

**SURFSIDE HOMEOWNERS ASSOCIATION  
PACIFIC COUNTY, WASHINGTON**

**RESOLUTION NO. 2012-10**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF SURFSIDE  
HOMEOWNERS ASSOCIATION, PACIFIC COUNTY, WASHINGTON,  
APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH  
CARTOMATION, INC.**

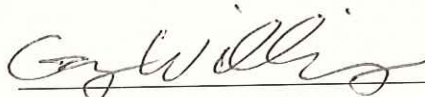
**WHEREAS**, Surfside Homeowners Association owns and operates a public water system that has volumes of spatial data on the water system stored in various and incompatible files; and


**WHEREAS**, Cartomation, Inc. has expertise in converting existing spatial data into GIS database applications; and

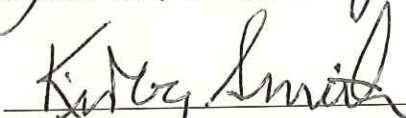
**WHEREAS**, the Board of Trustees desires to create a GIS database application; now, therefore

**BE IT RESOLVED** by the Board of Trustees of Surfside Homeowners Association that the attached Agreement for professional services with Cartomation, Inc. is adopted.

**ADOPTED** by the Board of Trustees of Surfside Homeowners Association, Pacific County, Washington, at its regular meeting held on the 18th day of August, 2012.

 9/15/12  
\_\_\_\_\_  
Gary Williams, President

  
\_\_\_\_\_  
James Flood, Vice President

  
\_\_\_\_\_  
Kirby Smith, Secretary

  
\_\_\_\_\_  
Chris Hanson, Treasurer

## PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT for Consultant services is between Surfside Homeowners Association ("Surfside") and Cartomation, Inc. ("Consultant").

1. Scope of Consultant Services. Consultant shall perform the services described in the scope of work attached as Attachment A. If specified in Attachment A, the services shall be performed pursuant to task orders issued by Surfside.

2. Compensation and Payment.

a. Surfside shall pay Consultant for the services as indicated below (check one):

- Fixed fee, including all services, costs, and taxes, in the amount of Fifteen Thousand dollars \$15,000; or
- Time and materials based on the rates described in Attachment B, not to exceed \$\_\_\_\_\_ ; or
- Other, in an amount not to exceed \$\_\_\_\_\_. See Attachment B.

b. Consultant shall submit an invoice for each deliverable as detailed in Attachment A. Surfside shall pay the invoices within thirty (30) days of receipt, except as to any disputed amounts.

3. Schedule of Work. Consultant shall commence services upon receipt of notice from Surfside to do so, and shall (check one):

- Complete the services by **December 31, 2012**; or
- Perform the services in accordance with the schedule on Attachment C.

4. Subcontractors. Consultant shall not subcontract or assign any portion of the services covered by this contract without prior written approval of Surfside.

5. Changes. Surfside may, from time to time, authorize in writing changes or modifications in the scope of services to be performed under this contract. The compensation for the changes or modifications, whether a decrease or increase, shall be on the same terms and conditions as stated previously in this contract, or pursuant to terms and conditions mutually agreed to by the parties. Surfside shall compensate Consultant only for services performed or costs incurred that are within the scope of services authorized by this contract, or any modifications to the contract in accordance with this section.

6. Insurance. Consultant shall maintain throughout the performance of this contract the following types and amounts of insurance:

- a. Comprehensive vehicle liability covering personal injury and property damage claims arising from the use of motor vehicles with combined single limits of One Million Dollars (\$1,000,000).
- b. Commercial General Liability Insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage.

Coverage shall include, but not be limited to: blanket contractual, products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

- c. Professional liability insurance (Errors and Omissions insurance) with limits no less than One Million Dollars (\$1,000,000).

The insurance policies shall: (1) state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) be primary to any insurance maintained by Surfside, except as respects losses attributable to the sole negligence of Surfside; and (3) shall state that Surfside will be given thirty (30) days prior written notice of any cancellation or suspension of or material change in coverage.

Surfside shall be named as an additional insured on the Commercial General Liability Insurance policy with regard to work and services performed by or on behalf of Consultant, and a copy of the endorsement naming Surfside as an additional insured shall be attached to the Certificate of Insurance.

