



PACIFIC CITY COUNCIL AGENDA
Council Chambers - City Hall. 100 3rd Ave. SE

December 7, 2015
Monday

Workshop
6:30 p.m.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- 4. OATHS OF OFFICE**

- A. Mayor Leanne Guier**
- B. Council Member Katherine Garberding**

5. DISCUSSION ITEMS

- (2) **A. AB 15-169: Resolution No. 2015-304:** Authorizing the execution of an agreement with Northstar Chemical, Inc., in the amount of \$19,375.00 for the purchase of sodium hydroxide for controlling the water chemistry within the water supply system. (10 min.)
(Lance Newkirk)
- (27) **B. AB 15-163: Ordinance No. 2015-1919:** Amending sections 6.05.030, 6.35.010, 6.35.012, and 6.35.020 of the Pacific Municipal Code relating to Animal Control in the City of Pacific. (10 min.)
(John Calkins)
- (38) **C. AB 15-170: Resolution No. 2015-305: Authorizing the execution** (10 min.)
An agreement with Jaymarc AV in the amount of \$60,924.35 for the purchase and installation of a new audio visual system in the City Council chambers.
(Richard Gould)
- (83) **D. AB 15-171: Ordinance No. 2015-1920:** Adopting the 2016 Budget, (15 min.)
First Reading.
(Richard Gould)
- (89) **E. AB 15-172: Discussion:** Approving the submittal of a membership (10 min.)
application for National League of Cities for the City of Pacific.
(Mayor Guier)

6. ADJOURN



Agenda Bill No. 15-169

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: December 7, 2016
SUBJECT: Sodium Hydroxide Purchasing Agreement

ATTACHMENTS:

- Resolution 2015-304
- Bid Tabulation Sheet
- Northstar Chemical Inc. Bid Proposal Sheet and Signature Page

Previous Council Review Date: N/A

Summary: Sodium hydroxide is an integral part of the drinking water treatment process. It is used to adjust pH values to maintain a non-corrosive and stable water chemistry throughout the water distribution system. The City expects to purchase approximately 125,000 wet pounds of a 25% sodium hydroxide solution in 2016.

Bids were requested from three (3) suppliers (Northstar Chemical, Pacific Coast Chemicals Company, and Univar) a twelve (12) month contract with a proviso to extend the contract with two additional one-year options. One (1) bid was received. Northstar Chemical Inc. provided a bid of \$0.155 per wet lb. This equates to an estimated annual expense of \$19,375 in 2016 based upon the City using 125,000 wet pounds of sodium hydroxide ($\$0.155 \times 125,000$ wet lbs. = \$19,375).

Recommendation/Action: Staff recommends Council approve Resolution No. 2015-304 and vote to authorize the Mayor to sign the contract attached as Exhibit A hereto, with Northstar Chemical, Inc. to provide the City with 125,000 wet pounds of sodium hydroxide for \$19,375.00.

Motion for Consideration: Move to approve Resolution No. 2015-304, AWARDING THE BID FOR PURCHASE AND DELIVERY OF SODIUM HYDROXIDE TO THE PACIFIC WELL FIELD FOR CONTROLLING THE WATER CHEMISTRY WITHIN THE WATER SUPPLY SYSTEM AND VOTE TO AUTHORIZE THE MAYOR TO SIGN THE CONTRACT WITH NORTHSTAR CHEMICAL, INC. TO PROVIDE THE CITY WITH 125,000 WET POUNDS OF SODIUM HYDROXIDE FOR \$19,375.00.

Budget Impact: The cost is based on an estimated annual sodium hydroxide demand of 125,000 gallons. Because the annual usage may vary depending on the quantity of the water treated, the annual cost may vary also. The 2016 operating budget projects sufficient funds to cover purchases above 125,000 gallons and will be purchased at a unit price of \$0.155 .per wet pound.

Alternatives: None.

**CITY OF PACIFIC,
WASHINGTON**

RESOLUTION NO. 2015-304

**A RESOLUTION OF CITY OF PACIFIC, WASHINGTON,
AWARDING THE BID FOR PURCHASE AND DELIVERY
OF SODIUM HYDROXIDE TO THE PACIFIC WELL
FIELD FOR CONTROLLING THE WATER CHEMISTRY
WITHIN THE WATER SUPPLY SYSTEM.**

WHEREAS, the City of Pacific requires the purchase of sodium hydroxide to control the water chemistry of its water supply; and

WHEREAS, the required sodium hydroxide was competitively bid on October 19, 2015 for the bulk purchase of sodium hydroxide for Fiscal Year 2016; and

WHEREAS, one (1) bid was received and opened on October 28, 2015; and

WHEREAS, the lowest and only bid received was from Northstar Chemical Inc. at the cost of \$0.155 per wet lb. for sodium hydroxide; and

WHEREAS, the estimated expenditure for the purchase of sodium hydroxide in 2016 is \$19,375; and

WHEREAS, the funding for this chemical usage is to be provided for in the 2016 water utility operating budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AS FOLLOWS:

Section 1. The bid for Sodium Hydroxide listed above is hereby accepted.

Section 2. The contract is awarded to Northstar Chemical Inc.

Section 3. The City Council hereby authorizes the Mayor to execute the the Contract attached to Resolution as Exhibit A with Northstar Chemicals in the amount of \$19,375.00.

Section 4. This Resolution shall take effect and be in full force upon passage and signatures hereon.

APPROVED BY THE CITY COUNCIL ON December 14, 2015.

LEANNE GUIER, MAYOR

ATTEST:

AMY STEVENSON-NESS, CITY CLERK

Approved as to form:

CAROL MORRIS, CITY ATTORNEY

Bid Sheet: Sodium Hydroxide

Item	Estimated Usage	Description	Unit of Measure	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	125,000 Lb	25% Sodium Hydroxide solution delivered in 1,200-1,700-gallon lots to the Pacific Well Field, Algona, Washington.	Wet Lb.	\$0.155	\$18,375.00	No bid	N/A	No bid	N/A

<i>Northstar Chemical</i>	<i>Pacific Coast Chemicals Company</i>	<i>Univar USA</i>
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CITY OF PACIFIC

100 3RD AVENUE SOUTHEAST
PACIFIC, WASHINGTON 98047
CITY HALL (253) 929-1100
FAX (253) 939-6026

Request for Bids Chemicals for Pacific Well Field

Submittal Deadline: 2:30 p.m., Pacific Time, Wednesday, October 28, 2015

Submittal Delivery: The City is now accepting e-mailed bid submittals sent to jschunke@ci.pacific.wa.us. Please include the Bid Number WQ15-001 in the subject line of your e-mailed bid. Bids are subject to the submittal deadline noted. The time of e-mail receipt will be considered as the time of submittal.

Estimate Quantity for 2016: 125,000 Wet Pounds

1. BACKGROUND

City of Pacific Water Division is soliciting bids to establish a contract with a qualified vendor to supply 25-percent sodium hydroxide for City's Well Field. A purchase order will be awarded to the lowest responsive and responsible bidder based on price, product quality, and availability.

2. CONTACT

For technical questions pertaining to these specifications, contact Jim Schunke, (253) 929-1116.

3. CONTRACT TERM

The successful bidder shall be awarded a one-year contract for the purchase, delivery, and offload of 25-percent sodium hydroxide. The contract term shall be January 1, 2016 to December 31, 2017, with the option to extend the contract two additional one-year options available upon the mutual consent of both parties.

4. RESPONSIVENESS

Bid proposals must provide sixty (60) days for acceptance by City from the due date for receipt of submittals. All bid proposals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The bidder is specifically notified that failure to comply with any part of the RFB may result in rejection of the bid proposal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed by the City to be immaterial. The City also reserves the right to not award a contract or to issue subsequent RFB's.

The final selections, if any, will be that bid proposal which, in the sole judgment of City, after review of all submissions, best meets the requirements set forth in the RFB.

5. TERMINATION OF CONTRACT

The City reserves the right to cancel the contract for any reason and/or without cause within ten (10) days written notice to the vendor.

6. PRICING

Unit or lump sum prices shall be all inclusive and bid as FOB destination, freight pre-paid and allowed. Surcharges of any type will not be allowed. Pricing shall be fixed throughout the term of the initial contract. The bid pricing shall include costs of bid preparation and servicing of the account.

The Supplier shall submit all proposed price adjustments 60 days prior to the contract renewal date and, if the price adjustment is approved by the City of Pacific, it shall remain a fixed price for that renewal year. Written requests for price changes should be directed to the Public Works Department, 100 3rd Avenue SE, Pacific, WA 98047.

7. ESTIMATED QUANTITY

The Bidder shall base their bid price on the estimated quantity shown on the attached bid proposal price sheet. This quantity is provided as an estimate only. The actual purchased quantity may increase or decrease as operating requirements dictate. Deliveries will be in accordance with the "Purchase Order Release" on an as-needed basis.

The City of Pacific reserves the right to increase or decrease the amount of chemical purchased based on well operations. It is anticipated that the well field will operate through at least 2016. During well operation, sodium hydroxide deliveries are expected to be roughly once a month. At this time, the City of Pacific cannot predict if the wells, and therefore sodium hydroxide deliveries, will be required in 2017.

8. TECHNICAL REQUIREMENTS

Twenty-five (25) percent sodium hydroxide furnished under these specifications shall be in accordance with AWWA Standard B501, of latest revision.

Twenty-five (25) percent sodium hydroxide shall be bid on a wet-pound basis and delivered to the well field site in partial or mini-bulk loads. There is one 1,800-gallon tank at the site. Typical loads range from 1,200 gallons to 1,700 gallons. Full bulk loads cannot be accepted.

9. QUALITY

City of Pacific personnel may reject chemicals if they find the chemical product to be defective or unacceptable for use. Acceptance or rejection of chemicals will be solely at the discretion of City of Pacific personnel and may be contingent on the results of onsite testing of samples. Any required samples shall be collected from the delivery vehicle by the driver. The samples will be considered representative of the lot. City of Pacific reserves the right to spot-check treatment chemical samples using the methods outlined in the American Water Works Association (AWWA) chemical standards or specialty testing. Unsatisfactory results may be grounds for rejection or termination of contract.

All chemicals provided shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with National Sanitation Foundation (NSF) and American National Standards Institute (ANSI) Standard 60, Drinking Water Treatment Chemicals – Health Effects. Failure to comply with this requirement may, at the discretion of the City, be grounds to reject the bid and consider it nonresponsive.

10. SITE LOCATION

Deliveries will be made to Pacific's Well Field corrosion control facility located at 521 Ellingson Road, Algona, Washington. The nearest cross street is Pacific Avenue North.

Consideration shall be made for the Supplier's stated ability to easily offload liquid chemicals at the facility. *Inspection of the site is encouraged prior to submitting bids.*

11. DELIVERY

Deliveries of water treatment chemicals shall be on an as-needed basis. All deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m., Pacific Time. The site is not continuously staffed, so Supplier shall contact City of Pacific's water manager or crew lead at least 1 hour prior to coordinate delivery.

Supplier is expected to maintain sufficient chemical quantities on hand; deliveries shall be made within *four (4)* business days of order placement by City of Pacific.

If the Supplier cannot, for any reason, deliver chemicals ordered by Pacific and an excessive delay results, Pacific reserves the right to immediately purchase water treatment chemicals from other suppliers.

The Supplier shall be fully responsible for the safe delivery and offloading of the chemical in accordance with all local, state, and federal laws as well as the requirements stated within these bid documents. The delivery vehicle shall meet all Federal and Washington State Department of Transportation requirements, including the proper display of hazardous material placards. The delivery vehicle shall contain at least two means of communications (e.g., mobile phone and two-way radio) capable of reaching the company dispatch center or local emergency response authorities.

12. OFF LOADING LIQUID CHEMICALS

The transfer of liquid chemicals from the cargo trailer shall be the responsibility of the Supplier and the cargo trailer operator. The cost of offloading liquid chemicals shall be borne by the Supplier.

Supplier shall make deliveries of liquid chemicals in single-unit cargo trailers dedicated only to transporting the specific chemical ordered or food grade products.

The cargo trailer shall be equipped with an appropriate air compressor and/or pumping system to effectively and safely transfer chemical to the storage tank(s). The failure of the Supplier or cargo trailer operator to provide an operational chemical transfer system shall be considered adequate justification for rejection of deliveries. The cargo trailer unloading hose shall be at least

50 feet long with a 2-inch quick-connect coupling compatible with the coupling located at the treatment facility.

