

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MICHAEL BAKER INTERNATIONAL, Inc.**

This Agreement is entered into this \_\_\_\_\_ day of December, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Michael Baker International, Inc., hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the provision of a Geographic Information System (GIS) for Public Safety Communications.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services  
Exhibit B—Payments and Rates

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Four Hundred Twenty One Thousand and Six Hundred Fifty dollars (\$421,650) on a fixed price basis. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 8<sup>th</sup>, 2019, through December 31<sup>st</sup>, 2019.

**5. Termination**

This Agreement may be terminated by Contractor or by the Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

## **6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

## **7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

## **8. Hold Harmless**

### **a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor in the performance of any work of Contractor, or payments made pursuant to this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code provided however that, as set forth in Section 2782.8(a) of the California Civil Code. Contractor's duty to defend shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor in the performance of any work of Contractor, of payments made, pursuant to this Agreement.

#### **b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at

issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- |  |             |
|--|-------------|
| (a) Comprehensive General Liability... | \$1,000,000 |
| (b) Professional Liability.....        | \$1,000,000 |

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

#### **11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

#### **12. Non-Discrimination and Other Requirements**

##### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

##### **b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

##### **c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of

any services under this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or

- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

#### **h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

#### **13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

#### **14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Dan Belville  
Address: 400 County Center #PSC100, Redwood City, CA 94063  
Telephone: 650-363-4118  
Facsimile: 650-366-5773  
Email: dbelville@smcgov.org

In the case of Contractor, to:

Name/Title: Steve Bein  
Address: 5 Hutton Centre Drive, Suite 500, Santa Ana, CA 92707  
Telephone: 949-922-3642  
Email: sbein@mbakerintl.com

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.



\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: MICHAEL BAKER INTERNATIONAL, INC.

  
\_\_\_\_\_  
Contractor Signature

12/14/2018  
\_\_\_\_\_  
Date

Steve Bein, Vice President  
\_\_\_\_\_  
Contractor Name, Title

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

## **Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

The DATAMARK team will support San Mateo County PSC with the creation of National Emergency Number Association (NENA) compliant GIS data files using data from a variety of sources. The DATAMARK team shall utilize NENA standards.

The DATAMARK team will support San Mateo County PSC with the creation of GIS data files that encompass County of San Mateo in its entirety, including cities, towns, and unincorporated areas. There shall not be any gaps of data within any created data set within the boundary of San Mateo County.

The DATAMARK team shall deliver the GIS data files in the ArcGIS file geodatabase (.fgdb) file format.

The data shall be delivered in the EPSG 4326 WGS 84 / Lat long projection, as outlined in the NENA Standard for NG9-1-1 GIS Data Model (NENA-STA-006.1) standard.

The horizontal accuracy of the GIS data layers should meet or exceed the National Spatial Data Infrastructure's (NSDI) "National Standard for Spatial Data Accuracy" at a scale of 1:5000. This equates to a horizontal accuracy of +/- 13.89 feet at 95% confidence.

The following NENA standards that shall be utilized by the DATAMARK team.

- United States Civic Location Data Exchange Format (CLDXF) Standard [NENA-STA-004.1.1-2014] – Attachment C
- NG9-1-1 GIS Data Model (Draft) [NENA-STA-006.1-2018] – Attachment B
- Provisioning and Maintenance of GIS data to ECRFs and LVFs [NENA-STA-005.1-2017] – Attachment D
- Development of Site/Structure Address Point GIS Data for 9-1-1 [NENA-INF-014.1-2015] – Attachment E
- NG9-1-1 Emergency Incident Data Document (EIDD) [APCO / NENA 2.105.1-2017] – Attachment F

### **1. Project Management**

#### **Project Kickoff**

The DATAMARK team will setup the project for budget management and perform internal project startup tasks. The DATAMARK team will conduct a project kickoff meeting with the key San Mateo County Public Safety Communications (PSC) staff overseeing the project and any other stakeholders deemed appropriate for the kickoff meeting by PSC. During this meeting, the DATAMARK team will discuss the Project Management Plan.

