E911 GIS 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 **Melissa Liebert, dba Liebert 's Guide Service,** 87722 Lewis & Clark Rd, Astoria, OR 97103 hereinafter; **Pacific County E911 GIS Consultant,** or **"Consultant".**

1. Services to be Performed
   Consultant 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 **Consultant** as described in Appendix A, **Client** agrees to pay the **Consultant** as negotiated, an hourly rate of $30.00 with a maximum total payment of $22,000.00, including sales tax.

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

5. Expenses/Travel
   The **Consultant** 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 any WA State E911 Advisory or Subcommittee meeting that are currently paid for by the State of Washington. Any travel for which reimbursement is expected shall have prior written approval by the **Client.**

6. Materials
   The **Consultant** 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 **Consultant** data 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 to the **Consultant** by the **Client** will be returned to the **Client** within 30 days of termination of the Agreement.

8. Public Disclosure
   This Agreement and all public records associated with this Agreement shall be available from the **Consultant** 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 **Consultant** are needed for the **Client** to respond to a request under the Act, as determined by the **Client,** the **Consultant** agrees to make them promptly available to the **Client**. If the **Consultant** 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 **Consultant** 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 **Consultant** 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 **Consultant** (a) of the request and (b) of the date that such information will be released to the requester unless the **Consultant** obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the **Consultant** 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 **Consultant** to claim any exemption from disclosure under the Act. The **Client** shall not be liable to the **Consultant** for releasing records not clearly identified by the **Consultant** as confidential or proprietary. The **Client** shall not be liable to the **Consultant** 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 **Consultant** directly. The **Consultant** agrees to notify **Client** within one (1) business day of any request for public records that include those supplied by **Client**, 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 **Consultant** agrees to indemnify and hold harmless the **Client** from any third-party claims concerning public document requests and fulfillment that arise from **Consultant's** reckless or negligent release or nonrelease of records.

9. 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.

10. Termination for Cause/Suspension
In the event that the **Client** determines that the **Consultant** failed to comply with any term or condition of this Agreement, the **Client** may terminate the Agreement in whole or in part upon written notice to the **Client**. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the **Client** upon written notice may allow the **Consultant** a specific period of time in which to correct the non-compliance. During the corrective-action time period, the **Client** may suspend further payment to the **Consultant** in whole or in part, or may restrict the **Consultant's** right to perform duties under this Agreement. Failure by the **Consultant** to take timely corrective action shall allow the **Client** to terminate the Agreement upon written notice to the **Consultant**.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the **Client** determines that the **Consultant** did not fail to comply with the terms of the Agreement when the **Client** determines the failure was not caused by the **Consultant's** actions or negligence.

If the Agreement is terminated for cause, the **Consultant** shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).

11. Termination for Convenience
Either Party may terminate this Agreement for Convenience upon thirty (30) business days' written notice to the other party, the calculation of such period beginning on the second day after mailing. If this Agreement is terminated for convenience, the **Client** shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

12. Independent GIS **Consultant**
The **Consultant** 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 **Consultant** hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that the **Consultant** is an employee of the **Client**.

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

- The **Consultant** 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 **Consultant** shall perform the services required by this Agreement, except that with prior written approval by the **Client** the **Consultant** may sub-contract at her own expense.
- At **Client's** discretion, **Client's** employees may assist the **Consultant** with matters requiring data collection or other local coordination or assistance.
- The **Consultant** 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 **Consultant** without the expressed permission of the **Client**.

14. Local, State and Federal Taxes
The **Consultant** 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 **Consultant's** payments or make FICA payments on **Consultant's** behalf.
- Withhold state or federal income tax from **Consultant's** payments.
- Make any unemployment compensation contributions on **Consultant's** behalf.

15. Notices

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

- Pacific County E911 GIS **Consultant**:
  Melissa Liebert
  87722 Lewis & Clark Rd
  Astoria, OR, 97103
  melissa.liebert@gmail.com

- **Client**:
  Pacific County Communications
  300 Memorial Avenue/P O Box 27
  South Bend, WA 98586
  Attn: Tim Martindale
  Work: 360-875-9340
  Email: tmartindale@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 **Consultant** 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 **Consultant**, its employees, agents or volunteers or **Consultant'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 **Consultant's** or its sub-contractors use of, presence upon or proximity to the property of the **Client.** This indemnification obligation of the **Consultant** 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 **Consultant** 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 **Consultant** hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the **Consultant** are a material inducement to **Client** to enter into the Agreement, are reflected in the **Consultant's** compensation, and have been mutually negotiated by the parties.

