

SUBJECT: Contract with E-Terra, LLC titled "Services Agreement Proposal #17-011P(h) for GIS Consulting Term Contracts (Programmer Analyst)" dated December 1, 2016.

AGENDA OF: May 21, 2019

ASSEMBLY ACTION:

*Presented to the Assembly
5-2-19 (BDD)*

MANAGER RECOMMENDATION: For information only.

APPROVED BY JOHN MOOSEY, BOROUGH MANAGER:

Route To:	Department/Individual	Initials	Remarks
	Originator <i>John Moosey</i>	<i>[Signature]</i>	<i>5-2-19</i>
	Purchasing Officer	<i>[Signature]</i>	
	Finance Director	<i>[Signature]</i>	
	Borough Attorney	<i>[Signature]</i>	
	Borough Clerk	<i>[Signature]</i>	<i>5/13/19</i> <i>(BDD)</i>

ATTACHMENT (S) : Services Agreement Proposal #17-011P (22 pp)
Purchase Order 2018-00003205 and related emails (6 pp)
Portions of IM No. 18-150 (7 pp)
4 OR 18-098

SUMMARY STATEMENT: In 2016, the Matanuska-Susitna Borough issued a competitive solicitation for proposals for GIS Consulting Term Contracts (Programmer Analyst). Proposals were received from three companies: E-Terra, RDI, and RM. Contracts were awarded to E-Terra and RDI, and a contract was not issued to RM.

The contract issued to E-Terra is titled "Services Agreement Proposal #17-011P(h) for GIS Consulting Term Contracts (Programmer Analyst)" and is dated December 1, 2016. The period of the contract was until June 30, 2017, with an option to add two additional one year periods. The contract was signed by the president of E-Terra, Steve Colligan. The contract options to

extend were exercised and the contract has been in place since December 1, 2016, and will expire on June 30, 2019.

Steve Colligan was Assemblymember for District 3 for two consecutive terms from 2011 to 2017. Steve Colligan's second term as an Assemblymember ended on October 23, 2017.

On February 13, 2018, the Borough IT department sent an email to E-Terra informing E-Terra that the Borough had need for a GIS Programmer Analyst under the contract. On March 28, 2018, Purchase Order 2018-00003205 was issued for \$30,000 under the contract.

After that date, E-Terra performed services for the Borough in support of the Planning Department's update to the Coordinated Human Services Transportation Grant.

E-Terra's total payments under the contract for the services were \$26,086.50 as follows:

06/15/2018	\$4,929.00
07/17/2018	\$2,371.50
09/04/2018	\$13,485.00
10/15/2018	\$5,301.00

On October 30, 2018, Ordinance Serial No. 18-098 with accompanying Informational Memorandum 18-098 were introduced at the Borough Assembly and set for public hearing. Ordinance Serial No. 18-150 is titled "An ordinance of the Matanuska-Susitna Borough Assembly Adopting the 2018-2022 Coordinated Human Services Transportation Plan." On November 27, 2018, the public hearing was held before the Borough Assembly and the legislation was approved.

The Coordinated Human Services Transportation Plan was attached to Informational Memorandum 18-150 as presented to the Assembly, and is 191 pages. Page 164 of the Assembly approved plan notes, "The MSB has also engaged E-Terra to support geo-spatial data management and application development to implement innovative and 'real time' data collection of the transportation network, ridership, and dispatching." Pages 171, 172, and 173 also contain references to E-Terra's involvement and continuing support in the 2018-2022 Coordinated Human Services Transportation Plan.

MSB 2.71 is the Borough Ethics code and is in place to encourage high moral and ethical standards. See MSB 2.71.020(B). In proscribing conduct and standards, MSB 2.71.090(D) provides:

A municipal official who leaves borough service may not, for one year after leaving borough service, represent, advise, or assist the borough for compensation in any manner unless the borough assembly, in its sole and

absolute discretion, approves the compensation. This section does not apply where the official is re-hired, elected, or appointed into a position within the borough.

Since Steve Colligan's term ended on October 23, 2017, concerns have been raised that Borough staff should have obtained Borough Assembly approval of the compensation under E-Terra's services under Services Agreement Proposal #17-011P(h) for services performed until October 22, 2018 (a period of 1 year).

This Informational Memorandum is being presented to the Assembly to inform the Assembly of the events which occurred here and, if desired, discuss the issue further with the Assembly.

Ship To
Receiving Department
Matanuska-Susitna Borough
350 E Dahlia Avenue
Palmer, AK 99645-6488

Bill To
Accounts Payable
Matanuska-Susitna Borough
350 E Dahlia Avenue
Palmer, AK 99645-6488

Purchase Order
No. 2018-00003205

DATE 03/28/2018

VENDOR NO. 10666
PHONE (907) 562-1500
FAX (907) 562-1502

Matanuska-Susitna Borough
(907) 861-8601
Fax: (907) 861-8617
Fed I.D. #92-0030816
Email: purchasing@matsugov.us

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

Vendor
ETERRA LLC
800 E DIMOND BLVD #3-470
ANCHORAGE, AK 99515

DELIVER BY
SHIP VIA
FREIGHT TERMS 0001-DESTINATION
PAGE 1 of 1

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	JB	A. - IT TERM CONTRACT 17-011P-H - GIS SERVICES PER THE ATTACHED SCOPE OF WORK, NOT TO EXCEED \$30,000 480,000.000... 429.900. - Other Contractual 30,000.00 47038-4200-4201	30,000.0000	\$30,000.00
TOTAL DUE				\$30,000.00

APPROVED BY

Special Instructions

1. This PO will be void if not shipped within 60 days of order date or as indicated on PO.
2. Do not overship or exceed order total without prior Borough approval.
3. PO # must appear on all documents and packages relating to this order.
4. Receiving Hours are 9:00 a.m. to 4:00 p.m. Monday - Friday
5. Shipping charges must be shown as a separate line item on the invoice and must be supported by third party documentation (postal receipt, U.P.S. receipt, manifest, bill of lading, etc).
6. To expedite payment, please attach any of the following to your original invoice.
a.) Signed delivery receipt. b.) Insurance receipt/Number. c.) Postal receipt, manifest, bill of lading, etc.