#### **Project Management Plan**

The DATAMARK team will develop a Project Management Plan (PMP) that will document our project management approach, techniques, and tools. The PMP will adhere to Michael Baker's practices as a tool to help manage project finances, contracts, operations, and schedule.

### Scope/Schedule/Budget Tracking

The DATAMARK project manager will perform ongoing tracking and monitoring of the scope, schedule, and budget to keep the overall project on track. This will involve regular communication to the DATAMARK team on project status to keep the team focused and working efficiently.

### Invoicing/Reporting

The project manager will perform regular invoicing and reporting to the County on a monthly basis (or other timeframe as agreed to with the County during the kickoff meeting).

## **2. Public Safety GIS Data**

The DATAMARK team will utilize DATAMARK VEP (Validate-Edit-Provision) as the regional GIS data aggregation, validation, and editing platform for the editing and maintenance of Next Generation 9-1-1 (NG911) GIS data including road centerlines, address points, public safety answering points (PSAP) boundaries, emergency service boundaries, and provisioning boundaries. The DATAMARK VEP platform will be deployed for use by the County and regional stakeholders under a separate agreement.

The April 2018 Public Safety GIS Data Implementation and Quality Assurance Plan created for San Mateo County's Office of Public Safety Communications (PSC) will be used by the DATAMARK team as a reference for GIS data creation and remediation.

It is expected that San Mateo County PSC will provide current data to direct the DATAMARK team in the public safety GIS data manipulation efforts working in partnership with GIS staff from PSC, other County staff and regional stakeholders. San Mateo County PSC acceptance of the public safety GIS data to be manipulated by the DATAMARK team in coordination and partnership with the County and regional stakeholders will be based on the following parameters:

- The DATAMARK team's efforts to support San Mateo County PSC with the creation of public safety GIS data will be based on source data provided by San Mateo County PSC and regional stakeholders, and as such will be impacted by the quality of the source data provided. The DATAMARK team will make reasonable efforts to improve the data and will rely on San Mateo County PSC and regional stakeholders for review, feedback and acceptance of the data. Upon acceptance of the data by San Mateo County PSC, these data will be owned by San Mateo County PSC. The primary mechanism the DATAMARK team will use to check on and improve the quality and completeness of the data will be iterative validation checks performed within the DATAMARK VEP software. These iterative validation checks will return the results of VEP's 9-1-1 "rules" to flag data issues that the DATAMARK team will address.
- The resulting data set may still have gaps identified that will need to be resolved over time during ongoing maintenance. The DATAMARK team has proposed a level of effort in terms of hours and fixed price budget for each of the public safety GIS data tasks to be performed under this Agreement. If additional support is required, this can be provided on a time and materials basis at Michael Baker's current rates.
- Both San Mateo County PSC and the DATAMARK team understand and acknowledge that it is not possible to have 100% completeness and accuracy for critical public safety GIS data. The DATAMARK team will strive to reduce the number of errors detected with each iterative validation check and, at times, will require direction from San Mateo County PSC and/or regional public safety stakeholders to address and resolve errors detected by the validation checks.

- The DATAMARK team is not responsible for how the data is used or functions within other third-party systems which may interpret the geographic location aspects or other components of the data differently than intended.

To build the foundation for regional public safety and GIS stakeholder participation and buy-in, the DATAMARK team will conduct an in-person workshop at the start of the GIS data creation process to communicate the roles and expectations that each regional stakeholder will play in project success. At this workshop, the overall process and required input from each stakeholder will be discussed.

The DATAMARK team will approach the GIS data manipulation process within the framework of the DATAMARK team's Purposeful Order. Below is a matrix showing the primary steps in the DATAMARK team's planned tasks compared to the requested tasks in the Scope of Work section of the County's RFP.

