

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between PACIFIC COUNTY, a political subdivision of the State of Washington, hereinafter called "COUNTY", and Steve Reinke, DBA Reinke and Associates, a Washington Company located at 611 West 11th Avenue, Ellensburg, Washington, hereinafter called "CONTRACTOR".

This Agreement is comprised of:

- Attachment A – Scope of Work
- Attachment B – Compensation
- Attachment C – General Conditions

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 22nd day of August, 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 21st day of August, 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 22nd day of August 2023.

FOR COUNTY

FOR CONTRACTOR:

Lisa R. Olsen, Chair
Board of Pacific County Commissioners



Steve Reinke DBA Reinke and Associates
Principal Consultant

ATTEST

Amanda Bennett
Clerk of the Board

Date

SCOPE OF WORK

The CONTRACTOR to complete professional services work on behalf of the COUNTY as follows:

Phase 1 - Mobilization / Collect Background Information / On-Site Research

Confer with the County Administrator and staff to establish meeting dates and times for two to four sessions of up to three hours each. Sessions can be as little as two weeks apart to maintain momentum.

County staff will invite stakeholders to meetings, including the PACCOM Administrative Board; PACCOM and County officials and staff members; and other customer agency elected officials or administrators whose presence may help the process.

Work with County staff for logistical and administrative support including the selection of a suitable venue; provisioning display technology, whiteboards and/or easels and pads; confirming attendance; minute taking; etc.

Steve Reinke will travel to the area to spend two to three days on-site prior to the first meeting to observe PACCOM operations and interview staff, including line employees and select PACCOM stakeholders. Information will be gathered about the organization, its current governance, budget and funding as well as administrative, operational and training policies and procedures.

Phase 2 – Stakeholder Meetings

The first part of session one will establish a foundation centered on the following topics:

- The role of an Emergency Communications Center (ECC) in public safety including, but not limited to, industry trends, current and emerging technology, national performance standards, best practices, limitations, liability issues, etc.
- Findings from pre-meeting research, interviews and observations.

The balance of session one and the following one to three sessions will explore different organizational structures and their specific components. This dynamic, facilitated process will invite stakeholders to prioritize and balance what is required versus what is preferred. Trade-offs may be necessary as the group considers the pros, cons, costs, and impacts of its preferences.

Considerations will include the level of influence stakeholders will have regarding PACCOM's leadership, governance, administration, budget and finance, operational policies, legal services, financial services, information technology, technical system and facilities maintenance, insurance, record keeping, public disclosure and media and public relations. Discussions will include the estimated cost of any changes as and an expected timeline.

Post-Session Summary and Research

After each session, a meeting summary will be prepared which recaps the discussions. The recap will be distributed before the next session, where it will be reviewed and corrected if necessary. Between sessions, research will also be conducted to address questions, concerns and issues that arise for which answers are necessary for stakeholders to make decisions and continue forward.

Phase 3 – Governance Agreement Development

The output from stakeholder meetings will be used to develop a draft governance agreement which will include as a minimum; the governance structure; the legal authority for the agreement; member, committee and sub-committee roles, duties and responsibilities; liability allocation and indemnification language; financial responsibilities; property and equipment ownership; public disclosure compliance; duration and termination; withdrawal provisions and notice requirements; an amendment process; severability; venue; and other sections required by law and/or best practices.

Initial drafts will require review and comment from legal counsel, key County staff members, agency leaders and policy makers. It will be important to obtain feedback, especially from counsel, prior to the release of final drafts to all stakeholders, the media and the public.

To maintain flexibility, the governance agreement parties may delegate some or all of their decision-making authority to advisory boards, groups or sub-committees. If necessary, R&A will develop by-laws to detail any such group's authority, duties and responsibilities.

Estimating a fixed cost for Phase 3 is not possible because of the level of complexity due to unknown variations. That said, the maximum amount of time expected to develop an agreement and any relevant by-laws is estimated to be no more than 60 hours. In addition, it is possible up to four follow-up meetings may be necessary with key officials and/or the PACCOM Administrative Board to assist with change management and finalize the process.

In the event the CONTRACTOR, or its agents or assigns, are unable to complete their work as scheduled, the contract period and compensation may be adjusted by mutual agreement of the COUNTY and the CONTRACTOR.