IM 19-097



18-3205

MATANUSKA-SUSITNA BOROUGH
350 EAST DAHLIA AVENUE, PALMER, ALASKA 9645-6488 PHONE: 745-9601

PURCHASE REQUISITION

DATE: March 21, 2018

DEPARTMENT: Planning

DIVISION: Planning

CODED BY: Pamela Graham

DIVISION APPROVAL: Jessica Smith

DEPT. APPROVAL: Eileen Probasco

DATE NEEDED BY: March 28, 2018

NUMBERED

18-3205-01

QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST	ACCOUNT NO.
1	A. IT Term Contract 17-011P-H GIS Services per the attached scope of work, not to exceed \$30,000.		\$30,000.00	480.000.000 429.900 47038-4200-4201
SUB-TOTAL			30,000.00	
FREIGHT				
TOTAL			30,000.00	

SUGGESTED VENDOR: eTerra LLC #10666

Pam Graham

From: Ben Coleman
Sent: Wednesday, February 21, 2018 1:30 PM
To: Pam Graham
Subject: FW: GIS Programmer Analyst Opportunity
Attachments: PO 18-2600 Programmer Analyst Govern (L).pdf

Hi Pam,

I'm not sure when Karol will be back in, but Eileen mentioned you may know how to do a purchase order. The email thread below shows the info for a GIS contractor. The PO will be for \$30K (not to exceed) under Term Contract 17-011P-H.

I said 10K earlier in the thread, but we are keeping the 30K limit—just modifying scope of services.

Thanks so much,
Ben



From: Brooke Loudon
Sent: Wednesday, February 21, 2018 10:59 AM
To: Ben Coleman <Ben.Coleman@matsugov.us>
Cc: Jessica Murphy <Jessica.Murphy@matsugov.us>; Eric Wyatt <Eric.Wyatt@matsugov.us>; Mary Brodigan <Mary.Brodigan@matsugov.us>
Subject: RE: GIS Programmer Analyst Opportunity

Hi Ben,

Thank you. I will log this under Term Contract 17-011P-H. Please make sure to put this on the PO.

Cordially,
Brooke L. Loudon
IT Administrative Specialist | Matanuska-Susitna Borough | Information Technology
350 E Dahlia Ave Palmer AK 99645-6411 | brooke.loudon@matsugov.us | 907-861-8524

The Community of Choice to Live and Work, Where Every Citizen Matters

 This message is transmitted on 100% electrons  think GREEN before you print

From: Ben Coleman
Sent: Wednesday, February 21, 2018 10:43 AM
To: Brooke Loudon <Brooke.Loudon@matsugov.us>; Jessica Smith <Jessica.Smith@matsugov.us>
Cc: Eric Wyatt <Eric.Wyatt@matsugov.us>
Subject: RE: GIS Programmer Analyst Opportunity

Hello Brooke,

Jessica is out sick, but the final expected PO was \$10,000 after modifying the scope of services. Eileen Probasco will sign for our department.

Best,

Ben Coleman

Planner II – Transportation

Matanuska-Susitna Borough

350 East Dahlia Avenue

Palmer, AK 99645

Phone: (907)861-7865

Email: ben.coleman@matsugov.us

From: Brooke Loudon

Sent: Wednesday, February 21, 2018 10:35 AM

To: Jessica Smith <Jessica.Smith@matsugov.us>

Cc: Eric Wyatt <Eric.Wyatt@matsugov.us>; Ben Coleman <Ben.Coleman@matsugov.us>

Subject: FW: GIS Programmer Analyst Opportunity

Hi Jessica,

This can be done under our GIS Programmer Analyst Term Contract with eTerra #17-011P-H. Please see that attached PO as an example to use. Please also make sure to include the email correspondence with eTerra as back-up with the requisition. Please make sure to let me know how much the PO is for so I can log it in my spreadsheet. Thank you!



Cordially,

Brooke L. Loudon

IT Administrative Specialist | Matanuska-Susitna Borough | Information Technology

350 E Dahlia Ave Palmer AK 99645-6411 | brooke.loudon@matsugov.us | 907-861-8524

The Community of Choice to Live and Work, Where Every Citizen Matters

 This message is transmitted on 100% electrons  think GREEN before you print

From: Eric Wyatt

Sent: Wednesday, February 21, 2018 8:29 AM

To: Steve Colligan <scolligan@e-terra.com>

Cc: Brooke Loudon <Brooke.Loudon@matsugov.us>; Diamond Redmond <dredmond@e-terra.com>; Jessica Smith <Jessica.Smith@matsugov.us>; Ben Coleman <Ben.Coleman@matsugov.us>; Eric Goudey <Eric.Goudey@matsugov.us>; Eric Wyatt <Eric.Wyatt@matsugov.us>

Subject: RE: GIS Programmer Analyst Opportunity

Steve, Diamond,

We'd like to go with Achim on this effort.

The scope may be slightly modified by the end of the engagement.

The Planning personnel expressed they may do more of the data gathering and analysis in the later tasks.

But as far as getting the system setup, we'd like to have Achim come in and help us.

We will get the Purchase Order going and as soon as you get it, we can set a start date and kick off meeting.

Looking forward to working together.

Thank you

Eric

Eric Wyatt
IT Director
Matanuska-Susitna Borough
350 East Dahlia Avenue
Palmer, Alaska 99645
(907) 861-8570
Cell (907) 982-4700

From: Steve Colligan [<mailto:scolligan@e-terra.com>]
Sent: Friday, February 16, 2018 7:29 AM
To: Eric Wyatt <Eric.Wyatt@matsugov.us>
Cc: Brooke Loudon <Brooke.Loudon@matsugov.us>; Diamond Redmond <dredmond@e-terra.com>
Subject: GIS Programmer Analyst Opportunity

Eric, Thank you for the opportunity for E-Terra to respond to this request for GIS Programmer Analyst project. We have a GIS Programmer Analyst available as well as other senior staff and support staff to assist with the Transportation scope you have outlined.

Achim Hettel's resume is attached, we would need 2 weeks notice to start to schedule resource with other projects. His billable rate is \$93/hr. There are administrative portions of this task for data gathering and coordination that we could use support staff at \$52/hr to assist in the gathering of data.

Please use my E-Terra email scolligan@e-terra.com

Let me know if we can provide you with any further information to support this task.