Survival of **Consultant's** Indemnity Obligations. The **Consultant** agrees all **Consultant'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 **Consultant** 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 **Consultant** 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 **Consultant's** indemnification of **Client**, and prior to commencement of this Agreement, **Consultant** 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. **Consultant** 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. **Consultant** 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 **Consultant** or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. **Consultant** 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 **Consultant** must name the **Client** as an additional insured. The **Consultant** agrees that its liability insurance shall be primary and non-contributory to the **Client's** and that **Consultant's** liability insurance policy shall so state.

D) Professional Liability (Errors & Omissions) Insurance. **Consultant** shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract .

22. Assignment and Delegation
Neither the **Consultant** nor **Client** may assign its rights nor delegate its duties under this Agreement without written permission from the other party.

23. Exclusive Agreement
This document, including Appendix A, is the entire Agreement between the individual **Consultant** and **Client. There shall be no modification unless it is in writing and approved by both parties.**

Pacific County E911 GIS Consultant	BOARD OF COUNTY COMMISSIONERS PACIFIC COUNTY, WASHINGTON
_____	_____
Melissa Liebert Date	Frank Wolfe, Chairman
ATTEST:	_____
	Lisa Ayers, Commissioner
_____	_____
Marie Guernsey Date Clerk of the Board	Steve Rogers, Commissioner

PROFESSIONAL SERVICES AGREEMENT
APPENDIX A

Title:	Pacific County E911 GIS **Consultant (Consultant)**
Reports To:	Tim Martindale
Reporting Mechanism:	Detailed billing outlining services provided will be submitted monthly.

Primary Responsibilities:

1. Maintains excellent communication with Pacific County Communications Director and other involved parties such as Pacific County Department of Public Works. The **Consultant** must keep users aware of events affecting the system and policies concerning its use. To accomplish this, the **Consultant** 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 **Consultant** must be willing to be accessible to Pacific County E911 Director at all times in order to fix problems of an emergent nature that may occur at any hour of the day or night.

2. The **Consultant** will provide professional services to Pacific County Communications to: 1) Identify the presence or absence of the Washington State required, recommended and optional GIS data layers, 2) identify the mandatory data fields in each layer, 3) identify the conditional data fields in each layer, 4) identify the optional data fields in each layer, 5) identify the gaps and overlaps in each polygon layer, 6) develop a task list to bring existing data up to the Washington State recommendations, 7) develop a Washington State NG911 compliant data layer, 9) identify possible training needs for the creation and maintenance of GIS layers and 10) identify possible assistance the county may need in the creation and maintenance of this data. Further, the updated street centerline and address point files must be completed by February 13, 2017 with a 98% match rate. The **Consultant** will provide final data in standard GIS (ESRI) format and assist with conversion to a format compatible with Spillman CAD mapping through the Spillman Geo-Validation process.

3. Pacific County prefers a phased approach to the project. While the exact steps that comprise each phase are subject to discussion between the **Consultant** and Pacific County Communications, the phases will consist of the following:

    - Data Assessment
    - Data Creation, upgrading and clean-up
    - GIS Data Maintenance

4. Data Assessment
   The **Consultant** will perform an assessment of the county's existing GIS data for NG911 and compliance with the Washington State NG911 Data Model Standard, i.e. perform GAP Analysis and Road Centerline to MSAG match rate, thereby identifying needed work and elements of data.

    1. Data Assessment to include as a minimum:
        (i) Assess the GIS layers for general data standardization between each of the respective layers

(ii) Review the GIS data layers for data standardization compatibility with published Washington Standards for NG9-1-1 GIS data model standards
(iii) Assess the data attribution quality for Street Centerline layer, Address Points Layer, Emergency Service Zone Boundary Layers
(iv) Assess the MSAG and ALI databases
(v) Prepare data assessment report
(vi) Develop data enhancement plan

5. Data Creation/Enhancement
The **Consultant** must be trained in 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 systems. The **Consultant** will create/upgrade/clean-up data, including street centerline, address point, and the Washington State required polygon data layers. The updated street centerline and address point files must be at 75% or better accuracy by December 30, 2016 in order to meet project requirements. Failure to maintain proficiency as demonstrated through coordination with Pacific County GIS is grounds for termination of the Agreement.