DATAMARK Team Proposed Tasks	San Mateo County RFP Tasks												
	Street Centerline Data *	7.3. Routable Street Centerline	7.4. Street Name Alias Table	7.5. Rail Centerlines File	7.6. Address Points	7.7. Community Boundaries	7.8. PSAP Boundaries	7.9. Emergency Service Boundaries	Provisioning Boundaries *	7.10 Mile Mark Location File	7.11 NENA Globally Unique ID	7.12 CAD/GIS Data Integration Workflow	7.13 GIS Data Maintenance Workflow
Street Centerline Data	✓												
MSAG-to-Centerline Synchronization		✓											
Boundary Data							✓	✓	✓				
Master Address Database					✓								
Location Data Validation/Remediation		✓			✓		✓	✓					
ALI-to-GIS Reconciliation					✓								
Data Maintenance (Recommendations)												✓	✓
Ancillary CAD Datasets			✓	✓		✓				✓			
Workflow Recommendations											✓	✓	✓

\* These tasks are not in the San Mateo County RFP but the DATAMARK Team has added them because they are necessary

To accomplish the public safety GIS data work, the DATAMARK team will run the County's aggregated data through our Proposed Purposeful Order process. This will include the following:

#### Road Centerline Data

The DATAMARK team will use the best available road centerline data to verify centerline information/location and compare to address point data, utilizing VEP, to help the county with the creation of San Mateo County road centerline data.

The DATAMARK team will coordinate with GIS staff within PSC to determine the best approach for the manipulation of street centerline data. GIS support from staff within PSC is assumed to partner with the DATAMARK team for a joint effort for possible merging of the attribute data from the current CAD dataset with the geometry from the existing road centerlines network then using tertiary datasets, as provided by the County, such as aerial imagery, parcels, etc. The resulting data set may still have gaps identified that will need to be resolved over time during ongoing maintenance.

#### MSAG-to-Centerline Synchronization

This entails the synchronization of the County's road centerline GIS data with its Master Street Address Guide (MSAG). This will be the primary mechanism to transfer the answer to the question "Who should answer a 9-1-1 call from a location within this road centerline's address range?" onto the road centerline

layer. This is an essential step to being able to create polygons for PSAP, Emergency Service, and Provisioning boundaries.

### Boundary Creation

Road centerlines will be leveraged to create PSAP, Emergency Service, and Provisioning boundaries.

To support this effort, the DATAMARK team will hold one in-person workshop after initial data gathering is completed to share where boundary disputes and questions need County and regional stakeholder review. If meaningful consensus is not reached, the County will make the final decision.

### Master Address Database Creation

The DATAMARK team will facilitate the creation of a county-wide master address database by using our Address Comparison and Evaluation (ACE) tool. The ACE will compare a master address source to other sources containing address points (i.e., trash records, parcels, utility databases, etc.) to identify address candidates that are not within the master address data source. The quality of the data will be improved over time with maintenance but will not result in a 100% complete address point dataset which is not realistically achievable.

An ACE requires the following:

- Parse: A full address is parsed out into separate address fields (i.e., street name, street suffix, city, etc.).
- Normalize: All datasets are normalized to have the same naming convention so that the comparison process has consistent and accurate results (i.e., all street suffixes have “AVE” versus “AVENUE” or “AV”).
- Compare: The master address data are compared to the other data source identifying potentially missing address candidates.
- Evaluate: This step evaluates the resulting address candidates and requires significant input from the local data authorities. To determine the confidence that these candidates truly exist (without necessarily field-verifying every address), this step includes validating the address with external data sources (e.g., United States Postal Service) and walking through a weighting exercise determining the reliability of the data sources.

It is assumed there will be a maximum of five (5) spatial or non-spatial supplementary data sources, besides the master, from the County, for either the combination of the unincorporated areas/contract cities, or its constituent cities. These may be GIS datasets of existing address points or tabular data such as building permit addresses, trash service customer addresses, Assessor’s parcel SITUS addresses or any other address database. The DATAMARK team will work with San Mateo County to determine the best sources

An additional part of an ACE is beginning the development of the master address database. This process includes geocoding the resulting address candidates and updating the address placement with the goal of maintaining a master address database. Address candidates are placed utilizing either a local address locator (built off a local authoritative geospatial data) or utilizing a third-party Esri global address locator. An accurate placement of these address points (at the egress of a building and/or centroid of building footprint) are at the discretion of San Mateo County.

### Location Data Validation/Remediation

After road centerlines and address points are available, location data validation can be completed, and anomalies can be evaluated and remediated (with the County's input) or marked as an exception.