Steve Colligan, President
E-Terra, LLC
800 E Dimond Blvd Suite 3-654
Anchorage, AK 99515
(907) 562-1500
(907) 230-3422 cell

From: Eric Wyatt <Eric.Wyatt@matsugov.us>
Date: Tue, Feb 13, 2018 at 12:09 PM
Subject: GIS Programmer Analyst Opportunity
To: Diamond Redmond <dredmond@e-terra.com>
Cc: Steve Colligan <stevecolligan@mtaonline.net>, Brooke Loudon <Brooke.Loudon@matsugov.us>

Diamond,

We have an opportunity for a GIS programmer Analyst on our term contract.
Please see the attached SOW and requirements.

Please let me know if you have a resource you would like to put on this.
\$\$ rate and availability.
We could get started on this very soon if you have someone.

Thank you

Eric

Eric Wyatt
IT Director
Matanuska-Susitna Borough
350 East Dahlia Avenue
Palmer, Alaska 99645
(907) 861-8570
Cell (907) 982-4700

Steve Colligan, President
E-Terra, LLC
800 E Dimond Blvd
Suite 3-650
Anchorage, AK 99515
(907) 562-1500
scolligan@E-Terra.com

SUBJECT: AN ORDINANCE OF THE MATANUSKA-SUSUTNA BOROUGH ASSEMBLY ADOPTING THE 2018-2022 Coordinated Human Services Transportation Plan.

AGENDA OF: October 30, 2018

ASSEMBLY ACTION:

Adopted without objection.
Assembly member Sumner was Recused

MANAGER RECOMMENDATION: Introduce and set for public hearing. 11.27.18

APPROVED BY JOHN MOOSEY, BOROUGH MANAGER:

Route To:	Department/Individual	Initials	Remarks
	Originator- B. Coleman	BC	
	Planning and Land Use Director	CP	
	Finance Director	UX	
	Borough Attorney	JX	
	Borough Clerk	JMM	10/22/18

ATTACHMENT(S) : Fiscal Note: YES ____ NO X
Transportation Advisory Board Resolution No. 2018-03 (2 pp)
Planning Commission Resolution No. 18-25 (2 pp)
2018-2022 Human Services Transportation Plan (191 pp)
Ordinance Serial No. 18-098 (3 pp)

SUMMARY STATEMENT:

Background

In fall 2017, the Alaska DOT&PF notified the Planning Division that the Borough's 2011 Coordinated Human Services Transportation Plan (CHSTP) was outdated. A locally developed CHSTP needs to be updated at least every five years to remain eligible for FTA 5310 and Alaska Mental Health Trust funding. Many public transit and human service transportation providers rely on this funding to continue providing services.

Many Borough residents rely on these services to access

healthcare, employment, basic nutrition, education, and community events. Access to transportation is identified as the primary indicator of health in the Borough, and existing gaps and duplications in services hinder transportation from equitably meeting residents' needs. In response to this need, the Mat-Su Borough formed a strategic partnership with the Mat-Su Health Foundation to update the CHSTP.

Plan Summary

The Coordinated Human Services Transportation Plan (CHSTP) is a policy document intended for use in coordinating public transit and human service transportation. The primary purpose is to enhance mobility for seniors and individuals with disabilities, but this plan's scope extends to individuals with low incomes as well as other disadvantaged groups in the Borough.

The plan must include (1) community background information, (2) an inventory of available transportation resources and services, (3) an assessment of needs, duplications, and gaps in transportation service, (4) recommended strategies to address the needs, duplications, and gaps, (5) implementation priorities, and (6) a signature page of participating stakeholders.

Input informing the plan was gathered from public transit and human service transportation providers, recipients of these services, advocates and caregivers of recipients, and local government officials.

Plan Recommendations

The CHSTP recommends the following strategies, and provides goals to implement each strategy:

1. Centralize mobility management services

- Goals: (1) centralize dispatch with ride brokering, (2) client sharing, (3) borough-wide travel training, (4) coordinate transportation service planning, (5) centralize customer service monitoring, (6) coordinate contract administration, compliance, & performance monitoring, (7) Manage coordination of driver & staff training, (8) coordinate data management & reporting

support, and (9) coordinate fleet management & maintenance

2. Reduce costs while maintaining service levels
 - Goals: (1) joint vehicle and equipment procurement, (2) maintenance & facilities sharing agreements, and (3) coordinate driver training
3. Determine the appropriate combination of transportation services
 - Goals: (1) provider services transition into paying for services and (2) fleet & personnel consolidation
4. Generate new revenue
 - Goals: (1) providers coordinate grant proposals and (2) identify additional funding sources
5. Improve information access and quality
 - Goals: (1) implement a one-call/one-click service, (2) address Non-Emergency Medical Transportation (NEMT) provision, (3) offer targeted information at key locations, and (4) make real-time information available
6. Improve Medicaid approval process for providers & recipients
 - Goal: Medicaid clearinghouse
7. Increase affordability for transportation recipients
 - Goals: (1) subsidize fares for target populations, (2) implement a consistent fare system across providers, (3) encourage major employers to purchase transit passes for employees
8. Improve service availability
 - Goals: (1) expand hours of operation and (2) expand service areas
9. Improve marketing
 - Goals: (1) Fund a marketing campaign to promote existing services and (2) rebrand Valley Transit rolling stock

RECOMMENDATION OF ADMINISTRATION:

Staff respectfully recommends adoption of Ordinance 18-098.

PROJECT OVERVIEW

The Mat-Su Health Foundation (MSHF) is partnering with the Matanuska-Susitna Borough (MSB) to improve coordination between public transportation and human service providers within the Borough. MSB planning staff is currently working to update the Coordinated Human Services Transportation Plan (CHSTP), with the intent of coordinating transportation services among participating stakeholders to fulfill the requirements of the United We Ride initiative and the Federal Transit Administration's (FTA) Fixing America's Surface Transportation (FAST) Act. An updated, complete, and effective CHSTP with associated implementation strategies is essential in obtaining FTA 5310 grant funding through the FAST Act, which requires projects to be derived from a locally developed, coordinated plan.

