors, assigns, and legal representatives to the terms of this Agreement. Neither

the Client nor the Provider shall assign or transfer its interest in this Agreement without the written consent of the other.

- b. **Governing Law:** This Agreement and the duties, responsibilities, obligations, and rights of respective parties hereunder shall be governed by the laws of the state of Idaho.
- c. **Compliance with Laws:** Provider, including Provider's subcontractors, shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations, including, but not limited to, all antidiscrimination laws. Where applicable, failure to maintain compliance with the requirements of said local, state, and federal laws, rules, and regulations constitutes Provider's breach of this Agreement. By executing this Agreement, Provider affirms it is in compliance with said local, state, and federal laws; rules, and regulations.
- d. **Dispute Resolution:** Any and all suits or actions to enforce, interpret, or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the state of Idaho. It is agreed by the parties that no other court shall have jurisdiction with respect to such suits or actions. The Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.
- e. **Entire Agreement:** This Agreement represents the entire and integrated Agreement between the Client and the Provider and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.
- f. **Severability:** If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.
- g. **Ownership of Work Product:** Should Provider's performance of this Agreement generate documents, items, or things that are specific to this Project, such documents, items, or things that are delivered by the Provider to the Client shall become the property of the Client and may be used by the Client on any other project without additional compensation to the Provider. The use of the documents, items, or things by the Client or by any person or entity for any purpose other than the Project, as set forth in this Agreement, shall be at the full risk of the Client.
- h. **Non-Appropriation:** Provider acknowledges that Client is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of statutory mandates to which it is subject, as applicable.
- i. **Purchases by Other Seeking Public Agencies:** ClientFirst acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of similar services and/or purchases offered in this contract or proposal. ClientFirst can agree or disagree to allow contract piggybacks on a case-by-case basis. ClientFirst agrees to extend the same pricing, terms, and conditions as stated in this contract or proposal to other political entities, special districts, or government agencies. It is understood that other entities shall make purchases in their name, make payments, and be liable directly to ClientFirst. The agency shall not be responsible to ClientFirst for other entities' purchases.
- j. **Change in Client's Authority or Mandate:** In the event of a change in the Client's statutory authority, mandate, and/or mandated functions, by state and/or federal legislative or regulatory action, which adversely affects Client's authority to continue its obligations

under this Agreement, then this Agreement shall automatically terminate without penalty to Client, upon written notice to Provider of such limitation or change in Client's legal authority.

13. Notices

Any material notice required by this Agreement shall be in writing and delivered by certified or registered mail, with a request for return receipt to the following:

CLIENT:

Kootenai County

Attention: Brandi Falcon, Finance Director
451 N Government Way
Coeur d'Alene, Idaho 83814

PROVIDER:

ClientFirst Consulting Group, LLC
dba ClientFirst Technology Consulting
Attention: David Krout, Managing Partner
1250 Corona Pointe Ct., Suite 404
Corona, CA 92879

IN WITNESS WHEREOF, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

Kootenai County

By: _____

Name: Brandi Falcon

Title: Finance Director

ClientFirst Technology Consulting

By:  _____

Name: David Krout

Title: Managing Partner

Attachment 1

ERP Software Selection Consulting Services

Work Plan

The following work plan outlines the project steps, the hours to be devoted by project team members, and an estimated timeline. The timeline starts on the date of the Kick-Off Meeting.

Step	ERP Software Selection Consulting Services	Total Billable Hours	Jamie/ David	Janet/ Allicia
Project Coordination and Management				
1	<p>Project Coordination and Management - Work with the County Project Manager to finalize the project work plan and timelines and arrange communications, logistics, and support. Schedule meetings with personnel from each functional area to review and discuss existing and future information system needs. Provide ongoing project coordination and status updates.</p> <p>Act as a liaison between the executive stakeholder team, project team, vendor(s), and County staff.</p> <p>Develop and manage a comprehensive project plan detailing project stages, milestones, and resources.</p> <p>Manage the Change Management Process with oversight from the County Project Manager.</p> <p>Develop consultant communications and plans and provide monthly executive/project status reports, including decisions, issues, and action items.</p>	50	32	18
Phase 1 - Project Team Development and Kick-off				
2	<p>Project Initiation, Kick-Off, and Project Team Development - Work with the County Project Manager to develop and finalize the makeup of the Project Team and document required roles and responsibilities. This will include the following steps:</p> <p>Project Team organization includes setting up a PMO office, per Project Management Institute best practices.</p> <p>Develop module and functional-area teams based on Enterprise Application Management and Support Best Practices. These teams will also be utilized during implementation.</p> <p>Assist in educating Project Team members and stakeholders on defined roles and responsibilities. This will be facilitated through completing forms for use in workshops, including background concepts, instructions, and finalization.</p> <p>Conduct a formal Kick-Off Meeting to officially start the project and provide an overview to Project Team members, County stakeholders, and other engagement participants.</p>	14	8	6