13. SPILLS

The driver of the delivery vehicle shall be trained to respond to uncontrolled chemical releases and shall possess appropriate personal protective equipment suitable for the chemical being transported. In the event of a leak or spill caused by the Supplier or cargo trailer operator during delivery, the Supplier or cargo trailer operator shall be responsible to limit the release of chemical; contain any spilled chemical; clean up any spilled chemical; clean up any contaminated facility, land, waterway or aquifer, structure, or vehicle; and collect and dispose of contaminated material and pay associated costs. The Supplier shall also be responsible for costs to repair or restore and contaminated equipment, structures, land, waterway, or aquifer. The Supplier shall be responsible for timely reporting any spills to the appropriate government authority.

14. PAYMENT

Payments will be made regularly against invoices submitted by the Supplier for chemicals delivered according to the rate based off the Supplier's bid submittal. The total price charged to Pacific shall be the product of the unit price and the quantity delivered. No other fees or surcharges – including minimum delivery charges, fuel surcharges, or any other surcharges – shall be billed to City of Pacific.

The sodium hydroxide to be purchased by Pacific meets Washington State sales tax exemption criteria. A copy of Pacific's Washington State Department of Revenue Reseller Permit will be provided to the successful Bidder. Other applicable taxes and fees, such as the Washington State Hazardous Substance Tax, shall be the responsibility of the Supplier. Submit all invoices for payment via hardcopy or email to the following:

City of Pacific
Attn: Accounts Payable
100 3rd Avenue SE
Pacific, WA 98047
accountspayable@ci.pacific.wa.us

Each invoice shall be clearly marked with the identification number of the corresponding bill of lading. Units of measure used on invoices shall match those used on the bills of lading and the units used in the contract. Invoices shall include the department name, identification number, order number, shipment date, delivery address, manufacturer product identification, quantity delivered, and contracted price.

**WQ15-001 Bid Proposal Sheet
Sodium Hydroxide for the Pacific Well Field**

Item	Estimated Usage	Description	Unit of Measure	Unit Price	Total
*All pricing shall be based on delivery FOB Destination Prepaid and Allowed to each location listed. *Sales tax is not applicable.					
1	125,000 Lb	25% Sodium Hydroxide solution delivered in 1,200-1,700-gallon lots to the Pacific Well Field, Algona, Washington.	Wet Lb.	.155	\$19,375

NOTE:

All chemicals provided shall be certified by an accredited certification organization as being in full compliance with NSF/ANSI Standard 60 for Drinking Water Treatment Chemicals – Health Effects.

SIGNATURE PAGE

CITY OF PACIFIC DEPARTMENT OF PUBLIC WORKS

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

The City is now accepting e-mailed bid submittals sent to jschunke@ci.pacific.wa.us. Please include the Bid Number in the subject line of your e-mailed bid. Bids are subject to the submittal deadline noted in the bid solicitation document. The time of e-mail receipt will be considered as the time of submittal.

REQUEST FOR QUOTATION - SPECIFICATION NO. WQ15-001

Sodium Hydroxide Supply for Southeast Wells

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

Non-Collusion Declaration

The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).

By signing below, Bidder certifies that he/she has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

Northstar Chemical Inc.
(Name of Firm) Corporation Partnership Individual
By: Ross Fletcher 503-625-3770
(Authorized Official) (Phone No.)
14200 SW Tualaha Sherwood Rd. 503-625-1478
(Address) (Fax No.)
Sherwood OR 97140 r.fletcher@northstarchemical.com
(City State, Zip Code) (e-mail address)

(State Contractors No.) (Expiration Date)

(State License No.) (Federal ID Number)

Addendum acknowledgement (when applicable) #1 _____ #2 _____ #3 _____

NOTE: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.

CONTRACT - SUPPLIES

THIS AGREEMENT made and entered into in triplicate by and between the City of Pacific, a Municipal Corporation hereinafter called the "City", and Enter vendor name herein after called the "Supplier."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

- I. The Supplier shall supply all goods, equipment, materials, and supplies, and perform all work and services incidental thereto, in accordance with and as described herein and in the Contract Documents, which include the Request for Bids, Bid Proposal Sheet, Signature Page, Contract - Supplies, Standard Terms and Conditions, a second Standard Terms and Conditions and any addenda thereto (hereafter Specifications), together with all other attachments hereto, which are by this reference incorporated herein and made a part hereof.

Specification No. WQ15-001

Project: Chemicals for Pacific Well Field

Contract Total: \$ 18,375.00

The Supplier shall provide and bear the expense of supplying all goods, equipment, materials, and supplies, as well as all work and labor of any sort whatsoever that may be required or incidental to such goods, equipment, materials and supplies as provided for in this Agreement and every part thereof, except such as are mentioned in the Specifications to be furnished by the City of Pacific.

- II. The Supplier acknowledges, and by signing this Agreement agrees, that the Indemnification provisions set forth in the Specifications, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Agreement and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
- III. The Supplier, for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Supplier.
- IV. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein.
- V. The Supplier agrees to accept as full payment hereunder the amounts specified in the Submittal, and the City agrees to make payments at the times and in the manner and upon the terms and conditions set forth in said Submittal, as modified and superseded by the Specifications.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this Enter date day of Enter month, Enter year.

CITY OF PACIFIC

PRINCIPAL: Northstar Chemical, Inc.

By: _____

By: [Signature]

Print Name: _____

Print Name: Sam Chung

Telephone Number: _____

Title: President

APPROVED AS TO FORM:

By: _____

City Attorney

CITY OF PACIFIC
STANDARD TERMS AND CONDITIONS
SECTION 1 – SOLICITATION

THE FOLLOWING TERMS AND CONDITIONS ARE PART OF THIS CONTRACT AND ARE BINDING ON ALL RESPONDENTS SUBMITTING RESPONSES TO REQUESTS FOR BIDS, PROPOSALS, QUALIFICATIONS AND INFORMATION.

1.01 DELIVERY OF SUBMITTALS TO THE CITY'S PUBLIC WORKS DEPARTMENT

Submittal packages must be received by the City's Public Works Department, City of Pacific, 100 3rd Avenue SE, Pacific, WA 98047, prior to the scheduled time and date stated in the solicitation announcement. ~~Each submittal, intact and bound, shall be completely sealed, with the name of the submitting party (hereinafter "Respondent"), the specification number and title clearly marked on the exterior of the package.~~ City offices are not open for special mail or other deliveries on weekends and City holidays.

Faxed or electronic submittals are accepted, however, the City accepts no responsibility for transmission errors. Submittals may be delivered to the City by mail or in person; however, the Respondent is solely responsible for timely delivery of its submittal to the Public Works Department.

~~Facsimile (fax) copies of submittals for requests for sealed bids, requests for proposals, requests for qualifications and requests for information will not be accepted at any City fax machine.~~

~~Submittals received after the time and date stated in the solicitation announcement will not be accepted and will be returned, unopened, to the Respondent.~~

For purposes of determining whether a submittal has been timely received, the City's Public Works Department may rely on Universal Coordinated Time from the National Bureau of Standards as reported by <http://wwp.greenwichmeantime.com/>

1.02 WITHDRAWAL OF SUBMITTALS

A. Prior to Submittal Deadline (Bid Opening)

Submittals may be withdrawn prior to the scheduled submittal deadline by providing written notice to the City's Public Works Department. The notice may be submitted in person or by mail; however, it must be received by the City's Public Works Department prior to the submittal deadline.

B. After Submittal Deadline

No submittal can be withdrawn after having been opened as set forth in the solicitation announcement, and before the actual award of the contract, unless the award is delayed more than 60 calendar days beyond the date of opening. If a delay of more than 60 calendar days does occur, the Respondent must submit written notice to the Public Works Manager that Respondent is withdrawing its submittal.

1.03 SUBMITTAL IS NON-COLLUSIVE

The Respondent acknowledges that by its delivery of a submittal to the City in response to this solicitation it represents that the prices in such submittal are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

1.04 OPENING AND ACCEPTANCE OF SUBMITTALS

Submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.

All submittals must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening.

1.05 RIGHT TO REJECT

The City of Pacific reserves the right to reject any and all submittals, waive minor deviations or informalities, and if necessary, call for new submittals.

A. Requests for Proposals (RFP)

By submitting a proposal in response to a City RFP, the Respondent acknowledges and consents to the below City rights and conditions. With regard to this procurement process, the City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions:

1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Respondents for any reason whatsoever.
2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Respondents.
3. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with this procurement process upon notice to the Respondents.
4. To supplement, amend or otherwise modify the RFP specifications, at any time upon prior notice to Respondents, including but not limited to modifications to the description of services and/or products contained in the RFP, by omitting services/products and/or including services/products not currently contemplated therein.
5. To request clarifications, additional information, and/or revised submittals from one or more Respondents.
6. To conduct investigations with respect to the qualifications and experience information for each Respondent included in a submittal and to request additional evidence to support any such information.
7. To eliminate any Respondent that submits an incomplete or inadequate response, or is non-responsive to the requirements of the RFP specifications, or is otherwise deemed to be unqualified during any stage of the procurement process.
8. To select and interview a single finalist or multiple finalists for the purpose of promoting the City's evaluation of submittals provided in response to the RFP specifications. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all respondents in connection with this RFP process.
9. To discontinue contract negotiations with a selected Respondent and commence such negotiations with another respondent, except as otherwise provided in Chap. 39.80, RCW.
10. To select and enter into a contract with one or more Respondents whose submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of the RFP specifications.
11. To take any other action affecting the RFP specifications or the procurement process that is determined to be in the City's best interests.
12. In the event the City receives questions concerning RFP specifications from one or more Respondents prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Respondents.
13. Neither the City, its officials, staff, agents, employees, representatives, nor consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

1.06 EVALUATION OF SUBMITTALS

The City of Pacific reserves the right to award to the lowest and best responsible Respondent(s) delivering a submittal in compliance with the specification documents, provided such submittals are reasonable and are in the best interest of the City to accept. The City may use a number of criteria for determining award. Respondents who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.

A. Evaluation Factors

The following may be used by the City in determining the lowest and best responsible submittal:

1. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
2. Time of delivery and/or completion of performance (delivery date(s) offered).
3. Warranty terms.
4. Quality of performance of previous contracts or services, including safety requirements.
5. Previous and existing compliance with laws and ordinances relating to contracts or services.
6. Sufficiency of financial resources.
7. Quality, availability and adaptability of the supplies or services to the particular use required.
8. Ability to provide future maintenance and service on a timely basis.
9. Location of nearest factory authorized warranty repair facility or parts dealership.
10. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications and skill to perform the contract or provide the services required.

All other elements or factors, whether or not specifically provided for in this Specification, which would affect the final cost to, and the benefits to be derived by, the City, may be considered in determining the award of the contract. The final award decision will be based on the best interests of the City.

B. Cash Discount

Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.

1.07 COMPLETION OF CITY FORMS

All submittals must be completed in ink or typewritten using the forms included with this Specification, and submitted exactly as specified.

City forms requiring signature must be signed in ink by an authorized officer, employee or agent of the Respondent. Prices must be stated in figures. Corrections shall be initialed in ink by the person signing the submittal. Prices having erasures or interlineations (cross outs) will not be accepted unless initialed in ink by the Respondent.

1.08 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

The City reserves the right to correct obvious errors in the Respondent's submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

1.09 CLARIFICATION OF SPECIFICATION

Questions regarding this Specification and/or any included terms, conditions, forms, plans or drawings are to be submitted in writing to the City staff person identified as the contact for this Specification. All requests for interpretation must be received by the City no later than five business days prior to the opening date.

Any interpretation of this Specification will be made by addendum duly issued and posted to the City website at <http://www.pacificwa.gov/>. Such addendum must be acknowledged in the submittal. The City of Pacific will not be responsible for any other explanation or interpretation of the specification documents.

1.10 ALTERATIONS NOT ALLOWED

Except as otherwise specifically provided in the specification documents, submittals that are incomplete or conditioned in any way, contain erasures, alternatives or items not called for, or not in conformity with law, may be rejected as being non-responsive. Any attempt to condition the submittal by inserting exceptions to the Specification or any conditions, qualifications or additions that vary its terms may result in rejection of the submittal. The City cannot legally accept any submittal containing a material deviation from the Specifications.

1.11 INSERTION OF MATERIAL CONFLICTING WITH SPECIFICATIONS

Only material inserted by the Respondent to meet requirements of the specification documents will be considered. Any other material inserted by the Respondent will be disregarded by the City of Pacific as being non-responsive and may be grounds for rejection of the submittal.

1.12 FIRM PRICES/ESCALATION

Except as specifically allowed elsewhere in the specification documents, only firm prices will be accepted.