MSHF has engaged the services of R&M Consultants, Inc. (hereafter "R&M") and NolsonNygaard Consulting Associates, Inc. (hereafter "NN") to perform data collection to inform the plan update, facilitation and planning functions for stakeholder engagement, and plan implementation. R&M has also engaged McDowell Group to assist with data collection and interpretation. The MSB has also engaged E-terra to support geo-spatial data management and application development to implement innovative and 'real-time' data collection of the transportation network, ridership, and dispatching.

To establish a comprehensive understanding of needs during the data collection and stakeholder engagement phase of the CHSTP update, transportation will be viewed in the context of the Borough as a whole. All current providers of transportation for health and human services in the MSB will be surveyed and engaged, including those funded by subsidies and public transportation. Ridership, demographic, geographic (i.e. route, origin, destination), operational, and financial data will be collected in accordance with this plan to gain an understanding of needs, coordination opportunities, and priority projects for implementation.

NEXT STEPS

1. IDENTIFY & ORGANIZE HEALTH AND HUMAN SERVICE TRANSPORTATION PROVIDER STAKEHOLDERS

The preliminary list of stakeholders for the CHSTP update will be expanded with more detailed information on the services offered by each provider, allowing for more targeted data collection. Large, key stakeholders will be identified for the first phase of base data collection and smaller, more specialized or targeted transportation service providers will be identified for the second phase of data collection. This distinction between the two collection phases is intended to reflect the anticipated level of data available from the organizations; with organizations that may require new data collection included in phase two. MSHF and R&M will lead this task.

2. DATA COLLECTION FORMS

The project team will create a list of attributes needed at a minimum to create primary fields of data that can be accurately geocoded and maintained over time (see Data parameters above). Data should be collected and recorded in a sustainable format so that reporting to the MSB, MSHF, and FTA could become standardized in the future. Additional attributes will be identified beyond the minimum that could be included into the GIS database and application model, but would be helpful for plan development.

R&M and MSHF, with assistance from MSB, will draft data collection forms, based on the data collection topics identified above and selected required attributes, designed for each main type of service provider. These forms will serve as a checklist and provide consistent messaging for MSHF and R&M to use when requesting data from transportation providers. Data requests from major service providers will also serve as an introduction to the CHSTP update and an opportunity to create positive working relationships.

3. BASE DATA COLLECTION

R&M, with assistance from MSHF and MSB, will begin collecting data on the operations and maintenance, finances, and capital inventory for organizations that have paid staff dedicated to client transportation. Evaluation of the data generated from this initial survey effort will provide indicators of gaps in service, overlaps in service, route demand, and ridership to inform the updated CHSTP and implementation strategies.

TRANSPORTATION PROVIDERS

Data provided by the public transportation service providers will be managed by the MSB with support from E-Terra. These parameters and trends observed will serve as a base for not only the plan itself, but potentially for an application designed to collect trip-based community demographic and geospatial data for both on-demand and health and human service transportation providers.

E-Terra will use the initial data provided by the public transportation providers, and any health and human service providers with reliable record keeping on regular operations and maintenance, to create a base map. The base map will then be expanded upon as more data is collected; including data collected via a GPS based live recording application that service providers will use on a volunteer bases.

Base Data Collection will be targeted to the following organizations, based on their regularly providing functional transportation services.

- Valley Transit
- Sunshine Transit
- Chickaloon Area Transportation Services (CATS)
- Soaring Eagle Transit
- VPSI (Vanpool) - Enterprise
- Wasilla Area Seniors, Inc.
- Mat-Su Senior Services (Palmer Senior Center)
- CCS/Early Learning/Head Start
- Alaska Family Services
- Alaska Youth & Family Network
- Co-Occurring Disorders Institute (CoDI)
- Knik Tribal Council
- Mat-Su Health Services
- Mat-Su Services for Children and Adults (MSSCA)
- MY House
- Nugen's Ranch
- Onward and Upward
- Set Free Alaska
- Southcentral Foundation/Valley Native Primary Care Center

Data will be requested by email distribution of survey forms for completion by providers, as well as in person during the transit stakeholder interviews and meetings (refer to SEP).

4. TRIP RECORDING, GEOSPATIAL & RIDER DATA COLLECTION (PHASE II)

E-Terra and the MSB will work to develop a geospatial data gathering application that human service organizations providing transportation services can voluntarily use to record and report rides and trips provided. It will be the task of the project team to instill a need and desire for these organizations to participate. Geospatial and rider data collection will include the following attributes: origin and destination, route, mode choice/provider, frequency, times, number of riders/passengers, method of payment, and whether a return service was used. This information will provide the missing pieces in the creation of an implementable and sustainable CHSTP, by allowing stakeholders to actually see where services overlap or identify areas that are being underserved to encourage efficient cooperation and collaboration between providers.

This phase of data collection may also include a community or rider survey to fill in data gaps for existing service needs and perceived future needs in transportation services. Providing a community or rider survey will allow for the general public, or service users to provide direct input into the plan and its development, in addition to the owners and operators of human service providers and public

transportation services. Customer accepted standards and practices may also be surveyed through this process.

SCHEDULE FOR DATA COLLECTION

Task	Timeframe	Responsibility
Stakeholder List Reorganization & Expansion	April 18 continue to end of project	R&M
Data Collection Form Creation- necessary attribute identification	April 20-26	R&M, E-Terra review by MSB/MSHF
Outreach and Data Collection for Phase I Public Transit Providers	April 30 - May 14	R&M, MSB
Demographic and Community Data	April 30 – May 14	R&M, MSB, E-Terra
Outreach and Data Collection for Phase I Human Service Providers	May 7- May 14	R&M, MSHF
Stakeholder Interviews and Stakeholder/Public Meeting	May 15-17: Large Stakeholder Meeting on 17 th	R&M, NIN, MSB, MSHF
Base GIS Data and Application Development	Ongoing – Base data before May 17 th meeting.	E-Terra, MSB

**SERVICES AGREEMENT
PROPOSAL #17-011P (h)
FOR**

GIS CONSULTING TERM CONTRACTS (Programmer Analyst)

THIS AGREEMENT made and entered into this 1ST day of December 2016, by and between the **MATANUSKA-SUSITNA BOROUGH** and **E-TERRA, LLC**.

SECTION 1. DEFINITION. In this Agreement:

- A. The term "Borough" means the Matanuska-Susitna Borough.
- B. The term "Consultant" means E-Terra, LLC.
- C. The term "Manager" means the manager of the Matanuska-Susitna Borough or his authorized representative.

