PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between **Pacific County (Pacific County Communications),** hereinafter **"Client"** with its principal place of operation located at 300 Memorial Drive (P.O. Box 27) South Bend, WA. 98586 and **Patty Marsden,** Business Address: Patty Marsden, [redacted], hereinafter; **Spillman Systems Administrator "SSA".**

1. Services to be Performed
   SSA agrees to perform the services described in Appendix A, which is attached hereto and by this reference made part of this agreement.

2. Payment
   In consideration for the services to be performed by the **SSA** as described in Appendix A, **Client** agrees to pay the **SSA** as negotiated, a monthly salary of $1,800.00 for the first six months and $1,500.00 for every month worked thereafter.

3. Terms of Payment
   Amount negotiated will be payable monthly with payment to be issued within 30 days upon receipt of monthly invoice.

4. Division of Labor
   The **SSA** will act as the primary point of contact for the **Client**. With prior written approval by the **Client,** the **SSA** may sub-contract assistance on any specific task as needed. Any sub-contract will be at the **SSA's** expense. The **Client** will not be liable for any costs or expenses incurred due to the sub-contract.

5. Expenses/Travel
   The **SSA** shall be responsible for any necessary travel expenses incurred while performing services under this Agreement. These expenses will not include travel expenses for attendance at the Spillman User's Group that are currently paid for by the State of Washington. Any travel for which reimbursement is expected will have prior written approval by the **Client**.

6. Materials
   The **SSA** will furnish all supplies used to provide the services required by this Agreement at no cost to **Client**.

7. Equipment and Software
   Client shall provide **SSA** with the Spillman software necessary to perform services. A detailed inventory form of any equipment assigned will be on record with the **Client** and amended as necessary. All equipment and/or software provided the **SSA** by the **Client** will be returned to the **Client** upon termination of the Agreement.

8. Connectivity
   Connectivity to the Spillman Server in Pacific County will be through a Pacific County VPN Connection.

9. Public Disclosure

This Agreement and all public records associated with this Agreement shall be available from the **SSA** for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the **SSA** are needed for the **Client** to respond to a request under the Act, as determined by the **Client,** the **SSA** agrees to make them promptly available to the **Client.** If the **SSA** considers any portion of any record provided to the **Client** under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the **SSA** shall clearly identify any specific information that it claims to be confidential or proprietary. If the **Client** receives a request under the Act to inspect or copy the information so identified by the **SSA** and the **Client** determines that release of the information is required by the Act or otherwise appropriate, the **Client's** sole obligations shall be to notify the **SSA** (a) of the request and (b) of the date that such information will be released to the requester unless the **SSA** obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the **SSA** fails to timely obtain a court order enjoining disclosure, the **Client** will release the requested information on the date specified. The **Client** has, and by this section assumes, no obligation on behalf of the **SSA** to claim any exemption from disclosure under the Act. The **Client** shall not be liable to the **SSA** for releasing records not clearly identified by the **SSA** as confidential or proprietary. The **Client** shall not be liable to the **SSA** for any records that the **Client** releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

A member of the public could request public records from the **SSA** directly. The **SSA** agrees to notify **Client** within one (1) business day of any request for public records that include **Client** supplied documents, including the name of the requestor and the documents sought, to allow the **Client** to facilitate the prompt review and supply of the documents.

All Public Records prepared, owned, used or retained in conjunction with this Contract shall be subject to retention in accordance with the Local Government Common Records Retention Schedule (CORE) as published by the WA State Office of the Secretary of State/WA State Archives.

The **SSA** agrees to indemnify and hold harmless the **Client** from any third-party claims concerning public document requests and fulfillment that arise from **SSA's** reckless or negligent release or nonrelease of records.

10. Term of Agreement

This Agreement will become effective when signed by both parties and will terminate when a party to the Agreement terminates this Agreement as provided below, or on December 31, 2017.

11. Terminating the Agreement

Either party may terminate this Agreement at any time by giving a thirty (30) day written notice of termination to the other party. **SSA** shall be entitled to full payment for services performed prior to the date of termination.

12. Independent Spillman Systems Administrator Status

The **SSA** agrees that it is acting as an independent contractor, and not as an employee of the **Client**. As such, the **Client** will not provide any compensation or benefits beyond the compensation described immediately hereinabove. The **SSA** hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that the **SSA** is an employee of the **Client**.

The **SSA** also agrees to pay any local, state, or federal taxes applicable to compensation for income received by the **Client** pursuant to this Agreement.

- The **SSA** has the sole authority to control and direct the means, manner and method by which the services required by the Agreement will be performed.
- **Client** agrees that the **SSA** shall perform the services required by this Agreement, except that with prior written approval by the **Client** the **SSA** may sub-contract at her own expense.
- At **Client's** discretion, **Client's** employees may assist the **SSA** with matters requiring data collection or other local coordination or assistance.
- The **SSA** is ineligible to participate in any employee pension, health, vacation pay, sick pay or any other fringe benefit plan offered by **Client** to **Client's** employees.