1.13 SHIPPING

Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Respondent until delivery is tendered.

1.14 LEGAL HOLIDAYS

The City of Pacific observes the following holidays, which shall apply to performance of all contracts awarded from this solicitation:

New Year's Day	January 1 st
Martin Luther King's Birthday	3 rd Monday in January
Presidents Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Day after Thanksgiving	4 th Friday of November
Day before Christmas	December 24 th
Christmas Day	December 25 th

When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for the City of Pacific.

1.15 TAXES

Unless otherwise required in this Specification, applicable federal, state, city and local taxes shall be included in the submittal as indicated below. The total cost to the City, including all applicable taxes, may be the basis for contract award determination. As used herein, the term "taxes" shall include any and all

taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.

A. Federal Excise Tax

The City of Pacific is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If the Respondent fails to include any applicable tax in its submittal, then Respondent shall be solely responsible for the payment of said tax.

B. State and Local Sales Tax

The City of Pacific is subject to Washington state sales tax. It is the Respondent's obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.

C. City of Pacific Business and Occupation Tax

It is the Respondent's obligation to include City of Pacific Business and Occupation tax in the unit and/or lump sum prices submitted; this shall not be not shown separately on the submittal.

Chapter 3 of the City of Pacific Municipal Code provides that all transactions with the City of Pacific, wherever consummated, are subject to the City of Pacific's Business and Occupation Tax.

It is the responsibility of the Respondent awarded the contract to register with the City of Pacific's Tax and License Division, 100 3rd Avenue SE, Pacific, WA 98047, telephone 253-929-1104, website <http://www.pacificwa.gov/>.

D. Any or All Other Taxes

Any or all other taxes are the responsibility of the Respondent unless otherwise required by law.

1.16 WASHINGTON BUSINESS LICENSE REQUIREMENT

All submittals should include a Washington State Business License number in the space provided on the Submittal Signature Page. If the recommended respondent does not have a Washington State Business License at the time of submittal, it must obtain such license and provide proof thereof to the City of Pacific prior to contract award. Failure to include a Washington State Business License may be grounds for rejection of the submittal. Information regarding Washington State Business Licenses may be obtained at <http://www.dol.wa.gov/businesses.htm>.

1.17 PUBLIC DISCLOSURE

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

1.18 PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION

If the Respondent considers any submittal document to be protected from disclosure under the law, the Respondent shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

If a request is made for disclosure of such identified documents or portions thereof, the City will notify Respondent of the request and impending release and allow the Respondent 10 days to take whatever action it deems necessary to protect its interests. The City will cooperate with any legal action initiated by the Respondent to prevent release; provided that all expense of such action shall be borne solely by the Respondent, including any damages, attorney's fees or costs awarded and Respondent shall indemnify City against same. If the Respondent fails or neglects to take such action within said period, the City will

release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Respondent to the foregoing procedure and the Respondent shall have no claim against the City on account of actions taken pursuant to such procedure. submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal.

1.19 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The City of Pacific ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from its federally assisted programs and activities.

1.20 LEGAL DISPUTES

Respondent agrees and stipulates that in the event any litigation should occur concerning or arising out of this solicitation or any submittal delivered in response hereto, the sole venue of any such legal action shall be the King County Superior Court of the state of Washington and the interpretation of the terms of the solicitation and submittal shall be governed by the laws of the state of Washington.

1.21 PURCHASE ORDER TERMS AND CONDITIONS

Terms and conditions of City of Pacific purchase orders, if issued, shall apply to contracts and awards resulting from this solicitation.

1.22 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

Any Respondent who refuses to enter into a contract after it has been awarded to the Respondent will be in breach of the agreement to enter the contract, and the Respondent's certified or cashier's check or bid bond, if any, shall be forfeited.

1.23 AWARD

The City reserves the right to award contracts for any or all items to one or more respondents in the best interests of the City.

**CITY OF PACIFIC
STANDARD TERMS AND CONDITIONS
SECTION 2 – SUPPLIES**

UNLESS OTHERWISE REQUIRED BY THE SPECIFICATION OR AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT.

2.01 SUPPLIER

As used herein, the "Supplier" shall be the Respondent(s) awarded a contract pursuant to this Specification, whether designated as a Respondent, Seller, Vendor, Proposer, Bidder, Contractor, Merchant, Service Provider or otherwise.

2.02 ENTIRE AGREEMENT

This Specification, purchase orders issued by the City pursuant hereto, and the Supplier's submittal, in that order of precedence, shall constitute the "Contract" between the parties. Said documents represent the entire agreement between the parties and supersede any prior oral statements, discussions or understandings between the parties, and/or subsequent Supplier invoices. No modification of this Contract shall be effective unless mutually agreed in writing.

2.03 APPROVED EQUALS

Unless an item is indicated as "No substitute," special brands, when named, are intended to describe the standard of quality, performance or use desired. Equal items will be considered by the City, provided that the Supplier specifies the brand and model, and provides all descriptive literature, independent test results, specification sheets, schematic drawings, photographs, product samples, local servicing, parts availability, etc., to enable the City to evaluate the proposed equal. Performance testing in the field may be required.

The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by the Supplier to be an "equal," the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at the Supplier's expense.

When a brand name or level of quality is not stated in the Supplier's submittal, it is understood the Supplier's submittal shall exactly confirm with those required in this Contract. If more than one brand name is stated in this Specification, Supplier(s) must indicate the brand and model/part number to be supplied.

2.04 PRICE, RISK OF LOSS, DELIVERY

A. Firm Prices/Risk of Loss

All prices shall remain firm during the term of this Contract. All prices shall be FOB, the place of destination (as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Supplier until delivery is tendered.

B. Delivery

Delivery will be to the designated addresses set forth in this Contract. Deliveries shall be as specified in the Request for Bids. Failure to make timely delivery shall be cause for termination of the order and return of all or part of the items at Supplier's expense except in the case of force majeure.

2.05 PACKING SLIPS, SHIPPING NOTICES AND INVOICES

Packing slips and shipping notices shall be delivered as specified in the Request for Bids.

2.06 PAYMENT TERMS

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. Payment will not be considered late if mailed or electronically disbursed within the time specified. Payment(s) made in accordance with this Contract shall fully compensate the Supplier for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Supplier. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained, and a properly completed invoice is received by the City. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

2.07 INCREASE OR DECREASE IN QUANTITIES

The City reserves the right to increase or decrease the quantities of any item awarded pursuant to this Contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

2.08 EXTENSION OF CONTRACT

This Contract shall be subject to extension as specified in the Request for Bids.

2.09 ADDITIONAL CITY CONTRACTS

During the term of this Contract, other City of Pacific Departments/Divisions shall have the right to enter into contracts or issue purchase orders based on the unit prices stated in this Contract.

2.10 COMPARATIVE PRICING

If at any time during the term of this Contract, the Supplier reduces prices to other buyers purchasing approximately the same quantities stated on this Contract, the Supplier will immediately notify the City of Pacific purchasing manager of such fact, and the price(s) for future orders hereunder shall be reduced accordingly.

2.11 CHANGES

The City at any time by written change order may make reasonable changes in the place of delivery, installation or inspection, the method of shipment or packing, identification and ancillary matters that the Supplier may accommodate without substantial additional expense.

2.12 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on this Contract in accordance with the terms and prices indicated herein if all parties are agreeable. Each public agency shall formulate a separate contract with the Supplier, incorporating the terms and conditions of this Contract with the City of Pacific. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be the Supplier's responsibility to inform such public agencies of this Contract. Supplier shall invoice such public agencies as separate entities.

2.13 WARRANTIES/GUARANTEE

Suppliers warrant that all items: are merchantable; comply with the City's latest drawings and specifications; are fit for the City's intended use; are new and unused unless otherwise stated; comply with all applicable safety and health standards established for such products by the Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA) and/or Consumer Products Safety Act, and all other applicable state and federal laws or agency regulations; are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

2.14 PATENTS, TRADEMARKS AND COPYRIGHTS

The Supplier warrants that the equipment and/or materials furnished pursuant to this Contract do not infringe on any patent, trademark or copyright, and agrees to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

2.15 DEFAULT

In the event of material default by the Supplier on any of the conditions of this Contract, the Supplier agrees that the City may, at its election, procure the goods or services from other sources, and may deduct from the unpaid balance due the Supplier, or collect against the bond or security (if any), or may invoice and recover from the Supplier all costs paid in excess of the price(s) set forth in this Contract. The prices paid by the City in good faith shall be considered the prevailing market price at the time such purchase is made.

2.16 TAXES, LICENSES, PERMITS

Unless otherwise required by applicable law, the tax provisions in Section 1 - Solicitation apply to this Contract. Except for state sales tax, the Supplier acknowledges that it is responsible for the payment of all taxes applicable to this Contract and the Supplier agrees to comply with all applicable laws regarding the reporting of income, maintenance of records and all other requirements and obligations imposed pursuant to applicable law.

The Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The Supplier shall obtain a business license as required by Pacific Municipal Code Chapter 5.02 and shall pay business and occupation taxes as required by Pacific Municipal Code Chapter 5.02.

If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of this Contract, the Supplier agrees to hold the City harmless from such costs, including attorney's fees. In the event the Supplier fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then the Supplier authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Supplier's total compensation.

2.17 FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS

Supplier shall comply with all federal, state, municipal and/or local laws and regulations in the performance of all terms and conditions of this Contract. The Supplier shall be solely responsible for all violations of the law from any cause in connection with its performance of work under this Contract.

2.18 NONDISCRIMINATION

The Supplier agrees to take all steps necessary to comply with all federal, state and City laws and policies regarding non-discrimination and equal employment opportunities. The Supplier shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical

handicap. In the event of non-compliance by the Supplier with any of the non-discrimination provisions of this Contract, the City shall be deemed to have cause to terminate this Contract, in whole or in part.

2.19 PREVAILING WAGES PAID – IF REQUIRED

If federal, state, local or any applicable law requires the Supplier to pay prevailing wages in connection with this Contract, and Supplier is so notified by the City, then the Supplier shall pay applicable Prevailing Wages.

2.20 CONFLICT OF INTEREST

No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Supplier shall comply with all federal, state and City conflict of interest laws, statutes and regulations. The Supplier represents that the Supplier presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains that would conflict in any manner or degree with the performance of the Supplier's services and obligations hereunder. The Supplier further covenants that, in performance of this Contract, no person having any such interest shall be employed.

2.21 RIGHT TO AUDIT

Upon City's request, the Supplier shall make available to City all accounts, records and documents related to this Contract for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under this Contract.

2.22 TERMINATION

The City reserves the right to terminate this Contract at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials or equipment previously furnished hereunder shall become its property.

2.23 INDEMNIFICATION – HOLD HARMLESS

The Supplier agrees to indemnify, defend and hold harmless the City of Pacific, its officers, agents and employees, from and against any and all liability which may accrue to or be sustained by the City of Pacific for any claim, suit or legal action made or brought against the City for the death of or injury to persons (including the Supplier's or subcontractor's employees), or damage to property involving the Supplier or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the performance of this Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, the Supplier recognizes it is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Pacific. By the Supplier's acceptance of this order, he/she agrees that this subsection has been mutually negotiated.

2.24 DISPUTE RESOLUTION

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the City's right to terminate authorized by this Contract.

2.25 ASSIGNMENT

The Supplier shall not assign, subcontract, delegate or transfer any obligation, interest or claim to or under this Contract without the prior written consent of the City.

2.26 WAIVER

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

2.27 SEVERABILITY AND SURVIVAL

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

2.28 CONFLICT WITH CONTRACT

In the event of any conflict between this document, Standard Terms and Conditions Section 2, Supplies, and the Professional Services Contract or other type of Contract (Contract) ultimately negotiated and entered into between Respondent and the City, the provisions of the Contract shall prevail. However, absent any such conflict the provisions of this document, Standard Terms and Conditions Section 2, Supplies, are fully incorporated into and considered part of the Contract.

2.29 INSURANCE

INSURANCE REQUIREMENTS OF SUPPLIER: The Supplier shall obtain at the Supplier's cost, and maintain in full force and effect during the term of the contract, insurance to meet the following. All carriers (except Workers Compensation) shall have a minimum A.M. Best rating of 'A' VII or better.

The insurance required shall be issued by an insurance company(s) authorized to do business within the State of Washington, and shall name the City of Pacific, its agents and employees, as additional insureds by endorsement under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The City of Pacific does not waive its right to subrogation against the Supplier, and the policy shall be so endorsed. The Supplier shall instruct the insurers to give the City of Pacific, 30-days advance notice of any insurance cancellation.