SECTION 2. EMPLOYMENT OF CONSULTANT. The Borough hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereafter set forth.

SECTION 3. SCOPE OF SERVICES. The Consultant shall perform all the services provided for by this Agreement which are described with particularity in Appendix "A," entitled Scope of Services, attached hereto and incorporated by reference as if fully set forth herein.

SECTION 4. PERSONNEL. Personnel shall be limited to E-terra, LLC.

SECTION 5. TIME OF PERFORMANCE. The services of the Consultant shall commence upon execution of this Agreement by the Manager and shall terminate on June 30, 2017, but may be renewed for two additional one year periods.

SECTION 6. COMPENSATION.

A. Subject to the provisions of this Agreement, the Borough shall pay the Consultant a total sum for all services and expenses for the term of this Agreement not exceeding the sum as set forth in Appendix "B," attached hereto and incorporated herein by reference, for services required by this Agreement.

B. Travel or per diem required for the performance of services pursuant to this Agreement shall be subject to Appendix "B."

C. Except as otherwise provided in this Agreement, the Borough shall not provide any additional compensation, payment, use of facilities, service, or other thing of value to the Consultant in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the Borough.

SECTION 7. METHOD AND TIME OF PAYMENT.

A. The Borough will pay to the Consultant the amount set forth in Appendix "B" which shall constitute the full and complete compensation for the Consultant's services. That sum will be paid on receipt of billings submitted pursuant to a schedule set forth in Appendix "B", if not identified within Schedule "B", normal billing cycle is 30 calendar days from receipt of an approved invoice. A billing is a summary of expenditures to date by line item categories (e.g., Personal Services, Travel, Contractual, Commodities and Equipment). Documentation of expenditures need not be submitted with billings but must be retained by the Consultant in the event the Borough requests said documentation.

B. No payment will be disbursed until the completed task and associated expenditures have been approved by the Borough.

C. All invoices must be submitted in duplicate and addressed as follows:

Matanuska-Susitna Borough
Attention: Accounts Payable
350 East Dahlia Avenue
Palmer, Alaska 99645

D. It is expressly understood and agreed that in no event shall the total compensation due the Consultant exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) PER YEAR.**

SECTION 8. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Borough shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Consultant under this Agreement are the property of the Borough and shall be delivered to the Borough by or upon the effective date of termination. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Appendix "B" of this Agreement only for work completed to the Borough's satisfaction in accordance with Appendix "A" of this Agreement and the other terms of this Agreement.

SECTION 9. TERMINATION FOR CONVENIENCE OF BOROUGH. The Borough may terminate this Agreement at any time by giving written notice to the Consultant of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 8 above are the property of the Borough and shall be delivered to the Borough by or upon the effective date of execution of this section. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Appendix "B" of this Agreement only for work completed to the Borough's satisfaction in accordance with Appendix "A" of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Consultant, Section 8 of this Agreement shall govern the rights and liabilities of the parties.

SECTION 10. CAUSES BEYOND CONTROL. In the event the Consultant is prevented by a cause or causes beyond control of the Consultant from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Consultant liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Consultant shall exercise all reasonable diligence to resume and complete performance of the obligation with the

least possible delay. The phrase "cause or causes beyond control", as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Consultant and which prevent the performance of the Consultant: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Consultant from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Consultant and would not prevent another Consultant from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Consultant. The Borough will determine whether the event preventing the Consultant from performing is a cause beyond the Consultant's control.

SECTION 11. MODIFICATIONS.

A. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

B. It is expressly understood that the Borough may require changes in the Scope of Services and an unreasonable refusal by the Consultant to agree to modification in the Scope of Services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement not be modified, under any circumstances, without prior written approval of the Borough.

SECTION 12. EQUAL EMPLOYMENT OPPORTUNITY.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam war era. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

B. The Consultant shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 12 A for applicants for employment and employees as the Borough may require.

SECTION 13. INTEREST OF MEMBERS OF BOROUGH AND OTHERS. No officer, member or employee of the Borough and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 14. ASSIGNABILITY.

A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Borough, thereto; provided, however that claims for money due or to become due to the Consultant from the Borough under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Borough, or the Consultant shall be responsible to the Borough for any moneys due the assignee of this Agreement which are paid directly to the Consultant.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the Borough.

SECTION 15. INTEREST OF CONSULTANT. The Consultant covenants, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

SECTION 16. FINDINGS CONFIDENTIAL. To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the Borough requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the Borough.

SECTION 17. PUBLICATION, REPRODUCTION AND USE OF MATERIALS. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The Borough shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

SECTION 18. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the Borough or the Comptroller General of the United States may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the Borough or the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

SECTION 19. JURISDICTION; CHOICE OF LAW. Any civil action arising from this Agreement shall be brought in the superior court for the third judicial district of the state of Alaska at Palmer. The law of the state of Alaska shall govern the rights and obligations of the parties.

SECTION 20. NON-WAIVER. The failure of the Borough at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the Borough thereafter to enforce each and every protection hereof.

SECTION 21. PERMITS, LAWS AND TAXES. The Consultant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

SECTION 22. RELATIONSHIP OF THE PARTIES. The Consultant shall perform its obligations hereunder as an independent Consultant of the Borough. The Borough may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

SECTION 23. CONTRACT ADMINISTRATION.

A. The Borough Manager, or their designee, will be the representative of the Borough administering this Agreement.

B. The services to be furnished by the Consultant shall be administered, supervised, and directed by Stephen M. Colligan. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reason, the Consultant shall appoint a successor in interest subject to a written approval of the Matanuska-Susitna Borough.

SECTION 24. INSURANCE.