Step	ERP Software Selection Consulting Services	Total Billable Hours	Jamie/ David	Janet/ Alicia
Phase 2 - Assessment and Process Reviews				
3	Needs Assessment Questionnaires/Information Requests - Develop an assessment questionnaire and information requests related to existing and future information systems that must be used with staff during the discovery process. The questionnaire results will guide the business process reviews by module, including automating manual processes, streamlining others, improving integrations, and identifying unmet reporting needs.	4	2	2
4	Information and Background and Analysis - Obtain and analyze background information, including internal questionnaires and surveys.	28	16	12
5	Business Process Review and Requirements Workshops - Meet with module teams to review existing manual and automated systems and operations, including any custom-developed workaround systems or processes. Change management and best practices for vendor selection and implementation preparation will be addressed throughout all workshops. Workshops will also identify deficiencies in the current process and establish expectations or improved design and efficiencies in a modern ERP solution.			
	Finance Management			
	General Ledger and Bank Reconciliations	4	2	2
	Budgeting (General, Position/Personnel, and Capital)	4	2	2
	Project/Grant Accounting	4	2	2
	Requisitions and Purchasing	4	2	2
	Contracts Management			
	Accounts Payable	4	2	2
	Accounts Receivable/Misc. Billing	4	2	2
	Cashiering and Payment Processing integration	4	2	2
	Fixed Assets	3	1.5	1.5
	Financial and Ad Hoc Reporting	4	2	2
	People Management			
	Human Resources	8	4	4
	Benefits Administration	Included	Included	Included
	Employee Self-Service Portal	Included	Included	Included
	Time and Attendance	4	2	2
	Payroll	4	2	2
	Integrations/Interfaces and Conversion Requirements	8	4	4
	Third-Party Systems	Included		

Step	ERP Software Selection Consulting Services	Total Billable Hours	Jamie/ David	Janet/ Alicia
	Other integrations/interface needs addressed during the project's business process review include but are not limited to import/exports, investment banks, service banks, download check files, download bank statements, voided checks, positive pay, electronic 1099 submission, third-party payment uploads, p-card download, electronic employee reimbursement payments, third-party credit card transaction system, check balance verification, barcode scanning capability, customer Internet payments, third-party report writers, third-party benefit providers, EEO-4 survey file upload, electronic federal and state files (1099, 1096, payroll, etc.), wire transfers, direct-deposit file, 457 Deferred Compensation export, time-card uploads, State Retirement System, meter reading software, GIS, single sign-on - Active Directory, and electronic document management.	Included		
6	System Requirements Documentation - Review information gathered during the process reviews and develop system requirement specifications.	58	14	44
7	System Requirements and Documentation Revisions - Incorporate and revise the process review and requirements specification documents by incorporating feedback from the organization, following the organization's review of materials.	16	4	12
8	Needs Assessment/Gap Analysis Reporting - Based on the information gathered and analysis performed, prepare a needs assessment/gap analysis report and presentation documenting current systems and processes, with recommended improvements and future needs, including: <ul style="list-style-type: none"> New System Opportunities and Existing System Challenges Findings and Recommendations New-Solution Requirements Integration Needs Conversion Requirements Implementation Risk Assessment Budget, Resource, and Timeline Considerations 	40	24	16
Phase 3 - Develop Request for Proposals (RFP)				
9	Preliminary Vendor Communication/Research - In the preliminary vendor communication/ research, we will prepare a list of pre-screened information system vendors and their contact information based on the assessment process and new system requirements. Our objective will be to identify vendors specializing in government agencies with applications for future needs already in use in the industry.	8	8	
10	Develop Request for Proposals (RFP) Documents - We will prepare draft Request for Proposal (RFP) documents with Electronic Response Forms. Assumes a single RFP and process for all software modules. County is responsible for RFP finalization and distribution. Additional RFPs will require a change order. RFP will include, but will not be limited to the following: <ul style="list-style-type: none"> Formatted to receive proposals for SaaS/cloud and on-premise proposal options, including the required infrastructure of each option (new system hardware, network, system software, and workstation requirements) Detailed implementation service requirements Migration or conversion from existing to new system (cost and timeline) Review of system and technical specifications 	32	8	24
		Included		