The Supplier shall submit to the City of Pacific, within 15-days of the contract effective date, a Certificate of Insurance, which outlines the coverage and limits defined in the Insurance section. Supplier shall submit renewal certificates as appropriate during the term of the contract.

SUBSUPPLIERS:

Supplier shall include all sub-Suppliers as insureds under its policies or shall furnish separate certificates and endorsements for each sub-Supplier. All coverages for sub-Supplier shall be subject to all of the same insurance requirements as stated herein for the Supplier. The Supplier is responsible for ensuring that all sub-Supplier meet all of the insurance requirements of the sub-Suppliers.

NO LIMITATION. Supplier's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Supplier to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

MINIMUM SCOPE OF INSURANCE

The Supplier shall obtain insurance at no cost to the city with the minimum following amounts:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles.
Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form

providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent Suppliers, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. If the Supplier will be conducting excavation or underground operations, then the Commercial General Liability insurance shall be endorsed for the Supplier's liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Supplier's Commercial General Liability insurance policy, and Umbrella policy, with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage. The Supplier's Commercial General Liability policy shall include Waiver of Transfer of Rights of Recovery Against Others to Us endorsement (CG 24 04 05 09) or equivalent coverage.
3. Workers' Compensation: The Supplier shall provide or purchase industrial insurance coverage prior to performing work under this contract. The City of Pacific will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Supplier or any sub-Supplier or employee of the Supplier which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Supplier; the Supplier shall indemnify the City of Pacific and guarantee payment of such amounts.
4. Pollution Liability Insurance: The Supplier will provide a Pollution Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity. This insurance shall be primary over any and all insurance the agency may have in place. Additionally, the Supplier is responsible for ensuring that any sub-Supplier provide adequate insurance coverage for the activities arising out of subcontracts. The Pollution Liability may be either a separate policy or an endorsement on the Supplier's General Liability Coverage.

MINIMUM AMOUNTS OF INSURANCE

Supplier shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 per project aggregate and a \$2,000,000 products - completed operations aggregate limit.
3. Industrial Insurance Coverage: The Supplier shall provide or purchase industrial insurance coverage prior to performing work under this contract, with Washington Stop gap Employer's Liability minimum limits of \$1,000,000 each accident, \$1,000,000 disease - each employee, \$1,000,000 disease - policy limit.

The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Supplier or any sub-Supplier or employee of the Supplier which might arise under the industrial insurance laws during the performance of duties and services under this

contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Supplier; the Supplier shall indemnify the City and guarantee payment of such amounts.

4. **Pollution Liability Insurance:** Insurance shall be less than \$2,000,000 per occurrence, \$3,000,000 per location annual aggregate. This insurance shall be primary over any and all insurance the agency may have in place. Additionally, the Supplier is responsible for ensuring that any sub-Supplier provide adequate insurance coverage for the activities arising out of subcontracts.

OTHER INSURANCE PROVISIONS

The Automobile Liability, Commercial General Liability, Pollution Liability Insurance policies are to contain, or be endorsed to contain the following:

1. The Supplier's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Supplier's insurance and shall not contribute with it.
2. The Supplier's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

SUPPLIER'S INSURANCE FOR OTHER LOSSES

The Supplier shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Supplier's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Supplier, or the Supplier's agents, suppliers or Suppliers as well as to any temporary structures, scaffolding and protective fences.

VERIFICATION OF COVERAGE

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

NORTHSTAR CHEMICAL, INC

UBI Number 601711981
Category REG
Profit/Nonprofit Profit
Active/Inactive Active
State Of Incorporation WA
WA Filing Date 05/10/1996
Expiration Date 05/31/2016
Inactive Date
Duration Perpetual

Registered Agent Information

Agent Name NATIONAL REGISTERED AGENTS INC
Address 505 UNION AVE SE STE120

City OLYMPIA
State WA
ZIP 98501

Special Address Information

Address

City
State
Zip

Governing Persons

Title	Name	Address
President,Secretary,Chairman	CHANG , STAN	14200 SW TUALATIN SHERWOOD RD SHERWOOD , OR 97140
Vice President,Treasurer	CODE , ROBERT	14200 SW TUALATIN SHERWOOD RD SHERWOOD , OR 97140



Agenda Bill No. 15-163

TO: Mayor Guier and City Council Members
FROM: John Calkins
MEETING DATE: December 14, 2015
SUBJECT: City of Pacific Animal Control Ordinance

ATTACHMENTS: City of Pacific Animal Control Ordinance

Previous Council Review Date: December 7, 2015

Summary: The City of Pacific contracts for animal control services with the City of Sumner, METRO Animal Services. Pacific is one of seven local agencies that has entered into an Interlocal Agreement with the City of Sumner for such services. Prior to entering into such an agreement, each city had an ordinance that listed fees for various licensing requirements and individual ordinances that were dissimilar in certain parts of the respective ordinances. In an effort to achieve like ordinances and fees, the City of Pacific has modified PMC 6.05 to coincide with Sumner's model policy for animal control services. The purpose of such modifications are to allow the METRO enforcement officers to apply like enforcement for all seven agencies.

Recommended Action: Adopt the Animal Control Ordinance.

Motion for Consideration: "I move to adopt Ordinance No. 2015-1919 amending PMC Chapter 6.05, Animal Control to allow the METRO enforcement officers to apply like enforcement for all seven agencies serviced by METRO Animal Services."

Budget Impact: None

Alternatives: Retain the current PMC Animal Control Ordinance and retain current fees and ordinances that are different from the other six contact cities.

**ORDINANCE NO. 2015-1919
CITY OF PACIFIC, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO DANGEROUS DOGS AND POTENTIALLY DANGEROUS DOGS, MODIFYING ANIMAL CONTROL AUTHORITY TO ALLOW REVOCATION OF A LICENSE FOR A DANGEROUS DOG OR POTENTIALLY DANGEROUS DOG, MODIFYING THE DEFINITION OF DANGEROUS DOGS AND POTENTIALLY DANGEROUS DOGS, ADDING A DEFINITION FOR PROVOCATION, MODIFYING THE PROCEDURE FOR DECLARING A DOG AS POTENTIALLY DANGEROUS, CHANGING THE APPELLATE AUTHORITY FROM THE HEARING EXAMINER TO THE MUNICIPAL COURT, MODIFYING THE STANDARD OF PROOF FOR DANGEROUS AND POTENTIALLY DANGEROUS DOGS TO PREPONDERANCE OF THE EVIDENCE, AMENDING SECTIONS 6.05.030, 6.35.010, 6.35.012, AND 6.35.020 OF THE PACIFIC MUNICIPAL CODE.

WHEREAS, it is the public policy of the city of Pacific to secure and maintain such levels of animal control as will protect human health and safety, and to the greatest degree practicable, prevent injury to property and cruelty to animal life; and

WHEREAS, Metro Animal Services provides animal care and control to the city of Pacific and several neighboring jurisdictions; and

WHEREAS, recent case law requires a municipality to notify a dog owner with specific information when a dog has been determined to be dangerous and the municipality must prove a dog is dangerous by a preponderance of evidence; and

WHEREAS, the city met with Metro Animal Services to address updating the animal code provisions for uniformity and to conform with relevant case law; and

WHEREAS, the amendments reflected in this Ordinance are in the public's best interest;
NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. That Pacific Municipal Code section 6.05.030 "Dog and cat licensing." is hereby amended as follows (new text is shown by underline; deletions of text are shown by ~~strikethrough~~):

6.05.030 Dog and cat licensing.

A. License Requirements. All dogs and cats seven months of age or older which are harbored, kept or maintained in the city shall be licensed by the city annually on a schedule established by the animal control authority; provided, however, that dogs kept in kennels need not be licensed as provided in PMC 6.05.040 provided further, that this section shall not apply to dogs used by the police department for police work.

B. Fees. Dog and cat licenses shall be issued by the animal control authority upon application and payment of an annual license fee to the city or its contractual representative. The fee for each animal license shall be as set forth in city resolution. Applications for a dog or cat license shall be on forms provided by the animal control authority. No prorating of a license fee for a portion of the calendar year shall be made. Every dog or cat kept within the city limits shall be provided by its owner with a collar or harness made of leather, metal or other substantial material, which shall be worn by such dog or cat at all times when off the premises of the licensed owner and to which the license tag provided shall be securely fastened.

C. License Revocation. If the animal control authority has reason to believe by a preponderance of the evidence that a dog license was issued to a dog that has been designated a potentially dangerous or dangerous dog in any jurisdiction, the license shall be revoked with the provisions of chapter 6.35 PMC taking effect.

€D. Penalty. Any person who fails to obtain a license within 30 days after the license expiration date but before 60 days of the expiration date shall pay a penalty established by city resolution per license. Any person who fails to obtain a license within 60 days of the license expiration date shall pay a penalty established by city resolution per license. No late payment penalty shall be charged on new license applications if:

1. The owner submits proof of purchase of the animal within the preceding 30 days; or
2. The owner has moved into the city within the preceding 30 days; or
3. The animal is currently, or has been within the preceding 30 days, under the age which requires a license; or
4. The owner purchases the license(s) voluntarily prior to in-person or field contact by animal control personnel; or
5. The owner submits other proof deemed acceptable in the animal control authority's administrative policy.

ÐE. Non-applicability. Provisions of this section shall not apply to dogs or cats in the custody of a veterinarian or animal shelter, a service animal, or whose owners are nonresidents temporarily within the city for a period not exceeding 30 days. Dogs and cats are exempt from the above licensing provisions when they are in the custody of a recognized animal rescue group. In order to qualify as a recognized group, proof of registration with the Internal Revenue Service pursuant to IRC 501(c)(3) must be submitted to the humane society by the group.

Section 2. That Pacific Municipal Code section 6.35.010 "Definitions." is hereby amended as follows:

6.35.010 Dangerous dogs and related definitions.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

A. "Potentially dangerous dog" means any dog that ~~when unprovoked~~without provocation: (1) inflicts bites on a human, domestic animal, or livestock either on public or private property; or (2) chases or approaches a person upon the streets, sidewalks, or any public grounds or private property in a menacing fashion or apparent attitude of attack; or (3) any dog with a known propensity, tendency, or disposition to attack unprovoked or to cause injury or otherwise to threaten the safety of humans, domestic animals, or livestock on any public or private property.

B. ~~"Dangerous dog" means any dog that has been declared to be a "dangerous dog" pursuant to the provisions hereof, by reason of the fact that the dog:~~

- ~~1. Inflicted bites or severe injury on a human being or domestic animal without provocation on public or private property;~~
- ~~2. Killed a domestic animal without provocation while the dog is off the owner's property;~~
- ~~3. Is known or should reasonably be known by its owner to have aggressively bit, attacked, or endangered the safety of humans or domestic animals;~~
- ~~4. Is a potentially dangerous dog, as defined in this chapter, that has been permitted or allowed to run free and/or unrestrained;~~
- ~~5. Is a potentially dangerous dog, as defined in this chapter, that has harassed, tormented or caused concern for the safety of persons or domestic animals; or~~
- ~~6. Has, since the effective date of the ordinance codified in this chapter, demonstrated a propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise to threaten the safety of humans or domestic animals; provided, that dogs shall not be declared dangerous if the basis for such declaration was a threat, injury, or damage that was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner of the dog, or was tormenting, abusing, or assaulting the dog or has, in the past, been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime.~~

~~It is further provided that, for the purposes of subsection (B)(4) of this section, there shall be a rebuttable presumption that a dog has been permitted or allowed to run free if the dog has been found running free and unrestrained. This presumption may be rebutted by a showing that, since the effective date of the ordinance codified in this chapter, the dog has not previously been found running free and unrestrained, and the owner has taken reasonable steps to prevent the dog from running free and unrestrained.~~

B. "Dangerous dog" means any dog that when unprovoked: (1) inflicts severe injury on or kills a human being without provocation, or (2) inflicts severe injury on or kills an animal without provocation while the animal inflicting the injury is off the property where its owner resides, or (3) has been previously found to be potentially dangerous, the owner having received notice of such and the animal again aggressively bites, attacks or endangers the safety of humans or other animals. Any dog which inflicts injury to a human or animal while trespassing on the property of another is the

presumed provoker, unless such presumption is overcome by the preponderance of the evidence.

...

N. "Provocation" means any threatening or aggressive act that would reasonably incite or stimulate a dog to react in self-defense, including, but not limited to, inciting movements, aggressive tones, and offensive touching.