A. This Agreement and those documents and appendices incorporated by reference by "B" of this section shall constitute the entire Agreement of the parties. There are no promises, terms, conditions, or obligations other than those stated in this Agreement and its appendices, and this Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

B. The following documents are incorporated in text or by reference into this Agreement:

FULL TEXT	REFERENCE
Exhibit A - Submittal Form	Matanuska-Susitna Borough License
Exhibit B - Scope of Work	State of Alaska Business License
Exhibit C - Certificate of Insurance	RFP and Addendum(a) issued under 17-011P

C. The below list of documents establishes the hierarchy of governing documents contained in this agreement. The order precedence is listed in descending order:

- 1) Agreement Document
- 2) Addendum(a) to specifications
- 3) Scope of Services

SECTION 25 DEFENSE AND INDEMNIFICATION

A. The consultant shall indemnify, defend, and hold harmless the contracting agency from and against any claim of, or liability for, negligent acts, errors, and omissions of the consultant under this agreement. The consultant is not required to indemnify, defend, or hold harmless the contracting agency for a claim of, or liability for, the independent negligent acts, errors, and omissions of the contracting agency. If there is a claim of, or liability for, a joint negligent act, error, or omission of the consultant and the contracting agency, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "consultant" and "contracting agency" include the employees, agents, and consultants who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means

negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the consultant, or in approving or accepting the consultant's work.

B. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause shall remain enforceable.

SECTION 26. INTERPRETATION AND ENFORCEMENT. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

SECTION 27. CONSULTANT INSURANCE. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that the Consultant confer with their respective insurance companies or brokers to determine if their insurance program complies with the Borough's Insurance requirements.

The Consultant shall procure and maintain the following project specific insurances:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services office form number CG 0001 (Edition 10/01) covering Commercial General Liability.
2. Insurance Services office form number CA 0001 (Edition 10/99) covering Automobile Liability, symbol 1 "any auto".
3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability:

\$300,000 combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury. The general aggregate limit shall be \$300,000.

If the general liability insurance is written on a claims made form, the Consultant shall provide insurance for a period of two years after final payment of this Agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.

2. Auto Liability:

\$100,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability:

Worker's Compensation shall be statutory as required by the State of Alaska. Employers liability shall be endorsed to the following minimum limits:

Bodily injury by Accident - \$100,000 each accident
Bodily injury by Disease - \$100,000 each employee
Bodily injury by Disease - \$500,000 policy limit

4. Excess Liability:

In order to meet the required minimum limits of insurance it is permissible for the Consultant to combine an excess liability or umbrella policy with the general liability, auto liability or employers liability. In the instance where the Consultant purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

C. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the Borough. The Consultant may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the Borough, the Consultant shall reduce or eliminate such deductibles or self-insured retention as respects the Borough, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability

- a. The Borough, its Administrator, officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant premises owned, occupied or used by the Consultant or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the Borough, its Administrator, officers, officials, employees and volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects the Borough, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Borough, its

Administrator, officers, officials, employees and volunteers shall be excess of the Consultant insurance and shall not contribute to it.

- c. The Consultant insurance 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. Worker's Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the Borough, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Consultant or any sub-consultant for the Borough.

3. All Insurance

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Consultant or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the Borough. Such notice shall be mailed by the Consultant to the attention of the Borough's Purchasing Officer.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII.

F. Verification of Coverage

Consultant shall furnish the Borough with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the Borough. All certificates are to be received and approved by the Borough before work commences. The Borough reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Sub-consultants

Consultant shall include all sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverage for sub-consultants shall be subject to all requirements stated herein.

H. Lapse in Insurance Coverage

A lapse in insurance coverage is a material breach of this Agreement which shall result in immediate termination of the Agreement, pursuant to Section 8.

SECTION 28. SEVERABILITY. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

SECTION 29. UNDERSTANDING. The Consultant acknowledges that the Consultant has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

SECTION 30. NOTICES. Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class to the following address:

Borough: 350 East Dahlia Avenue, Palmer, Alaska 99645

Consultant: 800 E. Dimond Blvd., Suite 3-650, Anchorage, Alaska 99515

SECTION 31. CONSULTANTS' VIOLATIONS OF TAX OBLIGATIONS.

A. Any Consultant in arrears on a Borough obligation, including, but not limited to tax, assessment, lease, sale, rental payments, or land payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the Borough of the delinquency.

B. This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that a Consultant, whether the amounts owed are in the name of the Consultant as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease, rental agreement, or land payments, that is due to the Borough that is not remedied within 10 calendar days of notification by regular mail.

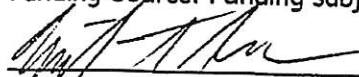
C. The Borough reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent Borough taxes, moneys owed on sales, assessments, leases, rental agreements, and land payments, against any amount owing to the same under an Agreement between the Borough and the same.

SECTION 32. FLOWDOWN PROVISIONS.

This Contract may include flow down provisions. This Contract may be issued in connection with another government agency and may include flow down or contract provisions required by that agency. In the event of a conflict between the terms and conditions of the general agreement and any flow down terms and conditions, the flow down terms and conditions shall govern. The Consultant agrees to comply with any and all flow down or contract provisions required by the Borough or another government agency that are included in the Contract. In the event that flow down or contract provisions required by other agencies or by Law are inadvertently omitted from this Contract, both parties agree to negotiate in good faith for that provisions inclusion into the Contract.

SECTION 33. FUND VERIFICATION. Fund source and verification of funds for this project:

Funding Source: Funding subject to individual Purchase Orders


Verified by

11-4-16
Date

MATANUSKA-SUSITNA BOROUGH

E-TERRA, LLC

Rustin M. Krafft
RUSTIN M. KRAFFT
PURCHASING OFFICER

[Signature]
Title: President

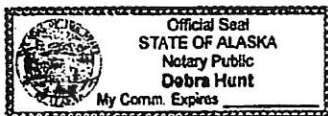
STATE OF ALASKA

Third Judicial District

On December 1, 2016, Stephen Colligan personally appeared before me,

1. _____ who is personally known to me
2. X whose identity I proved on the basis of AKDL
3. _____ whose identity I proved on the oath/affirmation of _____ a credible witness

to be the signer of the Agreement for **Proposal #17-011P (h), GIS Consulting Term Contracts** and he/she acknowledged that he/she signed it.

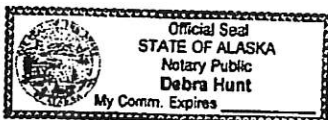


Debra Hunt
Notary Public
My Commission expires: 1-1-18

STATE OF ALASKA

Third Judicial District

On December 1, 2016, RUSTIN M. KRAFFT, PURCHASING OFFICER, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the Matanuska-Susitna Borough.