Step	ERP Software Selection Consulting Services	Total Billable Hours	Janet/ David	Janet/ Alicia
	Training cost and schedule	Included		
	Implementation of estimated costs and timelines	Included		
11	RFP Issuance and Facilitate Vendor Response Activities - Assist the County in issuing the RFP and facilitate pre-proposal vendor response activities, including: Assist with vendor questions and answers during established proposal response timelines. If necessary, assist with the required RFP addenda.	6 Included Included	4	2
Phase 4 - Vendor Proposal Evaluation and Finalist Vendor Selection				
12	Vendor Proposal Evaluations - Analyze and evaluate proposal responses. Provide an initial Summary Vendor Comparison Worksheet and Vendor Executive Summary Analysis Memorandum.	32	8	24
13	Vendor Analysis Workshop to Determine Vendor Finalists (Shortlist) - Conduct an analysis results workshop that includes the review of the Vendor Comparison Worksheet and Vendor Executive Summary Analysis. We will use a Finalist Decision Guide to conduct this workshop and determine a vendor shortlist.	6	4	2
14	Develop Demonstration Documents, Agenda, and Coordination - Develop demonstration documents, including preparing an agenda and demonstration scripts or guides for vendor demonstrations. These will be sent to vendor finalists for their preparation. Also, during demonstration sessions, prepare Vendor Demonstration Evaluation Forms for all participating County staff. We will also prepare a form to be used by Project Team members to conduct finalist reference checks and/or calls and prepare a Site-Visit Form for County personnel to use during the site visit(s).	20	4	16
15	Facilitate Vendor Demonstrations - Assist the County in scheduling demonstration dates and facilitate initial vendor demonstrations to address pertinent requirements. County personnel will evaluate vendor demonstrations using Demonstration Evaluation Forms. These forms use a rating system to assist with the comparison of vendors. Hours estimate based on three vendors at 2.0 days each. Additional vendor demonstration assistance will require a change order and be billed on a pre-approved time-and-materials basis.	60	12	48
16	Post Demonstration/Visit/Reference Check Due Diligence and Follow-Up - Assist with additional finalist vendor(s) follow-up issues and due diligence. This may include additional demonstrations, Q&A facilitation, reference checking, site-visit assistance, etc. Additional required and/or requested hours will be billed on a pre-approved time-and-materials basis.	40	16	24
17	Facilitate Final Vendor Selection - Meet with the County's Project Team to facilitate discussion and finalize the vendor selection. The Vendor Demonstration Evaluations, in combination with additional due diligence analysis, will be used to facilitate the selection of a finalist.	4	4	
Phase 5 - Implementation Plan Review Contract Negotiations				
18	Implementation Plan (SOW) Review - Work with the County and the selected vendor to review and finalize the Statement of Work, Implementation Schedule/Plan, Project Management Office, resource requirements, and timelines. Assumes one vendor. Additional vendors will be billed on a pre-approved time-and-materials basis.	12	12	

Step	ERP Software Selection Consulting Services	Total Billable Hours	Jamie/ David	Janet/ Alicia
19	Contract Review and Negotiation Assistance - Assist with contract review and negotiation assistance (in a non-legal capacity). Assumes contract review and negotiations with a single primary vendor. Additional required and/or requested hours will be billed on a pre-approved time-and-materials basis.	24	24	
	Hours	513	234	280

Fee Summary

Our professional fees are based on the scope and approach outlined in this proposal, plus expenses on a time-and-materials basis. Our standard billing rates for these types of services reflect the levels and skill sets of the consultant(s) assigned to specific aspects of the project. We will not exceed the estimated project amount without the City's prior written authorization. Any requested travel expenses will be billed at cost, in addition.

ERP Software Selection Consulting Services	Total Billable Hours	Jamie/ David	Janet/ Alicia
Hours	513	234	280
Rate		\$ 225	\$ 205
Subtotal	\$ 109,835		
Travel and Related Expenses (not to exceed 14%)	N/A		
Total Project Costs	\$ 109,835		

Project Start

We can begin the initial activities related to this project, such as project coordination and scheduling, within 1-2 weeks of finalizing an agreement regarding this proposal.

Scope Changes and Management

Alternative scope changes and fee adjustments are possible and depend on specific project needs, staff resources, and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If the nature or scope of our work should change significantly during the project, we will discuss such matters and their effect on our fees and obtain written approval before proceeding.

Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide a detailed accounting of all consulting time and expenses on the invoice. Payments are due within 30 days of receipt via check or ACH.