13. Confidentiality

All records will be confidential and will not be viewed by, or released to anyone other than the **SSA** without the expressed permission of the **Client**.

14. Local, State and Federal Taxes

The **SSA** and any sub-contractor shall pay all use tax, sales tax, income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. **Client** will not:

- Withhold FICA from **SSA's** r payments or make FICA payments on **SSA's** behalf.
- Withhold state or federal income tax from **SSA's** payments.
- Make any unemployment compensation contributions on **SSA's** behalf.

15. Notices

All notices and communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- Spillman Systems Administrator:
  Patty Marsden
  [redacted]

- Client:
  Pacific County Communications
  300 Memorial Avenue/P O Box 27
  South Bend, WA 98586
  Attn: Stephanie Fritts
  Work: 360-875-9340
  [redacted]
  Email: sfrtitts@co.pacific.wa.us

Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated above, or when sent by fax to the last fax number of the recipient known to the party giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

16. Indemnification/Hold Harmless

To the fullest extent permitted by law, the **SSA** agrees to indemnify, defend and hold the **Client** and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the **SSA**, its employees, agents or volunteers or **SSA's** sub-contractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the **SSA's** or its sub-contractors use of, presence upon or proximity to the property of the **Client.** This indemnification obligation of the **SSA** shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the **Client**. This indemnification obligation of the **SSA** shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the **SSA** hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the **SSA** are a material inducement to **Client** to enter into the Agreement, are reflected in the **SSA's** compensation, and have been mutually negotiated by the parties.

Survival of **SSA's** Indemnity Obligations. The **SSA** agrees all **SSA's** indemnity obligations shall survive the completion, expiration or termination of this Agreement.

17. Attorney's Fees

If either party files suit to enforce this Agreement, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit.

18. Disputes

Differences between the **SSA** and the **Client,** arising under and by virtue of this Agreement, shall be brought to the attention of the **Client** at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due **SSA** shall be decided by the **Client's** representative or designee. All rulings, orders, instructions and decisions of the **Client's** representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to Choice of Law, Jurisdiction and Venue.

19. Choice of Law, Jurisdiction and Venue

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

20. Severability

If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision. Should the **Client** determine that the severed portions substantially alter this Agreement so that the original intent and purpose of the Agreement no longer exists, the **Client** may, in its sole discretion, terminate this Agreement.

21. Insurance

Without limiting the **SSA's** indemnification of **Client**, and prior to commencement of this Agreement, **SSA** shall obtain, provide and maintain during the term of this Agreement, policies or insurance of the type and amounts described below and in a form satisfactory to the **Client.**

A) General Liability Insurance. **SSA** shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket Agreement Dual liability.

B) Workers' Compensation Insurance. **SSA** shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

C) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against **Client**, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow **SSA** or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. **SSA** hereby waives its own right of recovery against **Client**, and shall require similar written express waivers and insurance clauses from each of its sub-contractors. The **SSA** must name the **Client** as an additional insured. The **SSA** agrees that its liability insurance shall be primary and non-contributory to the **Client's** and that **SSA's** liability insurance policy shall so state.

22. Assignment and Delegation

Neither the **SSA** nor **Client** may assign its rights nor delegate its duties under this Agreement without written permission from the other party.

23. Exclusive Agreement
This is the entire Agreement between the individual **SSA** and **Client.**

SPILLMAN SYSTEMS ADMINISTRATOR

Patty Marsden 12/4/15

Patty Marsden Date

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Steve Rogers, Chairman

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

PROFESSIONAL SERVICES AGREEMENT
APPENDIX A

Title:	Spillman Systems Administrator (SSA)
Reports To:	Chief Deputy, Stephanie Fritts
Reporting Mechanism:	Detailed billing outlining services provided will be submitted monthly.

Primary Responsibilities:

1. Maintains excellent communication with Pacific County Spillman Users Group. The SSA must keep users aware of events affecting the system and policies concerning its use. To accomplish this, the SSA must demonstrate effective verbal and written communications skills in order to issue written memos, send electronic memos, hold meetings with users, provide training and make presentations to various groups as necessary. Additionally, the SSA must be willing to be accessible to Pacific County Spillman users at all times in order to fix problems of an emergent nature that may occur at any hour of the day or night.

2. Maintains Spillman System Security
The SSA responsibilities include adding, modifying and deleting users in both UNIX and Spillman according to procedure and in a timely manner, at a minimum of weekly. The SSA is also responsible for adjusting user privileges, configuring login parameters and tailoring users' login scripts as necessary, in coordination with Pacific County Information Services.

3. Maintaining Spillman Application Parameters
The SSA is responsible for maintaining Spillman application parameters, which provide the flexibility that allows the Client to customize many areas of Spillman.

4. Maintain Code Tables
Code tables are used throughout the Spillman software to validate and categorize data. This facilitates data entry and allows for the powerful searching/reporting capabilities of the Spillman software. The SSA must be familiar with all codes and code tables used by the Spillman modules. The SSA must maintain the tables in accordance with Spillman specifications and programs requirements as well as the needs of Client user agencies, ensuring that no codes are added or modified which would benefit one agency while adversely affecting another user agency as determined by the Pacific County Communications Agency Operations Board.