1. Data enhancement to include at a minimum:

(i) Enhance the data accuracy and completeness of the GIS and MSAG databases to be maintained by PACCOM
(ii) Implement effective quality assurance and quality control procedures to ensure consistent and reliable database synchronization and verification.
(iii) Process existing backlog of changes to GIS and MSAG databases
(iv) Conduct field work if pre-approved by the PACCOM Project Manager
(v) Perform synchronization of the GIS database layers, including street centerline and address point files, with the MSAG and the ALI databases.
(vi) Correct and update the street centerline file, address point file, service boundary layers, and MSAG data to comply with Washington NG9-1-1 GIS standards
(vii) Ensure that the data are compatible with and meets the requirements of the Spillman public safety software application
(viii) Ensure that service boundaries are snapped to the road centerline file
(ix) Coordination with the telephone company/database provider as necessary to synchronize MSAG/ALI/GIS databases, test data transfer solutions and update the ALI/MSAG databases
(x) Complete the updated street centerline and address point files as soon as possible, but no later than February 13, 2017.
(xi) When synchronization of ALI and MSAG is complete, **Consultant** must be able to show a validation of 98% or better accuracy when GIS database is compared to the corrected MSAG database. Pursuant to industry standards, the Consultant shall deliver a countywide MSAG and GIS address database that correctly matches a minimum 98% of the ALI database.

6. Data Maintenance
The **Consultant** will act as a liaison with Pacific County MSAG Coordinator and GIS Department to keep the addressing system current. The **Consultant** must implement an effective written Workflow Plan in order to maintain data and process corrections. The **Consultant** may complete response plans and assist in keeping the Spillman data base current, working with other agencies as needed. The Workflow must be submitted to the

Pacific County Communications Operations Board for approval. Establishing an accepted workflow will identify duplicate data and data that are entered incorrectly or does not conform to standards.

1. Delivery of Data and Maintenance Plan Options

    (i) On December 30, 2016, deliver 75% accurate MSAG and ALI synchronized GIS map layers to the E911 Office for review. Following that review, a decision will be made as to future deliveries of layers. ALI database datum will be supplied to the **Consultant** on a quarterly basis. The desired map data file format will be determined in consultation with the PACCOM, Spillman and the Pacific County Department of Public Works.

    (ii) February 13, 2017 deliver 98% accurate MSAG and 75% accurate ALI synchronized enhanced GIS layers and associated documentation and MSAG and ALI databases to the E911 Office for a final review at the conclusion of the project. Updated MSAG and ALI databases will be delivered noting all deletions, additions or modifications made.

    (iii) Complete the updated street centerline and address point files as soon as possible, but no later than February 13, 2017.

    (iv) Prepare a cost- and resource-appropriate integration and maintenance plan for PACCOM, outlining methodology using applicable NENA standards, to keep the GIS, MSAG, and ALI databases in synch, accurate and complete, as changes and updates occur.

    (v) Provide training, as appropriate

    (vi) The **Consultant** shall perform onsite training at the conclusion of the project as appropriate. Training material will include written procedures describing step by step methods for maintaining the GIS map layers and the MSAG.

7. Final Delivery/Report

    1. Final Draft and Report

        (i) **Consultant** will develop and deliver a draft Final Project Report to the E911 Office for review and comments.

        (ii) The **Consultant** shall then correct any deficiencies in the report and resubmit the report.

8. Define Data Entry Standards
   The **Consultant** will ensure that data follows the Washington State NG911 Data Model Standard. In order to use the full power of mapping and the Spillman Software, all users must enter data consistently. The **Consultant** will review WA State required data layers in order to identify problematic areas, and take appropriate steps to ensure development of Pacific County data to the Washington State NG911 Data Model Standard

9. Contact
   The **Consultant** will act as the main contact point, not only with Pacific County Communications, but also with all outside groups, vendors, agencies, etc. for handling GIS-related inquiries, assistance requests, etc. during the term of the agreement.

10. Policies and Procedures
    Although the GIS software is very powerful and flexible, there will always be additional features that some users would like to see added. Some requested changes are neither feasible nor advantageous to the majority of GIS users. In these situations, the **Client** many need to change their procedures. The **Consultant** will act as a liaison between user agencies when special requests have been made.

11. The **Consultant** will maintain familiarity with the Standard Operating Procedures and appropriate manuals that provide knowledge of Pacific County Communications Center operations and procedures as such applies to GIS data.

12. Authority
    The **Consultant**, with approval of the Pacific County Communications Center Chief Deputy, will set policy and procedures for management of GIS data and applications.