Section 3. That Pacific Municipal Code section 6.35.012 "Declaration of dogs as potentially dangerous – Procedure." is hereby amended as follows:

6.35.012 Declaration of dogs as potentially dangerous – Procedure.

A. ~~The animal control authority shall classify potentially dangerous dogs. If the declaration required at the time of license application regarding having not been declared a potentially dangerous dog is found to be untrue, the license shall be revoked with the provisions of this chapter taking effect.~~ The animal control authority may find and declare a dog potentially dangerous if any animal control officer has probable cause to believe that the dog falls within the definitions set forth in PMC 6.35.010(A) and the exclusions contained in this section do not apply. The written finding must be based upon:

1. The written complaint of a citizen who is willing to testify that the dog has acted in a manner which causes it to fall within the definition of PMC 6.35.010(A); or
2. Dog bite reports filed with the animal control authority; or
3. Actions of the dog witnessed by any animal control officer or law enforcement officer; or
4. Other substantial evidence.

B. Exclusions. A dog may not be declared potentially dangerous if the animal control authority determines, by a preponderance of the evidence, that the threat, injury, or bite alleged to have been committed by the dog was sustained by a person who was at the time committing a willful trespass or other tort upon the premises occupied by the owner of the dog, or who was tormenting, abusing, or assaulting the animal, or who has been in the past observed or reported to have tormented, abused, or assaulted the dog, or who was committing or attempting to commit a crime.

C. The declaration of potentially dangerous dog shall be in writing and shall be served on the owner in one of the following methods:

1. Certified mail to owner's last known address; or
2. Personally; or

3. If the owner cannot be located by one of the first two methods, by publication in a newspaper of general circulation.

D. The declaration shall state at least:

1. The description of the dog.
2. The name and address of the owner of the dog, if known.
3. The whereabouts of the dog if it is not in the custody of the owner.
4. The facts upon which the declaration of potentially dangerous dog is based.
5. The availability of a hearing in case the person objects to the declaration, if a request is made within ~~10~~15 calendar days of the receipt of the declaration.
6. The restrictions placed on the dog as a result of the declaration of potentially dangerous dog. The restrictions shall include confinement of the dog from the time the declaration is served to the dog owner.
7. The penalties for violation of the restrictions, including the possibility of destruction of the dog, and imprisonment or fining of the owner.
8. The registration and control requirements in PMC 6.05.030 and PMC 6.35.014.
9. The statutory basis for the proposed action.

E. If the owner of the dog wishes to object to the declaration of potentially dangerous dog:

1. The owner may request a hearing before the director of the animal control authority or the director's designee by submitting a written request and payment of an administrative review fee, established by city resolution to the animal control authority within ~~10~~15 days of receipt of the declaration, or within ~~10~~15 days of the publication of the declaration pursuant to subsection C of this section.
2. The director or the director's designee shall provide notice to the owner stating the date, time, and location of the hearing. The hearing must provide the owner an opportunity to present, orally or in writing, any reason or information as to why the dog should not be declared a potentially dangerous dog.
3. The burden shall be on the animal control authority to prove, by a preponderance of the evidence, that the dog is a potentially dangerous dog as defined in PMC 6.35.010.

2.4. After reviewing the record and considering the testimony at the hearing, the director or the director's designee shall issue its final determination, in the form of a written order, within fifteen calendar days. In the event the authority declares a dog to be potentially dangerous, the order shall include a recital of the authority for the action, a brief concise statement of the facts that support the determination, and the signature of the person who made the determination. The order shall be sent by regular and certified mail, return receipt requested, or delivered in person to the owner at the owner's last address known to the authority. If the director or the director's designee finds that there is insufficient evidence to support the declaration, it shall be rescinded, and the restrictions imposed thereby annulled.

3.5. If the director or the director's designee finds, by a preponderance of the evidence, sufficient evidence to support the declaration, the owner may appeal such decision pursuant to city of Pacific hearing examiner, as appointed by the mayor; provided, that the appeal and the payment of appeal fee that is established by city resolution must be submitted to the animal control authority within 10 working days after the director or the director's designee finds sufficient evidence to support the declaration by submitting a written notice of appeal to the Clerk of the Municipal Court within 20 calendar days.

6. On appeal before the Municipal Court, the burden shall be on the animal control authority to prove the declaration of potentially dangerous dog, as defined in PMC 6.35.010, is supported by a preponderance of the evidence. The hearing examinerMunicipal Court shall have the authority to enter the following finding:

- a. ~~Deny~~Reverse the designation as potentially dangerous;
- b. Uphold the designation as potentially dangerous; or
- c. Condition the designation as potentially dangerous for a period not to exceed 12 months, at which time the ~~hearing examiner~~Municipal Court shall review the designation to determine if sufficient evidence to maintain the designation continues to exist. The ~~hearing examiner~~Municipal Court shall require that during the period of conditional designation the owner shall comply with all provisions set forth in PMC 6.4035.020 and 6.4035.030.

4.7. An appeal of the hearing examinerMunicipal Court's decision must be filed in superior court within 15 calendar days of the date of the hearing examinerMunicipal Court's written decision.

5.8. During the entire appeal process, it shall be unlawful for the owner appealing the declaration of potentially dangerous dog to allow or permit such dog to:

- a. Be unconfined on the premises of the owner; or

- b. Go beyond the premises of the owner unless such dog is securely leashed and humanely muzzled or otherwise securely restrained.

6.9. During the entire appeal process, should the owner fail to follow the restrictions outlined in subsection (E) (57) of this section, the animal control authority is authorized to seize and impound such dog for the remainder of the appeal process. The owner is responsible for the daily boarding fee established by city resolution.

Section 4. That Pacific Municipal Code section 6.35.020 “Declaration of animals as dangerous – Procedure.” is hereby amended as follows:

6.35.020 Declaration of ~~animals~~ dogs as dangerous – Procedure.

A. ~~If the declaration required at the time of license application is found to be untrue regarding having not been declared a dangerous dog, the license shall be revoked with the provisions of this chapter taking effect.~~ The animal control authority ~~shall have the ability to~~ may find and declare an animal as dangerous if there is probable cause to believe the dog falls within the definitions set forth in PMC 6.35.010(B) and the exclusions contained in this section do not apply. The finding must be based upon:

1. The written complaint of a citizen who is willing to testify that the animal has acted in a manner which causes it to fall within the definition of PMC 6.35.010(B); or
2. Dog bite reports filed with the animal control authority; or
3. Actions of the dog witnessed by any animal control officer or law enforcement officer; or
4. Other substantial evidence.

B. Exclusions. A dog shall not be declared dangerous if the animal control authority determines, by a preponderance of the evidence, that the threat, injury, or bite alleged to have been committed by the dog was sustained by a person who was at the time committing a willful trespass or other tort upon the premises occupied by the owner of the dog, or who was tormenting, abusing, or assaulting the dog, or who has been in the past observed or reported to have tormented, abused, or assaulted the dog, or who was committing or attempting to commit a crime.

C. The declaration of a dangerous dog shall be in writing and shall be served on the owner in one of the following methods:

1. Certified mail to the owner’s last known address; or
2. Personally; or

3. If the owner cannot be located by one of the first two methods, by publication in a newspaper of general circulation.

D. The declaration shall state at least:

1. The description of the dog.
2. The name and address of the owner of the dog, if known.
3. The whereabouts of the dog if it is not in the custody of the owner.
4. The facts upon which the declaration of dangerous dog is based.
5. The availability of an appeal in case the person objects to the declaration, if a request is made within ~~10~~15 calendar days of the receipt of the declaration.
6. The restrictions placed on the dog as a result of the declaration of a dangerous dog.
7. The penalties for violation of the restrictions, including the possibility of destruction of the dog, and imprisonment or fining of the owner.
8. The registration and control requirements in PMC 6.05.030 and PMC 6.35.014.
9. The legal basis for the proposed action.

E. If the owner of the dog wishes to object to the declaration of a dangerous dog:

1. The owner may request a hearing before the director or director's designee by submitting a written request and payment of an administrative review fee, established by city resolution to the animal control authority or its designee within ~~10~~15 calendar days of receipt of the declaration, or within ~~10~~15 calendar days of the publication of the declaration pursuant to subsection C of this section.
2. The director or the director's designee shall provide notice to the owner stating the date, time, and location of the hearing. The hearing must provide the owner an opportunity to present, orally or in writing, any reason or information as to why the dog should not be declared a dangerous dog.
3. The burden shall be on the animal control authority to prove, by a preponderance of the evidence, that the dog is a dangerous dog as defined in PMC 6.35.010(B).
- 2.4. After reviewing the record and considering the testimony at the hearing, the director or the director's designee shall issue its final determination, in the form

of a written order, within fifteen calendar days. In the event the authority declares a dog to be dangerous, the order shall include a recital of the authority for the action, a brief concise statement of the facts that support the determination, and the signature of the person who made the determination. The order shall be sent by regular and certified mail, return receipt requested, or delivered in person to the owner at the owner's last address known to the authority. If the director or designee finds that there is insufficient evidence to support the declaration, it shall be rescinded, and the restrictions imposed thereby annulled

~~5.3.~~ If the director or designee finds, by a preponderance of the evidence, sufficient evidence to support the declaration, the owner may appeal such decision pursuant to city of Pacific hearing examiner code, Chapter 2.06 PMC; provided, that the appeal and the payment of an appeal fee that is established by city resolution must be submitted to the animal control authority within 10 calendar days after the finding of sufficient evidence by the animal control authority or its designee by submitting a written notice of appeal to the Clerk of the Municipal Court within 20 calendar days.

6. On appeal before the Municipal Court, the burden shall be on the animal control authority to prove the declaration of dangerous dog, as defined in PMC 6.35.010(B), is supported by a preponderance of the evidence.

~~4.7.~~ An appeal of the hearing examiner's Municipal Court's decision must be filed in superior court within 15 calendar days of the date of the hearing examiner's Municipal Court's written decision.

~~5.8.~~ During the entire appeal process, it shall be unlawful for the owner appealing the declaration of potentially dangerous dog to allow or permit such dog to:

- a. Be unconfined on the premises of the owner; or
- b. Go beyond the premises of the owner unless such dog is securely leashed, under the control of a competent adult and humanely muzzled or otherwise securely restrained.

F. In the case wherein a dog is found to be a dangerous animal dog pursuant to the procedures in this section because the dog killed or severely injured a human being without provocation, after the exhaustion of appeal therefrom, the dangerous dog shall be forfeited to the animal control authority and be humanely euthanized.

G. During the entire appeal process, should the owner fail to follow the restrictions outlined in this section, the animal control authority is authorized to seize and impound such dog for the remainder of the appeal process. The owner shall be responsible for the daily boarding fee established by city resolution.

Section 5. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 6. Effective Date. This ordinance shall become effective five days after its passage, approval and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Pacific, Washington, at a regular meeting thereof this 14th day of December, 2015.

MAYOR LEANNE GUIER

ATTEST:

AMY STEVENSON-NESS, City Clerk

APPROVED AS TO FORM:

CAROL A. MORRIS, City Attorney



Agenda Bill No. 15-170

TO: Mayor Guier and City Council Members

FROM: Richard A. Gould, City Administrator

MEETING DATE: December 7, 2015

SUBJECT: Discussion on the purchase and implementation of the Audio/Video System for the Council Chambers.

ATTACHMENTS:

- Resolution No. 2015-305
- Proposed contract between Jaymarc AV and the City for the purchase and installation of a new Audio/Video system to replace the current one in the Council Chambers.

Previous Council/Committee Review Dates: The Technology Committee meeting on various dates in 2015. The Finance Committee meeting from November 1, 2015 and the City Council Workshop from August 17, 2015 regarding the RFP.

Background: The Technology Committee has met numerous times in 2014/5 to discuss the Audio system currently in use in the City Council Chambers and the numerous complaints of said system. The City issued a Request for Proposals for the Audio Video System Design and Installation Services for the City Council Chambers, with a deadline for submittals as October 2, 2015. Staff received one proposal for the City's RFP from Jaymarc AV and was directed to bring this before the City Council as a discussion item with possible purchase scheduled for consideration at the December 7th council workshop. This purchase is in the current 2015 budget.

The Technology Committee has met twice with representatives for Jaymarc AV and had multiple questions answered to their complete satisfaction. The Finance Committee has also discussed the potential purchase of the proposed audio/video system from Jaymarc AV and approved moving it forward. Staff has worked with four possible vendors in this industry who have prior experience with other cities in Washington.

Summary: Jaymarc AV has proposed to provide installation, labor, programming hardware, shipping and training for a complete audio and visual presentation system, as described in the Exhibits attached to the proposed contract between the City and Jaymarc AV, for a total cost of \$60,924.35, including sales tax.