Debra Hunt
Notary Public
My Commission expires: 1-1-18

SUBMITTAL PAGE

Proposal Submittal Page
Proposal #17-011P
GIS CONSULTING TERM CONTRACTS

By signing below, the Proposer hereby certifies to the following -

1. The Individual signing below, or the firm associated or corporation of which they are a member, has not; either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of a free competitive process in connection with this solicitation.
2. The Individual signed below is authorized by the firm association or corporation to bind such association or corporation to a legal contract.
3. The Individual signing below, or the firm association or corporation of which they are a member, is not debarred or suspended from doing business with the Matanuska-Susitna Borough.
4. They are acknowledging receipt of the following Addenda Numbers (if no addenda have been issued, either leave blank or write "N/A" or "None").

Addendum No: ONE (1)

(List Addenda numbers that you are acknowledging receipt of)

E-TERRA, LLC

Company Name

800 E DIAMOND BLVD, STE 3650

Mailing Address

Anchorage, AK 99515

City, State and Zip Code

Steve Colligan

Contact Person (printed or typed)

(907) 562-1500

Phone Number

(907) 562-1502

Facsimile Number

8/26/2016

Date


Signature

STEPHEN M. COLLIGAN

Printed (or typed) Name

President

Title (printed or typed)

SCOLLIGAN@E-TERRA.COM

Email Address (optional)

State or Specialty License Numbers

It shall be the responsibility of the Proposer to that their proposal is received at or before the date and time fixed for closing.

Proposers should include the following with their proposal.

- ✓ Signed Submittal Page (acknowledging Addenda if applicable)
- ✓ One (1) original and One complete electronic copy of your signed proposal.

SCOPE OF SERVICES

**MATANUSKA-SUSITNA BOROUGH
REQUEST FOR PROPOSALS #17-011P
GIS CONSULTING TERM CONTRACTS**

SCOPE OF SERVICES

The Matanuska-Susitna Borough (MSB) is soliciting proposals from qualified firms to provide services for information technology projects including software and hardware installation, upgrade and maintenance. Other projects could include system audits and other consulting services. The intent is to award up to three (3) contracts in the following areas of expertise:

GIS Cadastral Specialist
GIS Cartography and Analysis Specialist
GIS Programmer Analyst

A firm may propose on one or all of the requested services. However, a firm choosing to do so shall submit a separate proposal for each service. The MSB will select up to three (3) qualified consultants for each area of expertise to serve in a support capacity to the Information Technology Department (IT).

Background:

The IT division has typically used the RFP process to provide resources for project work. Where the IT division needs to respond more quickly to project demand, a more timely acquisition of resources is necessary. By prequalifying firms with the resources typically used on projects, the IT Division can provide more timely response to project demands.

Process:

Each of the selected consultants shall enter into a contract with the MSB. These contracts will be umbrella in nature and will not include a specific Scope of Work, but will state general terms and method of payment. A sample Service Agreement is included in this RFP. The contracts awarded will be limited to a total accumulative authorization of \$150,000 each fiscal year from July 1 through June 30. Initial contract period will begin at contract execution and continue until June 30, 2017 with the option to extend for two additional one year periods based on mutual written agreement. It is expected that each of the selected consultants may perform several projects during the contract term. However there is no guarantee of work as a result of this solicitation or contract.

The MSB will utilize individual task requests as the methodology for defining and pricing specific tasks to be undertaken. Once a task is identified, MSB IT will send a scope of work to the contract holders. Successful consultants will be required to respond within a limited and specified timeframe on the approach, staff, time, and cost associated with completing the task requested. Each specific task project will be quoted lump sum and contain a firm not to exceed amount. Upon selection for the task, a Purchase Order will be issued which will include the specific scope of work and establish a not to exceed amount allowable for the task. No purchase order issued under this solicitation will exceed \$100,000.00.

Each task request will have an Owner/Sponsor, Steering Committee, and a Single Point of Contact (SPOC) and/or Project Manager. The consultant will receive their work direction from the SPOC and/or Project Manager in regards to project tasks and contractual matters.

Scope of Work:

Generally, the projects will be technical in nature. They will consist of analysis, installation, maintenance, and consulting on government facilities located within the boundaries of the MSB. The projects will be directed by the Owner/Sponsor and Steering Committee with daily oversight by the SPOC and/or Project Manager. The responsibilities for each area of expertise may include, but are not limited to:

1. GIS Cadastral Specialist
 - a. Create and modify GIS/CAD tax maps
 - b. Collect and verify field GPS data
 - c. Develop, maintain and execute quality assurance programs, including reviewing data and software.
2. GIS Cartography and Analysis Specialist
 - a. Perform data development, conversion, analysis, maintenance and distribution; manages data conversion between different mapping platforms.
 - b. Develop and maintains documentation
 - c. Design, creates and maintains computer generated maps using geospatial data.
3. GIS Programmer Analyst
 - a. Design, develop, tests, documents and manages a variety of web applications.
 - b. Design, install, configure, maintain, administer, and troubleshoots enterprise GIS architecture
 - c. Spatial database administration and support.
 - d. Custom report writing.

The consultant(s) will be expected to use MSB standard software to produce and manage all documentation. The Borough uses Microsoft Office 2010: Word, PowerPoint, Excel, Visio, Project, etc. The Borough uses MS SharePoint 2013 to store all project documentation. Consultant(s) will use MSB project management templates, examples are attached.

The consultant(s) will be expected to use MSB's current GIS software products to provide requested services. The Borough uses Esri ArcGIS applications and related software and AutoDesk AutoCAD.

The consultant(s) will be expected attend meetings at MSB facilities to the degree necessary.

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alaska USA Insurance Brokers P.O. Box 196530 Anchorage AK 99519		CONTACT NAME: Andrea Tschoepe, CISR PHONE (A/C No. Ext.): (907) 561-1250 FAX (A/C No.): (907) 561-4313 E-MAIL ADDRESS: a.tschoepe@alaskausainurance.com	
INSURED E-Terra, LLC 800 E Dimond Blvd #3-650 Anchorage AK 99515		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Group-Assigned Risk INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 15/16 WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC5398319936025	11/25/2015	11/25/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A Tschoepe, CISR/ANDR

Andrea Tschoepe

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: GC958211-02

☐ Extension of Declarations is attached.

Effective Date: 04/16/2016 12:01 A.M. Standard Time

LIMITS OF INSURANCE

☐ If box is checked, refer to form S132 Amendment of Limits of Insurance.

