

CITY OF FIFE PROFESSIONAL SERVICES AGREEMENT

1. **Parties and Date.** THIS Agreement is made effective as of the 16th day of May, 2013, by and between CITY OF FIFE, WASHINGTON ("City") and Gaylynn Brien ("Consultant").

2. **General Purpose and Intent.**

Sales tax data conversion and maintenance of the Access Sales Tax Data Base.

3. **Services by Consultant.** Consultant shall perform the services described in the Services Provided clause in the proposal letter attached hereto as Exhibit "A" (the "Scope of Work"). The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

4. **Schedule of Work.** Consultant shall perform the services described in the Scope of Work in accordance with the Time of Performance clause in Exhibit A.

5. **Compensation.** Compensation for the services described in the Scope of Work shall be as set forth in the Payment clause in Exhibit A.

6. **Coordination of Contract Documents.** This Agreement consists of this professional services agreement form and Exhibit A. If there is any inconsistency between this professional services agreement form and any of the Exhibits, the professional services agreement form shall take precedence.

7. **Payment.**

A. Consultant shall provide monthly invoices in the format acceptable to the City for work performed on a monthly basis

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

8. **Discrimination and Compliance with Laws.**

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.



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B. Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Consultant shall obtain a City of Fife business license pursuant to the provisions of Chapter 5.01 FMC prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 8 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

9. Term and Termination of Agreement. This Agreement may be terminated by either party upon 30 days written notice.

10. Standard of Care. Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

11. Ownership of Work Product. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 9 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City. City agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to indemnify and hold Consultant harmless therefore.

12. Indemnification/Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Insurance. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.



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A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

C. Other Insurance Provisions

The Consultant's Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure



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or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

14. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the City's sole discretion.

15. Independent Contractor. Consultant is and shall be at all times during the term of this Agreement an independent contractor.

16. Notice

A. Any notice or communication required by this Agreement must be in writing, and may be given either personally, electronically with evidence of receipt, by express delivery service, or by registered or certified mail, return receipt requested. If given personally, by express delivery service, or by registered or certified mail, such notice or communication shall be deemed to have been given and received upon actual receipt. If delivery is made electronically, either by e-mail or facsimile transmission, a notice shall be deemed to have been given when delivered to the person to whom it is addressed, and there is electronic confirmation that it was received. Such notices or communications shall be given to the Parties at their addresses set forth below:

David K. Zabell
City Manager
5411 23rd Street East
Fife, WA 98424

Phone: 253 922-2489
Fax: 253 922-5355

Email: dzabell@cityoffife.org

Gaylynn Brien, MBA, CMA
5304 NE 101st Circle
Vancouver, WA 98686

Phone: 360 574-8597
Cell: 360 521-5647
Email: gbrien1018@yahoo.com



B. Either party may change its contact information by sending its new contact information to the other party in the same manner as is provided for sending the other party notice under the provisions of paragraph 16.A.

17. Disputes. Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

18. Attorneys Fees. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys fees from the other party.

19. Extent of Agreement/Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.



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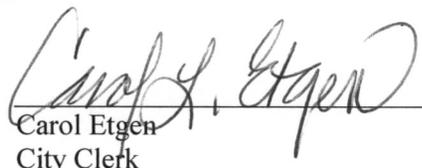
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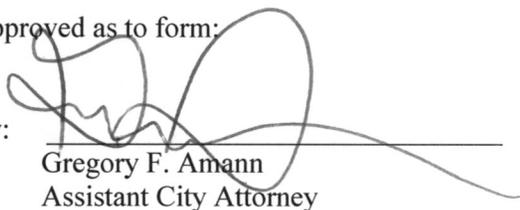
By: 
David Zabell
City Manager


Gaylynn Brien, MBA, CMA

Date: May 16, 2013

Date: June 7, 2013

Attest:
By: 
Carol Etgen
City Clerk

Approved as to form:
By: 
Gregory F. Amann
Assistant City Attorney


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Ms. Gaylynn Brien

DATA MANAGEMENT SERVICES

5304 NE 101st Circle
Vancouver, Wa 98686
(360) 574-8597

May 2, 2013

Mr. David DeGroot
Finance Director
City of Fife
5411 23rd Street East
Fife, WA 98424

Dear Mr. DeGroot:

This letter provides information on my offer. My offer is to provide professional services work for the City of Fife regarding sales data conversion and the maintenance of the Access Sales Tax Data Base.

1. **Services Provided.** These services would entail the converting, recalculating, and reformatting of transaction data received from the Department of Revenue, and associated with the City of Fife sales tax revenue, to a file acceptable for uploading to the Access Sales Tax Data Base. This would maintain your ability to run your retail sales tax financial reporting information. This would also include the design and creation of new reports if requested.
2. **Time of Performance.** I shall perform the above services and provide all work product required on a monthly basis, once the DOR data becomes available, which is usually during the third week of each month. The converted data will correspondingly be made available to the City of Fife.
3. **Payment.** I shall bill for services rendered at a cost of \$60.00 per month of data converted. The first month will entail a set-up fee and charge of \$120, which will include providing you with three months (Dec, Jan and Feb) of data – to get you caught up. All other costs associated with this work, such as travel, data processing, and phone will not be billed.
4. **Confidentiality.** I agree that all data and materials obtained will be kept confidential and have agreed to and signed the Department of Revenue Secrecy Clause Affidavit.

5. Acceptance. If this offer of services meets with your approval, please sign below and return a copy to me. An emailed copy is acceptable. Once received, I will also sign and return a copy of this letter to you.

6. Cancellation. This agreement may be cancelled by either party with 30 days advance notice.

If you have any questions about this offer, please do not hesitate to email or contact me.

I look forward to the opportunity to work with you.

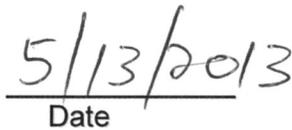
Sincerely,

Gaylynn Brien

Contact Information:
Gaylynn Brien, MBA, CMA
5304 NE 101st Circle
Vancouver, WA 98686
PH: (360) 574-8597
Cell: (360) 521-5647
Email: gbrien1018@yahoo.com



Signature
City of Fife, Washington



Date