Recommendation/Action: Staff asks that the City Council authorize the Mayor to sign the attached contract for the installation and purchase of the Jaymarc proposed audio/video system.

Motion for Consideration: “I move to approve Resolution No. 2015-305, authorizing the execution of an agreement with Jaymarc AV for the purchase and implementation of the Audio/Video System for the Council Chambers.”

Budget Impact: \$60,000-\$65,000

Alternatives: stay with the system as is.

**RESOLUTION NO. 2015-305
CITY OF PACIFIC, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO
SIGN A CONTRACT WITH JAYMARC AV FOR THE PURCHASE
AND INSTALLATION OF A NEW AUDIO VISUAL SYSTEM IN
THE CITY COUNCIL CHAMBERS.**

WHEREAS, the City of Pacific issued a Request for Proposals for Audio Video System Design and Installation Services, in the City Council Chambers, with a deadline for submittals of October 2, 2015; and

WHEREAS, the City received one proposal in response, from Jaymarc AV; and

WHEREAS, the City staff and Technology Committee met twice with the representatives of Jaymarc AV to ensure that the proposal was feasible;

WHEREAS, Jaymarc has agreed to provide installation, labor, programming hardware, shipping and training for a complete audio and visual presentation system, as described in the proposed Agreement, Jaymarc's bid and related materials and the RFP, for a total of \$60,924.35, including sales tax; Now, Therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON**

Section 1. The City Council authorizes the Mayor to execute the Goods and Services Agreement attached hereto, for the vendor Jaymarc to provide installation, labor, programming hardware, shipping and training for an Audio Visual System in the City Council Chambers, in the amount not to exceed of \$60,924.35, including sales tax.

Section 2. Effective Date. This Resolution shall take effect and be in force immediately upon its passage.

PASSED this 14th day of December, 2015.

Mayor Leanne Guier

ATTEST/AUTHENTICATED:

Amy Stevenson-Ness, City Clerk

**APPROVED AS TO FORM:
Office of the City Attorney**

Carol Morris, City Attorney

GOODS & SERVICES AGREEMENT
Between the City of PACIFIC
and
JAYMARC - AV

THIS AGREEMENT is made by and between the City of Pacific, a Washington municipal corporation (hereinafter the "City"), and JAYMARC-AV, a Washington corporation organized under the laws of the State of Washington, located and doing business at 2732 - 1st Avenue South, Seattle, WA 98134 (hereinafter the "Vendor").

AGREEMENT

I. DESCRIPTION OF WORK. Vendor shall provide the following goods and materials to the City:

Provide a complete audio and video presentation system to be installed by the Vendor in the City Council Chambers, all as described in the documents attached hereto as Exhibit A through Exhibit F, all of which are incorporated herein by this reference.

Vendor acknowledges and understands that this Agreement does not establish the Vendor as the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

II. TIME OF COMPLETION. Upon the effective date of this Agreement, Vendor shall complete the work and provide all goods, materials, and services within months after execution of this Agreement by both parties.

III. COMPENSATION. The City shall pay the Vendor an amount not to exceed Sixty Thousand, Nine Hundred Twenty-Four Dollars and Thirty-Five Cents (\$60,924.35), which includes applicable Sales Tax, for the goods, materials, and services contemplated in this Agreement. The City shall pay the Vendor the following amounts according to the following schedule:

Full Payment Due within 30 days of installation of the AV equipment in the City Council Chambers.

If the City objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

- A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Vendor.

- B. Final Payment: Waiver of Claims. VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Vendor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

V. TERMINATION. Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Agreement. If terminated for public convenience by the City, the Vendor shall be entitled to just and equitable compensation for any satisfactory work or non-defective equipment installed prior to the date of termination, not to exceed the total compensation set forth herein. If the Agreement is terminated for default, the Vendor shall not be entitled to receive any payment under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default shall be deducted from any money due or owing to the Vendor. The Vendor shall bear any extra expenses incurred by the City in the completion of the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

VI. CHANGES. The City may issue a written amendment for any change in the goods, materials or services to be provided during the performance of this Agreement. If the Vendor determines, for any reason, that an amendment is necessary, Vendor must submit a written amendment request to the person listed in the notice provision section of this Agreement, section XIV(D), within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Vendor fails to require an amendment within the time allowed, the Vendor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment, the Vendor must complete the amended work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VII, Claims, below.

The Vendor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VII. CLAIMS. If the Vendor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Vendor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Vendor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Vendor's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Agreement that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.
- B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Vendor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

VIII. LIMITATION OF ACTIONS. VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

IX. WARRANTY. This Agreement is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were

obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the goods, materials or supplies. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

X. DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement the Vendor, or any person acting on behalf of the Vendor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XI. INDEMNIFICATION. Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Vendor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's sole negligence.

The provisions of this section shall survive the expiration or termination of this Agreement. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE VENDOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE , TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE VENDOR'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO. ANY CLAIMS BY THE VENDOR'S EMPLOYEES DIRECTLY AGAINST THE VENDOR.

XII. INSURANCE. The Vendor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Vendor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned,

non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

B. Minimum Amounts of Insurance. Vendor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions

for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Vendor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Vendor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Vendor. The Vendor's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Vendor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

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

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

XIII. WORK PERFORMED AT VENDOR'S RISK. Vendor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Vendor's own risk, and Vendor shall be

responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XIV. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XI of this Agreement.

C. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.

F. Entire Agreement. The written provisions and terms of this Agreement, together with the exhibits listed in this paragraph and attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part

of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail. (1) Document from JAYMARC – AV, describing the Scope of Work, labeled Exhibit A; (2) Document from JAYMARC – AV, listing “Parts List Pricing”, labeled Exhibit B; (3) Document from JAYMARC – AV, “Quote Acceptance Form, Exhibit C; (4) Document from JAYMARC – AV, “Executive Summary,” labeled Exhibit D; (5) City’s Request for Proposals, labeled Exhibit F.

G. Compliance with Laws. The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

<p>VENDOR: JAYMARC - AV</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Jack Calderon</u> Its <u>President</u> <i>(title)</i></p> <p>DATE: _____</p>	<p>CITY OF PACIFIC:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>LeAnne Guier</u> Its <u>Mayor</u></p> <p>DATE: _____</p>
<p>NOTICES TO BE SENT TO:</p> <p>VENDOR:</p> <p>JAYMARC AV Attn: Tyson Scherb 2732 15th Avenue South Seattle, WA 98134</p> <p>(206) 682-6111 (206) 763-8299</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF PACIFIC:</p> <p>Mayor City of Pacific 100 – 3rd Avenue S.E. Pacific, WA 98134</p> <p>(253) 929-1100 (telephone) (253) 939-6029 (facsimile)</p>

	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Office of the City Attorney</p>
--	--

JAYMARC AV

design | build | integrate

To: City of Pacific
100 3rd Avenue SE
Pacific, WA 98047
Attn: Richard Gould
253-929-1117

Date: October 27, 2015
Project: Council Chambers
System: Presentation
Contact: Josh Littlejohn
Phone: 360-927-1932

CITY OF PACIFIC COUNCIL CHAMBERS (Revision 1)

The following scope of work and quoted prices are based on the RFP documentation, to determine the technology desired to be integrated into the Council Chambers. The equipment selected and system(s) installation, setup, and programming are tailored to meet the needs of this specific project and met by our twenty-five plus years of commercial AV integration.

This quote encompasses all costs associated with installation, labor, programming hardware, shipping and training. This proposal implies a complete Turn-Key solution. It does not include sales tax. Permit fees are not included in this quote. Should a permit be required; fees will be billed to you separately.

Below is a room outline of our scope of work and the functionality that is to be provided:

Council Chambers: Provide a complete audio and visual presentation system. This system would consist of the following:

- New 80" display wall mounted (articulating mount), on the wall opposite the staff table (wall sharing the main door entrance to chambers). For viewing presentations by council and presenter at podium.
- Video interface plate (including analog VGA and digital HDMI inputs) for laptop/ tablet interface that can be assigned to the display and overhead speakers for presentations. Video content will also be viewable on the new main display on the side of the room. The number and location of video input plates are as follows:
- Modular Video matrix switcher for multiple analog and digital inputs and outputs. This allows users to send and input source (above) to any display (currently only one wall mounted display). Includes H.264 Web Streaming Output Card.
- Crestron Capture HD video recording and archiving solution is provided with this system design. (See Below Camera Reference)
- A Crestron wireless AirMedia device shall be provided for this council chambers. This will allow you to make presentations to the system via an iOS, Android, Surface or PC wirelessly.
- Includes new HD camera (fixed with zoom) for recording and streaming council meetings. This includes a "head-end" rack mounted devices that will encode the video with audio and stream to an IP address or output to a local PC. Any network adjustments or setup for the destination address will need to be provided by City of Pacific.

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- New overhead speaker system for presentation audio source and new gooseneck microphones for local voice reinforcement (within chambers). 10 Gooseneck Microphones total with one wireless microphone system also included.
- Two speakers are included for the lobby area, as overflow.
- New 70 volt power amplifiers to power speakers. Also used for the lobby speakers.
- A new Modular Biamp Digital Signal Processor will be provided for audio control and distribution. This includes "acoustic-echo-cancellation" and manages the audio quality from all sources.
- A new ALS (Assisted Listening System) is included with three neck-loop / body-pack receivers. This will allow individuals with a hearing impairment to listen during council meetings.
- Located at the head-end AV rack will be a Blu-ray/DVD player. Transport controls for this player may be accessed using the Crestron 7" LCD touch panel controller found at the staff desk. Accommodations to control and owner provided set-top-box are also included in this design.
- Provide new touch panel control system. The control interface will be programmed by our in-house programmer, with an easy-to-use interface. It will include source selection, volume adjustments, and other functions the owner deems necessary. The following locations will receive a new touch control interface:
 - (1) 7" touch panel at staff desk (table top)
- Jaymarc-AV will provide all labor to integrate this system as "turn-key". This includes all field labor, engineering documents, shop-testing, programming, commissioning, and training end-users on the finished product.

NOTE: the system design we have put together here, based on the City of Pacific RFP, will accommodate the desired "future considerations" put forth in the RFP. The Video Switcher/Matrix will accommodate future screens for each council member (with use of a Distribution Amplifier), and addition of a projector/screen. The touch panel control system and audio system are also fully capable of modification and expansion for the future as well.

Continued on Next Page for Pricing Summary and Quote Acceptance

JAYMARC AV

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**City of Pacific
100 3rd Avenue SE
Pacific, WA 98047**

Attn: Richard Gould

QUOTE ACCEPTANCE FORM

PRICING SUMMARY

CITY OF PACIFIC COUNCIL CHAMBERS AV SYSTEMS TECHNOLOGY INTEGRATION PROPOSAL

APPROVE Y/N

BASE SCOPE OF WORK: **\$55,638.00 (Not Including Tax)** ___/___

Notes:

- Assumes adequate crawl space/wire conduit for pulling all necessary wire. Panduit may be used in some cases.
- Proper display backing is provided by others.
- High Voltage power to be supplied by others (where applicable).
- Pricing does not include computers, laptops or tablets but does include interfacing into the systems and testing.

Unless otherwise noted; scope of work includes all design, labor, and materials needed for the complete installation of the system described in this proposal. Operation and maintenance manuals, a one year limited warranty and user training are also included. Washington state sales tax and electrical permit fees not included in above pricing. System quote is bound by the "General Conditions".