General Aggregate Limit (Other Than Products/ Completed Operations)	\$ 2,000,000	
Products/ Completed Operations Aggregate Limit	\$ INCLUDED	
Personal and Advertising Injury Limit	\$ EXCLUDED	Any One Person Or Organization
Each Occurrence Limit	\$ 1,000,000	
Damage To Premises Rented To You Limit	\$ 100,000	Any One Premises
Medical Expense Limit	\$ 5,000	Any One Person

RETROACTIVE DATE (CG 00 02 ONLY)

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown here: _____ (Enter Date or "NONE" if no Retroactive Date applies)

BUSINESS DESCRIPTION AND LOCATION OF PREMISES

BUSINESS DESCRIPTION: Computer Programmers & Consultants

LOCATION OF ALL PREMISES YOU OWN, RENT, OR OCCUPY: ☒ Location address is same as mailing address.

1. 800 E. Dimond Blvd #3-650
Anchorage AK 99515-
- 2.

Additional locations (if any) will be shown on form S170, Commercial General Liability Coverage Part Declarations Extension.

LOCATION OF JOB SITE (If Designated Projects are to be Scheduled):

CODE # -	CLASSIFICATION	*	PREMIUM BASIS	RATE		ADVANCE PREMIUM
				Prem/ Ops	Prod/ Comp Ops	
41675 - Computer Consulting or Programming - Products/ Completed Operations are subject to the General Aggregate limit	P		106,000	3.541	INCLUDED	500 MP INCLUDED
49950 - Additional Insured - All Other - CG2011	T		1	INCLUDED		INCLUDED

*** PREMIUM BASIS SYMBOLS**

a = Area (per 1,000 sq. ft. of area)	o = Total Operating Expenditures (per \$1,000 Total Operating Expenditures)	s = Gross Sales (per \$1,000 of Gross Sales)
c = Total Cost (per \$1,000 of Total Cost)	p = Payroll (per \$1,000 of Payroll)	t = See Classification
m = Admissions (per 1,000 Admissions)		u = Units (per unit)

+ = Products/ Completed Operations are subject to the General Aggregate Limit

PREMIUM FOR THIS COVERAGE PART \$ 500

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:
Refer to Schedule of Forms and Endorsements

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

3150 (07/09)

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IM 19-097

Alaska Business License #

407822

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

E-TERRA, LLC.

800 E DIMOND BLVD. SUITE 3-650 ANCHORAGE AK 99515

owned by

E-TERRA, LLC

is licensed by the department to conduct business for the period

November 16, 2015 through December 31, 2017
for the following line of business:

54 - Professional, Scientific and Technical Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Chris Hladick



Matanuska-Susitna Borough Business License #: 11036

350 E. Dahlia Ave, Palmer, Alaska 99645

Effective Date: January 01, 2015

Expiration Date: December 31, 2016.

**This license must be prominently displayed.
It is not transferable or assignable.**

This license shall not be taken as permission to do business in the State without having complied with the other requirements of the laws of the State of Alaska or the United States.

DEPARTMENT OF FINANCE

**E-TERRA LLC
E-TERRA LLC
800 E DIMOND BLVD STE 3-650
ANCHORAGE AK 99515**

**Business Location(s): 800 E DIMOND BLVD #3-650
4900 Palmer Wasilla HWY STE 102-10**

Matanuska-Susitna Borough
350 E. Dahlia Avenue, Palmer Alaska 99645-6488
Phone (907) 861-7891 • Fax (907) 861-8412

ELECTRONIC TRANSFER ENROLLMENT AUTHORIZATION
~SEE INSTRUCTIONS ON NEXT PAGE OR BACK SIDE OF THIS PAGE~

SECTION A (To be completed by the employee/vendor)

Type of Enrollment Action:

☐ NEW EMPLOYEE ☒ NEW VENDOR ☐ CURRENT EMPLOYEE ☐ CURRENT VENDOR
☒ SET-UP NEW ACH ACCOUNT ☐ CHANGE EXISTING ACCOUNT INFO. ☐ CANCEL

EMPLOYEE/VENDOR NAME E-Terra, LLC

As on Bank Account—PLEASE PRINT CLEARLY

ADDRESS 800 E Dimond Blvd, Suite 3-650 Anchorage, AK 99515 PHONE 907-562-1500

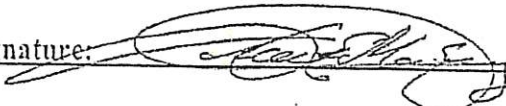
SECTION B (To be completed by the employee/vendor)

☒ I hereby authorize the Matanuska-Susitna Borough to provide for electronic transfer of payment due for goods and services in the account(s) designated below. This authority is to remain in full force and effect until I give written notification of its termination in such time and in such manner as to afford the Borough reasonable opportunity to act on it.

☐ I hereby cancel my electronic transfer authorization.

<u>First National Bank Alaska</u>		<u>Alaska</u>
FINANCIAL INSTITUTION		STATE
Transit/Routing No. <u>125200060</u> Please see next page for help on transit/routing/account numbers		
Account No. <u>Redacted</u> <input checked="" type="checkbox"/> checking <input type="checkbox"/> savings		
<input type="checkbox"/> Transfer in full <input type="checkbox"/> Transfer only this amount _____		

→→ Please attach a deposit slip verifying your name and account information ←←

Signature: 

Date: 11/14/2016

Matanuska-Susitna Borough
350 E. Dahlia Avenue, Palmer Alaska 99645-6488
Phone (907) 861-7801 • Fax (907) 861-8412

Date _____
Name E-Terra, LLC
Address 800 E. Dimond Blvd. #3-650
Anchorage, AK 99515

(SIGN HERE FOR LESS CASH IN TELLER'S PRESENCE)



First National Bank

A L A S K A

Member FDIC

89-6/1252

Deposits accepted subject to the
rules and regulations of this bank.
Deposits may not be available for
immediate withdrawal.

DEPOSITS TO
☐ CHECKING ☐ SAVINGS
☐ CERTIFICATES

CURRENCY ▲

COIN ▲

CH
E
C
K
S

SUBTOTAL ▲

LESS CASH
RECEIVED ▲

\$

Tran Code

Account #

Redacted