5. Maintains Geobase Information
Acts as a liaison with Pacific County MSAG Coordinator and GIS Department to keep addressing system current. Completes mapping and response plans and keeps the Spillman data base current, working with other agencies as needed. The SSA must maintain CAD Geobase module accurately in order to be used effectively. The SSA must be properly trained in Spillman and ESRI GIS mapping software at his/her own expense in order to proficiently coordinate with Pacific County GIS personnel to upload mapping updates into the software system. The SSA must effectively coordinate with the Pacific County GIS Department. Failure to maintain proficiency as demonstrated through coordination with Pacific County GIS is grounds for termination of the Agreement.

6. Ensure that Data Is Audited.
The SSA must implement an effective written plan to audit data. The Audit Plan must be submitted to the Pacific County Communications Operations Board for approval. Auditing helps identify duplicate data and data that is entered incorrectly or does not conform to standards.

7. Maintain a System Log on the Spillman Server
The SSA responsibilities include maintaining a detailed log documenting backups performed, changes in configurations, software installations, problems encountered and how they were corrected, communications with Spillman Customer Support, etc.

8. Protect Super User Access
The SSA must protect Super User and Root logins and passwords from unauthorized use. A record of Root and Super User login activity will be provided to the Client on a monthly basis.

9. Define Data Entry Standards
Ensuring that Spillman Data Entry Standards are followed is an important responsibility of the SSA. To use the full power of the Spillman Software, all users must enter data consistently. The SSA will periodically review various areas of Spillman in order to identify problematic areas of the system and schedule training for county staff and/or user agencies as necessary to correct the problem(s) at no additional cost to the Client or user agency. Training schedules will be coordinated with the Pacific County Communications Operations Board.

10. Provide First Level Support
The SSA will attempt to solve all problems before reporting them to Spillman Customer Support by using manuals and troubleshooting guidelines. The SSA must have familiarity with all Spillman manuals and resources as well as basic knowledge of all areas of Pacific County's Spillman system.

11. Contact
The SSA will act as the main contact point, not only with Spillman Users, but also with all outside groups, vendors, agencies, etc. for handling Spillman-related inquiries, assistance requests, sales pitches, etc. The SSA will be the sole contact with Spillman in all situations. Problems reported by more than one person cause confusion and will ultimately lessen the effectiveness of Customer Support in solving problems. Spillman Technologies REQUIRES that at least one administrator be designated as the SSA - the primary point of contact with Spillman. The Client will not contact Spillman directly without first coordinating contact and concerns through the SSA. This is done to avoid redundant communications with Spillman Customer Support.

12. Training
The SSA shall attend as much Spillman training as possible, in order to better assist Pacific County's Spillman users when they have questions or problems. The SSA shall coordinate all user training and provide as much of the training possible his/herself in order to save Pacific County's Spillman users time and money. It is the responsibility of the SSA to see that all employees using the Spillman systems have been properly trained. The SSA shall implement an ongoing training plan to train new employees and refresher courses for employees who have already been trained.

The SSA shall ensure that Spillman Users Guides have been distributed to appropriate personnel. This helps relieve the SSA of dealing with the problems or questions already explained in the manuals.

13. Maintains the Training Database
The database is an important tool in training and shall be maintained accurately by the SSA.

14. Module Set Up and Activation
The SSA will set up and load the appropriate code tables, assign privileges and ensure the necessary training occurs for a successful implementation of any new modules.

15. Shared Agencies
The SSA will work with the Client to bring on shared agencies. This will include but not be limited to working with the agencies involved, setting up sypriv tables, as well as agency and non-agency partitioning.

16. Fire District Tiered Response
The SSA will work with the fire districts to set up the appropriate tiered response plans.

17. Review of Existing Spillman system setup
The SSA will review the existing code tables, parameters and overall setup, and make recommendations as to changes that would increase the efficiency of the system. Once the changes are approved by the **Client,** those requiring a modification to the software tables will be completed by the SSA.

18. Activate ACCESS Query capabilities in Mobile.

19. Administer the current Jail Software program as well as ensure a smooth transition to the new upgrade, to include all related setup issues.

20. Policies and Procedures
Although the Spillman Software is very powerful and flexible, there will always be additional features that some users would like to see added. Spillman Technologies will try to fulfill those requests whenever possible. However, some requested changes are neither feasible nor advantageous to the majority of Spillman Users. In these situations, the Agency many need to change their procedures to comply with the requirements of the Spillman software. The SSA will act as a liaison between Spillman and the user agencies when special requests have been made.

    Maintains familiarity with the Standard Operating Procedures and appropriate manuals that provide thorough knowledge of Pacific County Communications Center operations and procedures.

21. Authority
The SSA, with approval of the Pacific County Communications Center Chief Deputy, will set policy and procedures for Spillman applications use.