

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
FROM: Frank Gifford, Central Services Director *FG*
DATE: November 4, 2013
RE: Professional Services Agreement – King County GIS Center

STATEMENT OF ISSUE:

The Professional Services Agreement will allow the King County GIS Center to perform a GIS needs assessment to aid in developing a GIS strategic plan aimed at enhancing efficiencies and service.

ANALYSIS:

Entering into the Agreement will provide the County with information needed to identify and plan for future GIS services and provide business continuity.

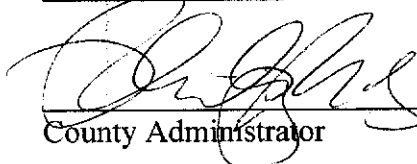
FISCAL IMPACT:

Cost is within the current Information Services Budget.

RECOMMENDATION:

Approve and sign the Professional Services Agreement with King County GIS Center for performing a Jefferson County GIS needs assessment.

REVIEWED BY:


County Administrator

10/30/13
Date

**PROFESSIONAL SERVICES AGREEMENT FOR
GIS NEEDS ASSESSMENT**

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "the County", and King County GIS Center, hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the County to perform a GIS Needs Assessment and Strategic Planning.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor.
3. Time for Performance. Work under this contract shall commence upon the giving of written notice by the County to the Consultant to proceed. Consultant shall perform all services and provide all work product required pursuant to this agreement by January 31, 2014.
4. Payment. The Consultant shall be paid by the County for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$11,719.68 without express written modification of the agreement signed by the County.
 - b. The consultant may submit invoices to the County once per month during the progress of the work for partial payment for project completed to date, up to 80% of total project costs. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work under this agreement and its acceptance by the County.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of three (3) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this agreement shall be the property of the County whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.

PROFESSIONAL SERVICES AGREEMENT

6. Compliance with laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.
7. Indemnification. Each Party shall, at its sole expense, indemnify, defend, save, and hold harmless the other Party, its officers, directors, agents, members, and employees from all actual or potential claims or losses, including costs and attorneys' fees at trial and on appeal, and damages or claims for damages to property or persons, suffered by anyone whomsoever to the extent caused by any negligent or willful act of or omission of the indemnifying Party, excluding damages caused by the negligence of the indemnified Party, its officers, directors, agents, or employees.

This indemnification includes, without limitation, any liability for injury to the person or property of either Party, its agents, officers, employees or invitees. Both Parties specifically waive any immunity provided by Title 51 RCW, Washington's Industrial Insurance Act. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance. The parties to this Contract affirm they are self-insured with respect to any claim, lawsuit or action for damages arising from injury sustained by a third party as a result of the negligent act(s) or omission(s) of a party to this Contract or its officers, officials or employees. The parties to this Contract further affirm that they are self-insured with a coverage limit of not less than \$1 million per occurrence, \$2 million aggregate for claims by third parties. In particular, Jefferson County participates in the Washington Counties Risk Pool, whose Joint Self-Insurance Liability Policy provides coverage to the County in the amount of \$20 million for covered occurrences in which an injured third party seeks money damages.
9. Independent Contractor. The Consultant and the County agree that the Consultant is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
10. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

12. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the County.
13. Non-Waiver. Waiver by the County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
14. Termination.
- a. The County reserves the right to terminate this agreement at any time by giving ten (10) days written notice to the Consultant.
 - b. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this agreement between surviving members of the Consultant and the County, if the County so chooses.
15. Notices. Notices to the County of Jefferson shall be sent to the following address:
Doug Noltemeier
Jefferson County Central Services
P.O. Box 1220
1820 Jefferson Street
Port Townsend, WA 98368
- Notices to Consultant shall be sent to the following address:
Dennis R. Higgins Jr., GISP
Client Services Manager
King County GIS Center
KSC-NR-0706
201 South Jackson Street, Suite 706
Seattle, Washington 98104-3855
16. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both County and Consultant.

DATED this _____ day of _____, 201_____.

SIGNATURE PAGE

DATED this _____ day of _____, 201_____.

Consultant

County of Jefferson
Board of Commissioners

(Please print)

(Signature)

John Austin, Chair

Date

Phil Johnson, Member

David W. Sullivan, Member

ATTEST

Carolyn Avery
Deputy Clerk of the Board

Approved as to form only:

David Alvarez 10/24/2013

Date
David Alvarez
Deputy Prosecuting Attorney

EXHIBIT A

TASK AND COST SHEET

Jefferson County Enterprise GIS Upgrade Phase 1 - GIS Needs Assessment and Strategic Planning

Task	GIS Consultant	GIS Specialist	Total Hours	Total Cost per Task
1. High Level Assessment of Existing GIS Products and Services and Identification of Potential GIS products and services				
1.1 Interviews with key staff - 3 person team up to 8 scheduled interviews	24.00	0.00	24.00	\$3,168
1.2 Document business process and IT infrastructure	0.00	28.00	28.00	\$3,360
2. GIS Visioning				
2.1 Vision Statement	14.00	0.00	14.00	\$1,848
2.2 Strategic Plan	14.00	0.00	14.00	\$1,848
2.3 Executive Summary	4.00	0.00	4.00	\$528
Total Hours	56.00	28.00	84.00	
Hourly Billing Rate	\$132	\$120		
Subtotal	\$7,392.00	\$3,360.00	\$10,752.00	\$10,752.00
Total inc. 9% Sales Tax	\$8,057.28	\$3,662.40	\$11,719.68	\$11,719.68
All reimbursables are covered in the above rate				

PROFESSIONAL SERVICES AGREEMENT