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

Accepted: _____ Date: _____

Project Number JL09302015

10/27/2015 Page: 1

**** Proposal ******JAYMARC - AV**

2732 1st Ave South

Seattle, WA 98134

206-682-6111

City of Pacific
 Richard Gould
 100 3rd Ave SE
 Pacific, WA 98047

C03166 (253) 929-1117

rgould@ci.pacific.wa.us

Project Title..: Council Chambers - AV Renovations

Mfg-Item No.	Qty Description	Unit Price	Extended
	CITY OF PACIFIC - COUNCIL CHAMBERS AV RENOVATIONS PROJECT - RFP REVISION 1: Based upon Follow-Up meeting		
	<hr/> RACK RELATED		
LOWELL-LER-1822	1 Rack-Enclosed-18U, 22in Deep, 1pr Adj Rails, Rear Door, Black	358.89	358.89
LOWELL-RRD-18	1 Rack Rail-18U, Tapped 10-32 Holes and Square Punched Holes, 1pr	39.04	39.04
LOWELL-SVSP-2	1 Rack Panel-Vented-2U, 18ga Flanged Slotted Steel, Black	10.48	10.48
LOWELL-ACR-1509-S	1 Power Panel-15A, 9-Outlets, 1U, 9ft Cord, 1-stage surge supp wit	105.49	105.49
	<hr/> VIDEO HEAD-END RELATED (INCLUDES STREAMING AND BLU-RAY)		
Crestron-DM-MD8X8	1 8x8 DigitalMedia™ Switcher; requires DMC series input cards & DM	2,654.32	2,654.32
Crestron-DMC-4K-HD	5 4K HDMI Input Card for DM Switchers Available April 1, 2014	493.83	2,469.15
Crestron-DMC-4K-C	1 4K DigitalMedia 8G+o Input Card for DM Switchers Just Released	802.47	802.47
Crestron-DMC-4K-HDO	1 2-Channel 4K HDMI Output Card for DM Switchers	1,111.11	1,111.11
Crestron-DMC-4K-CO-HD	1 2-Channel 4K DigitalMedia 8G+o Output Card for DM Switchers	802.47	802.47
Crestron-DMC-STRO	1 Streaming Output Card for DM Switchers	1,851.85	1,851.85
Crestron-DM-TX-200-C-2G-B-T	1 Wall Plate DigitalMedia 8G+™ Transmitter 200, Black Textured; in	864.20	864.20
Crestron-DM-RMC-4K-SCALER-C	1 4K DigitalMedia 8G+o Receiver & Room Controller w/Scaler Just Re	1,111.11	1,111.11

JAYMARC - AV

2732 1st Ave South

Seattle, WA 98134

Project Number JL09302015

10/27/2015 Page: 2

**** Proposal ****

206-682-6111

Mfg-Item No.	Qty Description	Unit Price	Extended
EDINW-BDA1040BL	1 Yamaha Blu-Ray Player with RS232	367.33	367.33
Crestron-CAPTURE-HD	1 Capture HD™ High-Definition Capture Recorder (LIVE STREAMING)	2,345.68	2,345.68
Crestron-AM-100	1 AirMedia Presentation Gateway Just Released	987.65	987.65
AUDIO HEAD-END RELATED			
BIAMP-SERVER-IO	1 Up to 48 channels of I/O, 1 DSP-2 card (2 additional DSP-2 cards)	4,148.15	4,148.15
BIAMP-SIC-4	4 4 channel mic/line input card	218.52	874.08
BIAMP-SOC-4	2 4 channel mic/line output card	192.59	385.18
QSC-CX302V	1 2 channels, 250 watts/ch at 70V AMPLIFIER	804.94	804.94
CONTROL RELATED			
Crestron-CP3	1 3-Series Control System™ [Release Date: TBA]	1,111.11	1,111.11
Crestron-TSW-750-B-S	1 7" Wall Touch Panel	864.20	864.20
Crestron-TSW-750-TTK-B-S	1 TableTop Kit for TSW-750, Black Smooth	123.46	123.46
NEWEGG-FS108P	1 8 port PoE desktop switch	98.75	98.75
SPEAKER RELATED			
LOWELL-ES-62T	8 6.5in Dia in-ceiling coaxial speaker system, press-fit grille, b	93.77	750.16
LOWELL-ES-6T-BAR	8 Tile Bridge mounts ES-62T-LE to suspended tile ceiling	10.53	84.24
DISPLAY RELATED			
Chief-PNRUB	1 Sharp Electronics 80" LED/LCD Display LC80UE30U	3,647.06	3,647.06
	1 LFP FOUR ARM DUAL UNIVERSAL	629.14	629.14
CAMERA FOR STREAMING RECORDING (FEEDS TO CAPTURE HD - ABOVE)			
VADDIO-999-6920-100	1 VADDIO - ZoomSHOT 20 QUSB System (HDMI OUTPUT)	2,160.49	2,160.49
MICROPHONE RELATED			

JAYMARC - AV

2732 1st Ave South

Seattle, WA 98134

Project Number JL09302015

10/27/2015 Page: 3

**** Proposal ****

206-682-6111

Mfg-Item No.	Qty Description	Unit Price	Extended
SHURE-MX415/C	10 SHURE 15" Shock-Mounted Gooseneck, Cardioid, with PREAMP BASE Bi-Color Status Indicator, includes surface mount preamplifier	256.79	2,567.90
SHURE-MX400DP	10 Small Desktop Base with input, switched preamplifier, programmable logic switch and LED. Supports bi-color status indicator and light ring microphones.	196.30	1,963.00
SHURE- SLX124/85/SM58-G4	1 SHURE COMBO WIRELESS - SLX4 Receiver, SLX1 Bodypack SM58 HANDHEL Transmitter, Microflex#WL185 Cardioid Lavalier Microphone, SLX2/SM58 Handheld Transmitter with SM58 Microphone	780.25	780.25
<hr/> ALS SYSTEM			
LISTEN-LS-40-072	1 LS-40-072	645.78	645.78
LISTEN-LR-200-072	1 Standard 3-Channel FM Receiver (72 MHz)	60.99	60.99
LISTEN-LA-166	1 Neck Loop	44.14	44.14
<hr/> CABLING and PANDUIT RELATED			
WPENN-254245	1 Surface panduit and external gang input boxes	370.37	370.37
WPENN-D25454	1 4 PAIR 24 AWG SOLID CAT 5E CMP	213.58	213.58
WPENN-25224B	2 Mic/Line Wire (Gray)	187.65	375.30
	0.75 18G -1 Pair Audio Cable	133.65	100.24
Crestron-CBL-HD-3	5 Crestron® Certified HDMI® Interface Cable, 3 ft	24.69	123.45
Crestron-CBL-VGA- AUD-3	2 Crestron® Certified Computer VGA Interface Cable w/Audio, 3 ft	18.52	37.04
<hr/> FINALS AND TOTALING			
	9 Lot/Misc Connectors, Patch Cables, Pre-Made Assemblies, etc.	19.75	177.75
	8 Lot/Misc Mounting Hardware/Nuts & Bolts/Safety/Misc.	16.05	128.40
	0 Lift Truck Rental/Scaffolding/Safety Harness Costs		
	0 Permits, Fees, Insurance, Bonds, Misc. Administrative		
	1 Standard Freight/Shipping & Storage Costs	208.64	208.64
	0 Extra Freight, Expediting & Insurance on Large or Special Items		
JAYMARC AV-	24 Engineering Labor		

JAYMARC - AV

2732 1st Ave South
Seattle, WA 98134

Project Number JL09302015

10/27/2015 Page: 4

**** Proposal ****

206-682-6111

Mfg-Item No.	Qty Description	Unit Price	Extended
ENGINEERING VENDOR- O&M/SUBMITTAL	2 Labor for O&M / Submittals etc.		
JAYMARC AV- COMMISSIONING	6 Labor- For Commissioning		
JAYMARC AV- TRAVEL	3 Labor for Travel		
JAYMARC AV-WIRE PULLING	24 Labor for Wire Pulling		
JAYMARC AV- ASSEMBLY	1 Labor Assembly Header Record		16,279.65
			=====
	PROJECT TOTAL (BEFORE TAX)		55,638.68
		WA Sales Tax	5,285.67
			=====
			\$60,924.35

This ** Proposal ** is Valid for 60 Days.

Tyson Scherb, Senior Sales Engineer

I Accept This Quote _____ Date: _____

Council Chambers

REVISION 1 **Executive Summary**

- Jaymarc AV will provide a new Digital Council Chambers Presentation System complete with archiving and streaming capability.
- The Dais will include 9 Shure 15" Gooseneck Programmable Push-to-Talk microphones.
- The staff desk will include a single Shure 15" Gooseneck Programmable Push-to-talk microphone and HDMI, DisplayPort and VGA + Audio Input. In addition, an HD Document Camera has been included for use at the staff desk.
- A 7" Crestron wired LCD table top touch panel control interface has been provided for use at the Staff Desk. This touch panel controller will allow you to adjust microphone gain, program audio volume from video sources, select appropriate video source input, use recording and archiving room features, send desired audio to Main Lobby system and power "on" and "off" the complete system as necessary.
- Located within the council chambers will be a fixed mounted Vaddio HD Zoomshot camera designed to capture the 9 Dais council seats. This camera may be seen on the included 70" LCD display or recorded along with microphone audio for archiving purposes or real time web streaming.
- A Crestron wireless AirMedia device shall be provided for this council chambers. This will allow you to make presentations to the system via an iOS, Android, Surface or PC wirelessly.
- For use within the council chambers Jaymarc AV has provided both a hand held Shure microphone transmitter and also one Shure body pack transmitter with Cardioid lapel microphone. Only one of these two microphones may be used at a single time.
- Located at the head-end AV rack will be a Blu-ray/DVD player. Transport controls for this player may be accessed using the Crestron 7" LCD touch panel controller found at the staff desk.

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- This system design will accommodate a Comcast or Satellite Dish set-top-box as well. Note: This is an owner provided product.
- A Sharp Electronics 80" HD LED/LCD display has also been provided for use in the council chambers. This 80" LCD display will be mounted using an articulating wall mount so that it may swing from left to right as necessary. The display shall be viewable from the staff desk and also the dais.
- An Assisted Listening system has been provided for use in the council chambers. This Assisted Listening system will include one RF transmitter and three receivers. All receivers will include an earpiece speaker as well as an induction loop.
- BIAMP Modular Digital Signal Processing has been included in the design of this council chambers system. This provides exceptional audio quality that is custom tailored to the acoustics of your council chambers so that you have the best audio from program material and voice sound reinforcement at all times. This DSP will include outputs to your FTR Gold recording solution.
- A new Lowell AV rack will be included in this system design to house all non-field device equipment. This will include the Crestron Matrix Switch, Biamp Digital Signal Processor, Network PoE Switch, QSC Audio Power Amplifier, Crestron Control Processor, Crestron Capture HD recording and streaming solution and finally the Yamaha Blu-ray/DVD Player. All AC power distribution and surge protection is provided at the AV rack.
- A new Crestron Digital Media matrix switch has been provided for use in this system design. This 8x8 Modular switch is populated with IO cards based upon room needs and features. A H.264 web based streaming card has also been provided with this matrix switch. This will allow you to send content to the web for real time streaming and archiving.
- All equipment selections were based upon the potential for future growth of this system. This may include individual monitors for each of the council member seats (9), Video Projection System and Remote Video Viewing capability.
- A capture HD recording and archiving solution will also be provided for use with this system design. This will allow for "one touch" recording.

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To: City of Pacific
100 3rd Avenue SE
Pacific, WA 98047
Attn: Richard Gould
253-929-1117

Date: September 30, 2015
Project: Council Chambers
System: Presentation
Contact: Josh Littlejohn
Phone: 360-927-1932

CITY OF PACIFIC COUNCIL CHAMBERS - RPF

The following scope of work and quoted prices are based on the RFP documentation, to determine the technology desired to be integrated into the Council Chambers. The equipment selected and system(s) installation, setup, and programming are tailored to meet the needs of this specific project and met by our twenty-five plus years of commercial AV integration.

This quote encompasses all costs associated with installation, labor, programming hardware, shipping and training. This proposal implies a complete Turn-Key solution. It does not include sales tax. Permit fees are not included in this quote. Should a permit be required; fees will be billed to you separately.

Below is a room outline of our scope of work and the functionality that is to be provided:

Council Chambers: Provide a complete audio and visual presentation system. This system would consist of the following:

- New 70" display wall mounted (articulating mount), on the wall opposite the staff table (wall sharing the main door entrance to chambers). For viewing presentations by council and presenter at podium.
- Video interface plate (including analog VGA and digital HDMI inputs) for laptop/ tablet interface that can be assigned to the display and overhead speakers for presentations. Video content will also be viewable on the new main display on the side of the room. The number and location of video input plates are as follows:
 - (1) at staff desk
 - (1) at podium
- Video matrix switcher for multiple analog and digital inputs and outputs. This allows users to send and input source (above) to any display (currently only one wall mounted display).
- Includes new HD camera (fixed with zoom) for recording and streaming council meetings. This includes a "head-end" rack mounted devices that will encode the video with audio and stream to an IP address or output to a local PC. Any network adjustments or setup for the destination address will need to be provided by City of Pacific.
- New overhead speaker system for presentation audio source and new gooseneck microphones for local voice reinforcement (within chambers).
- Two speakers are included for the lobby area, as overflow.