Before commencing work and services, Consultant shall provide to Surfside a Certificate of Insurance evidencing the insurance described above. Surfside reserves the right to request and receive a certified copy of all required insurance policies.

The above insurance limits do not constitute a limit on Consultant's liability to Surfside. Any payment of deductible or self-insured retention shall be the sole responsibility of Consultant.

7. Indemnification. Consultant shall protect, defend, indemnify and save harmless Surfside, its officers, employees and agents from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or resulting from the acts, errors or omissions of Consultant, its officers, employees and agents in performing this Contract, except for injuries and damages caused by the sole negligence of Surfside.

8. Ownership and Use of Documents. All records, files, drawings, specifications, data, information, materials, reports, memoranda and other documents produced or prepared by Consultant in connection with the services rendered under this contract ("Documents"), whether finished or not, shall be the property of Surfside. Upon request, Consultant shall forward the Documents to Surfside in hard copy and in digital format that is compatible with Surfside's computer software programs. If Surfside uses the Documents for purposes other than those intended in this contract, without written permission of Consultant, Surfside shall do so at its sole risk.

9. Termination. This contract may be terminated by either party upon fifteen (15) days written notice if the other party fails to substantially perform in accordance with the contract.

10. Dispute Resolution.

a. Mediation. If any dispute, controversy, or claim arises out of or relates to this contract, the parties agree first to try to settle the dispute by non-binding mediation with the assistance of a recognized professional mediation service. The parties shall bear equally all expenses, exclusive of attorneys' fees, associated with the mediation.

b. Litigation. Thereafter, any dispute, controversy, or claim not resolved by mediation shall be resolved by litigation with venue in Pacific County. The laws of the State of Washington shall govern this contract.


11. Effective Date. The effective date of this contract shall be the date that the contract is signed by an authorized representative of Surfside.


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

13. Compliance with Laws. Consultant shall comply with all federal, state and local laws, ordinances, regulations, and rules applicable to the services to be performed under this contract.

SURFSIDE HOMEOWNERS ASSOCIATION

CARTOMATION, INC.

By:   
Typed Name: Laura Frazier  
Its: Business Manager

By:   
Typed Name: Mark Scott  
Its: President of Cartomation

Address: 31402 H Street  
Ocean Park, WA 98640

Address: PO Box 17  
Ocean Park, WA 98640

Telephone: 360.665.4171

Telephone: 360.607.0807

Fax: 360.665.6785

Fax: \_\_\_\_\_

Date: 9/27/12

Date: 9/27/12

ATTACHMENT "A"

**CARTOMATION, INC.**

UBI NUMBER 602-391-679  
P.O. Box 17  
Ocean Park, Washington 98640  
(360) 607-0807  
[ELVERO@HOTMAIL.COM](mailto:ELVERO@HOTMAIL.COM)

Mark Scott M.S. GISP  
Subject: Proposal for 2012 GIS services  
August 7, 2012  
Surfside Water GIS Project

With Surfside Water, spatial data exist because of internal creation and maintenance of those data in CAD format. Because these spatial data exist as CAD, access has been limited. Maintenance of those data has also been limited. Map printing and other modern atlases, inventory and analysis are not possible using those data. This data modernization project is intended to conform existing data to the contemporary needs of Surfside Water and modern computer software by doing the following:

- Inventorying GIS Data
- Formatting GIS Data to a GIS standard shapefile or geo-database
- Select methods to create new, maintain existing and expand spatial data
- Determine the purpose and content of GIS applications
- Enhancing core data to meet GIS requirements for use in GIS applications
- Publish the GIS applications for internal use

**Deliverables:**

Deliverable number one will be a GIS shapefile or geo-database with Surfside provided special data.

Deliverable number two will be the GIS application.

**Price to complete the above described work:**

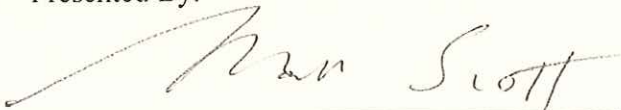
**Fifteen Thousand Dollars (\$15,000)**

**Payment Schedule:**

Upon delivery of deliverable number one - Seven Thousand Five Hundred Dollars (\$7,500)

Upon delivery of deliverable number two - Seven Thousand Five Hundred Dollars (\$7,500)

Presented By:



Mark Scott M.S. GISP

9/27/12

Date