COMPENSATION

FEE FOR SERVICES: For services rendered, the COUNTY shall pay to the CONTRACTOR:

Phase 1 Fixed Cost – \$5,800. Invoiced upon receipt of a purchase order or notice to proceed. Includes all hours, travel, mileage and per diem costs.

Phase 2 Fixed Cost per Session – \$2,600 per session, up to \$10,400 total. Up to four sessions may be necessary. Includes all hours, travel time, mileage and per diem costs. Invoiced after each session summary is distributed.

Phase 3 Variable Cost – Up to \$12,000 for up to 60 hours at \$200 per hour and \$2,400 for up to four (4) trips at \$600 per trip, which includes all travel time, mileage and per diem costs. On-site meetings will only occur with prior approval from the County Administrator. Invoiced monthly on a per hour basis for actual time spent plus any trip charges.

Payments for completed phases and/or tasks shall be made at the completion of a specific phase or sub-phase of the Scope of Work but no more frequently than monthly. Each request for payment shall be supported by an invoice specifying the phase and or task(s) completed and the payment amount requested.

In no event shall CONTRACTOR be compensated more than Twenty-Eight Thousand Two Hundred Dollars (\$28,200.00) for the completed work set forth in the Scope of Work detailed in Attachment A.

OPTIONAL ADDITIONAL SERVICES

If additional services are requested in writing by the COUNTY and agreed to by the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR at the rate of Two Hundred Dollars (\$200.00) per hour.

Should the additional services require travel to Pacific County and said travel is approved by the County Administrator, CONTRACTOR shall invoice the COUNTY for a flat rate trip charge of Six Hundred Dollars (\$600.00).

If additional services requested by the COUNTY will cause the CONTRACTOR's maximum compensation to exceed the maximum amount noted above, the COUNTY and the CONTRACTOR will negotiate an amendment to this Agreement that specifies the Scope of Work and Compensation for said additional services.

GENERAL CONDITIONS**A. PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from the COUNTY 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 CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the CONTRACTOR relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

B. OWNERSHIP

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the CONTRACTOR or the CONTRACTOR's subcontractors or consultants for delivery to the COUNTY under this Agreement shall be the joint property of the COUNTY and the CONTRACTOR. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the COUNTY and the CONTRACTOR at the time of its creation. Ownership of the intellectual property includes

the right to copyright, patent, and register, and the ability to transfer these rights. Material which the CONTRACTOR uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the COUNTY is owned by the CONTRACTOR and is not “work made for hire” within the terms of this Agreement.

C. INDEMNIFICATION/HOLD HARMLESS

1. Indemnification by Contractor. To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold the COUNTY 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. The indemnity includes but is not limited to: 1) liability arising in whole or in part by any action or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR’s subcontractors and their employees, agents or volunteers; or 2) liability directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) liability based upon the CONTRACTOR’S or its subcontractors’ use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the CONTRACTOR 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 CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR’s compensation, and have been mutually negotiated by the parties.
2. Participation County – No Waiver. The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR’s indemnity obligations under the Contract.
3. Survival of Contractor’s Indemnity Obligations. The CONTRACTOR agrees all CONTRACTORS’s indemnity obligations shall survive the completion, expiration or termination of this Contract.

D. INSURANCE

Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

1. Professional Liability (Errors & Omissions) Insurance. CONTRACTOR 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.
2. Workers' Compensation Insurance. If required by law, CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
 - a. If required by law, CONTRACTOR shall submit to COUNTY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of COUNTY, its officers, agents, employees and volunteers.
3. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
4. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
 - a. The CONTRACTOR shall provide the COUNTY with properly executed certificate of insurance and provide a policy endorsement naming the COUNTY as an additional insured. CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.

E. ATTORNEY'S FEES/COST OF SUIT AND VENUE

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

1. Disputes. Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY 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 CONTRACTOR shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to Choice of Law, Jurisdiction and Venue.
2. Choice of Law, Jurisdiction and Venue. This Contract 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 Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
 - a. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.
3. Severability. If a court of competent jurisdiction holds any part, term or provision of this Contract 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 Contract did not contain the particular provision held to be invalid.
 - a. If any provision of this Contract 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.
 - b. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.