#### ALI-to-GIS Reconciliation

This entails reconciling the road centerlines and address points to the Automatic Location Information (ALI) legacy 9-1-1 database. This addresses the need to get a first responder routing (out of CAD system) or 9-1-1 call routing (out of an ESInet) answer as good or better than the existing legacy 9-1-1 system data.

#### Ancillary CAD Dataset Creation

The County's CAD system will require the creations of the following ancillary GIS data layers:

- **Mile Mark Location:** to support creation of mile mark locations: the DATAMARK team will compile data from best available data sources and format them, to the extent possible, into a NENA-compliant schema that works within the new CAD system. It is anticipated that mile mark data will be created for the following roadways: La Honda Road, Highway 92, Highway 35, Interstate 101, Interstate 280, and Interstate 380.
- **Street Name Alias Table:** to support creation of the Street Name Alias table, the DATAMARK team will compile data from best available data sources and format them, to the extent possible, into a NENA-compliant schema that works within the new CAD system.
- **Rail Centerlines:** to support creation of rail centerlines, the DATAMARK team will compile data from best available data sources and format them, to the extent possible, into a NENA-compliant schema that works within the new CAD system.
- **Municipal and Unincorporated Communities Boundaries:** to support creation of municipal and unincorporated communities' boundaries, the DATAMARK team will compile data from best available data sources and format them, to the extent possible, into a NENA-compliant schema that works within the new CAD system.

### **3. Workflow Recommendations**

The DATAMARK team will provide support to help the County and its new CAD vendor bridge the gap between GIS and CAD software and data workflows by doing the following.

#### Software and Data Workflow to Create and Maintain NENA Globally Unique IDs

The DATAMARK team will recommend an appropriate process to generate and maintain NENA Globally Unique IDs across multiple jurisdictions. The DATAMARK team will conduct an in-person workshop with regional GIS stakeholders to forge a consensus on the best way to create, maintain and aggregate data with unique IDs throughout the region that are NENA-compliant. This will require specific input from the IT departments from each jurisdiction that will have a DATAMARK VEP administrator.

#### Software and Data Workflow for GIS Data Preparation for CAD Consumption

In consultation with the County's selected CAD vendor, Versaterra, the DATAMARK team will recommend an appropriate process for GIS data preparation for consumption within the CAD system. The DATAMARK team, in cooperation with the County and its CAD vendor, will test the process and provide process documentation adjustments for up to three iterations.

#### Software and Data Workflow for GIS Data Maintenance

The DATAMARK team will recommend an appropriate process for GIS data maintenance using DATAMARK VEP. In cooperation with regional GIS stakeholders, the DATAMARK team will test the process and provide process documentation adjustments for up to three iterations. The DATAMARK team will conduct a “Regional Stakeholder Success” meeting to demo the software and build a regional consensus around the recommendations contained in this item. This will also require close coordination on the part of the County to identify the key stakeholders in this process both internally and externally.

## **Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

### **I. PAYMENTS**

In full consideration of the services provided by Contractor under this Agreement County shall pay Contractor in the manner described below:

#### **A. Maximum Obligation**

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement. In any event, the maximum amount county shall be obligated to pay for all services rendered under this Agreement shall not exceed FOUR HUNDRED TWENTY ONE THOUSAND AND SIX HUNDRED FIFTY DOLLARS (\$421,650) on a fixed price basis:

1. Project Management	\$46,240
2. Public Safety GIS Data	\$345,080
3. Workflow Recommendations	\$21,600
Travel Expenses	\$8,730
<b>Total</b>	<b>\$421,650</b>

The DATAMARK team has proposed a level of effort in terms of hours and fixed price budget for each of the public safety GIS data tasks to be performed under this Agreement. If additional support is required, this can be provided on a time and materials basis at Michael Baker International's current rates.

The above costs are based on our best estimate of time needed. Actual time spent on individual tasks may not meet or may exceed such estimates. Michael Baker International reserves the right to transfer unused budget from one task to another if necessary. The total estimated budget will not be exceeded without authorization.

B. The Public Safety Communications Director or designee is authorized to execute amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

C. Contractor shall bill County on or before the twentieth (20th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize percent complete for the three primary tasks for which claim is made.