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- New 70 volt power amplifiers to power speakers. Also used for the lobby speakers.
- A new Biamp Digital Signal Processor will be provided for audio control and distribution. This includes "acoustic-echo-cancellation" and manages the audio quality from all sources.
- A new ALS (Assisted Listening System) is included with three neck-loop / body-pack receivers. This will allow individuals with a hearing impairment to listen during council meetings.
- Provide new touch panel control system. The control interface will be programmed by our in-house programmer, with an easy-to-use interface. It will include source selection, volume adjustments, and other functions the owner deems necessary. The following locations will receive a new touch control interface:
 - (1) 7" touch panel at staff desk (table top)
- Jaymarc-AV will provide all labor to integrate this system as "turn-key". This includes all field labor, engineering documents, shop-testing, programming, commissioning, and training end-users on the finished product.

NOTE: the system design we have put together here, based on the City of Pacific RFP, will accommodate the desired "future considerations" put forth in the RFP. The Video Switcher/Matrix will accommodate future screens for each council member (with use of a Distribution Amplifier), and addition of a projector/screen. The touch panel control system and audio system are also fully capable of modification and expansion for the future as well.

Continued on Next Page for Pricing Summary and Quote Acceptance

Exhibit B, p.1

Project Number JL09302015

09/30/2015 Page: 1

** Parts List Pricing *

JAYMARC - AV

2732 1st Ave South
Seattle, WA 98134

206-682-6111

City of Pacific
Richard Gould
100 3rd Ave SE
Pacific, WA 98047

C03166 (253) 929-1117
rgould@ci.pacific.wa.us

Project Title...: Council Chambers - AV Renovations

Mfg-Item No.	Qty Description	Unit Price	Extended
CITY OF PACIFIC - COUNCIL CHAMBERS AV RENOVATIONS PROJECT - RFP			
RACK RELATED			
LOWELL	1 Rack-Enclosed-18U, 22in Deep, 1pr Adj Rails, Rear Door, Black	358.89	358.89
LOWELL	1 Rack Rail-18U, Tapped 10-32 Holes and Square Punched Holes, 1pr	39.04	39.04
LOWELL	1 Rack Panel-Vented-2U, 18ga Flanged Slotted Steel, Black	10.48	10.48
LOWELL	1 Power Panel-15A, 9-Outlets, 1U, 9ft Cord, 1-stage surge supp wit	105.49	105.49
VIDEO HEAD-END RELATED (INCLUDES STREAMING AND BLU-RAY)			
Crestron	1 6x4 DigitalMedia™ Distribution Center	2,345.68	2,345.68
Crestron	3 DigitalMedia 8G+ Receiver & Room Controller	555.56	1,666.68
Crestron	1 DigitalMedia 8G+ Transmitter 401, includes PW-2407WU	1,234.57	1,234.57
Crestron	1 Wall Plate DigitalMedia 8G+™ Transmitter 200, Black Textured	864.20	864.20
EDINW	1 Yamaha Blu-Ray Player with RS232	367.33	367.33
Crestron	1 Capture HD™ High-Definition Capture Recorder (LIVE STREAMING)	2,345.68	2,345.68
AUDIO HEAD-END RELATED			
BIAMP	1 TesiraFORT DSP fixed I/O server with 12 analog inputs, 8 analog	2,282.72	2,282.72
BIAMP	1 4 channel mic/line input expander PoE+	862.96	862.96
QSC	1 2 channels, 250 watts/ch at 70V AMPLIFIER	804.94	804.94

Project Number JL09302015

09/30/2015 Page: 2

** Parts List Pricing *

JAYMARC - AV

2732 1st Ave South
Seattle, WA 98134

206-682-6111

Mfg-Item No.	Qty Description	Unit Price	Extended
CONTROL RELATED			
Crestron	1 3-Series Control System™ [Release Date: TBA]	1,111.11	1,111.11
Crestron	1 7" Wall Touch Panel	864.20	864.20
Crestron	1 TableTop Kit for TSW-750, Black Smooth	123.46	123.46
NEWEGG	1 8 port PoE desktop switch	98.75	98.75
SPEAKER RELATED			
LOWELL	10 6.5in Dia in-ceiling coaxial speaker system, press-fit grille, b	93.77	937.70
LOWELL	10 Tile Bridge mounts ES-62T-LE to suspended tile	10.53	105.30
DISPLAY RELATED			
AVAD	1 70" Display with RS-232	1,935.80	1,935.80
EDINW	1 Full Swing Flat Mount Bracket (ARTICULATING)	462.48	462.48
CAMERA FOR STREAMING RECORDING (FEEDS TO CAPTURE HD - ABOVE)			
VADDIO	1 VADDIO - ZoomSHOT 20 QUSB System (HDMI OUTPUT)	2,160.49	2,160.49
DOCUMENT CAMERA RELATED			
	1 ELMO (TT-12iD) DOCUMENT CAMERA	862.96	862.96
MICROPHONE RELATED			
SHURE	9 SHURE 15" Shock-Mounted Gooseneck, Cardioid, with PREAMP BASE	256.79	2,311.11
SHURE	9 Small Desktop Base with input, switched	196.30	1,766.70
SHURE	1 SHURE COMBO WIRELESS - SLX4 Receiver, SLX1 Bodypack SM58 HANDHEL	780.25	780.25
ALS SYSTEM			
LISTEN	1 LS-40-072	645.78	645.78
LISTEN	1 Standard 3-Channel FM Receiver (72 MHz)	60.99	60.99
LISTEN	1 Neck Loop	44.14	44.14

Project Number JL09302015

09/30/2015 Page: 3

** Parts List Pricing *

JAYMARC - AV

2732 1st Ave South
Seattle, WA 98134

206-682-6111

Mfg-Item No.	Qty Description	Unit Price	Extended
CABLING REALTED			
WPENN	1 4 PAIR 24 AWG SOLID CAT 5E CMP	213.58	213.58
WPENN	2 Mic/Line Wire (Gray)	187.65	375.30
WPENN	0.75 18G -1 Pair Audio Cable	133.65	100.24
Crestron	5 Crestron® Certified HDMI® Interface Cable, 3 ft	24.69	123.45
Crestron	2 Crestron® Certified Computer VGA Interface Cable w/Audio, 3 ft	18.52	37.04
FINALS AND TOTALING			
	9 Lot/Misc Connectors, Patch Cables, Pre-Made Assemblies, etc.	19.75	177.75
	8 Lot/Misc Mounting Hardware/Nuts & Bolts/Safety/Misc.	16.05	128.40
	0 Lift Truck Rental/Scaffolding/Safety Harness Costs		
	0 Permits, Fees, Insurance, Bonds, Misc. Administrative		
	1 Standard Freight/Shipping & Storage Costs	208.64	208.64
	0 Extra Freight, Expediting & Insurance on Large or Special Items		
JAYMARC AV	24 Engineering Labor		
VENDOR	2 Labor for O&M / Submittals etc.		
JAYMARC AV	6 Labor- For Commissioning		
JAYMARC AV	3 Labor for Travel		
JAYMARC AV	24 Labor for Wire Pulling		
JAYMARC AV	1 Labor Assembly Header Record		15,885.45
	PROJECT TOTAL (BEFORE TAX)		44,809.73
	WA Sales Tax		4,256.92
This ** Parts List Pricing ** is Valid for 60 Days.			49,066.65

Josh P. Littlejohn, Design Engineer

I Accept This Quote _____ Date: _____

Exhibit C

JAYMARC AV

design | build | integrate

City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

Attn: Richard Gould

QUOTE ACCEPTANCE FORM

PRICING SUMMARY –

CITY OF PACIFIC COUNCIL CHAMBERS AV SYSTEMS TECHNOLOGY INTEGRATION PROPOSAL

APPROVE Y/N

BASE SCOPE OF WORK:

\$44,809.00 (Not Including Tax)

___/___

Notes:

- Assumes adequate crawl space/wire conduit for pulling all necessary wire.
- High Voltage power to be supplied by others (where applicable).
- Pricing does not include computers, laptops or tablets but does include interfacing into the systems and testing.

Unless otherwise noted; scope of work includes all design, labor, and materials needed for the complete installation of the system described in this proposal. Operation and maintenance manuals, a one year limited warranty and user training are also included. Washington state sales tax and electrical permit fees not included in above pricing. System quote is bound by the "General Conditions".

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

Accepted: _____ Date: _____

Council Chambers

Executive Summary

- Jaymarc AV will provide a new Digital Council Chambers Presentation System complete with archiving and streaming capability.
- The Dais will include 9 Shure 15" Gooseneck Programmable Push-to-Talk microphones.
- The staff desk will include a single Shure 15" Gooseneck Programmable Push-to-talk microphone and HDMI, DisplayPort and VGA + Audio Input. In addition, an HD Document Camera has been included for use at the staff desk.
- A 7" Crestron wired LCD table top touch panel control interface has been provided for use at the Staff Desk. This touch panel controller will allow you to adjust microphone gain, program audio volume from video sources, select appropriate video source input, use recording and archiving room features, send desired audio to Main Lobby system and power "on" and "off" the complete system as necessary.
- Located within the council chambers will be a fixed mounted Vaddio HD Zoomshot camera designed to capture the 9 Dais council seats. This camera may be seen on the included 70" LCD display or recorded along with microphone audio for archiving purposes or real time web streaming.
- The owner provided podium will include HDMI, VGA + Audio input format types as well as a Shure table top 15" Gooseneck microphone. Note: DisplayPort and DVI may also be used here with a HDMI converter cable.
- For use within the council chambers Jaymarc AV has provided both a hand held Shure microphone transmitter and also one Shure body pack transmitter with Cardioid lapel microphone. Only one of these two microphones may be used at a single time.
- Located at the head-end AV rack will be a Blu-ray/DVD player. Transport controls for this player may be accessed using the Crestron 7" LCD touch panel controller found at the staff desk.

Exhibit D, p. 2

JAYMARC AV

design | build | integrate

- This system design will accommodate a Comcast or Satellite Dish set-top-box as well. Note: This is an owner provided product.
- A Sharp Electronics 70" HD LED/LCD display has also been provided for use in the council chambers. This 70" LCD display will be mounted using an articulating wall mount so that it may swing from left to right as necessary. The display shall be viewable from the staff desk and also the dais.
- An Assisted Listening system has been provided for use in the council chambers. This Assisted Listening system will include one RF transmitter and three receivers. All receivers will include an earpiece speaker as well as an induction loop.
- BIAMP Digital Signal Processing has been included in the design of this council chambers system. This provides exceptional audio quality that is custom tailored to the acoustics of your council chambers so that you have the best audio from program material and voice sound reinforcement at all times.
- A new Lowell AV rack will be included in this system design to house all non-field device equipment. This will include the Crestron Matrix Switch, Biamp Digital Signal Processor, Network PoE Switch, QSC Audio Power Amplifier, Crestron Control Processor, Crestron Capture HD recording and streaming solution and finally the Yamaha Blu-ray/DVD Player. All AC power distribution and surge protection is provided at the AV rack.
- All equipment selections were based upon the potential for future growth of this system. This may include individual monitors for each of the council member seats (9), Video Projection System and Remote Video Viewing capability.



Request for Proposals

Audio Video System Design and Installation Services

**The City of Pacific
100 3rd Avenue SE
Pacific, WA 98047**

**Deadline for Submittal:
October 2, 2015
No later than 4:00 P.M.**



Exhibit F, p. 2

REQUEST FOR PROPOSALS (RFP)

Section I General Information

1. Purpose of Solicitation

This solicitation is a Request for Proposal(s) (RFP). The purpose is to solicit responses from qualified companies that describe their capabilities to identify, design, install, train, document and service and warranty an integrated audio/video system ("A/V system") for The City of Pacific ("The City"). This responding entity shall be prepared to perform the services listed in this RFP. Such services shall include a turnkey A/V system, as well as design and installation services that include the services listed in this request and meets the requirements of the described work.

2. Services Requested

The City has determined that the current A/V system no longer meets the demands of the Council Meetings and Court sessions held in the Council Chambers and that it requires an updated A/V System integrated for the following:

1. Council Chambers/Court Room
2. Lobby

Respondents to this RFP shall identify their experience and qualifications to perform analysis, design engineering, and installation of integrated A/V systems as outlined in section II below.

3. Buildings/Project Description

The following building will be involved in this Audio Video design and installation.

The City of Pacific at 100 3rd Avenue SE, Pacific, WA 98047 King County, comprised of one floor and totaling approximately 10,000 GSF.



4. Proposal Format

Proposals must be submitted in the format outlined in this document. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. Proposals not containing all of the requested information will not be considered and will be deemed non-responsive. Respondents shall use the prescribed format to indicate their experience and qualifications, to describe their approach to this project, and to explain their proposed contract.

5. Contract Responsibility

The selected A/V System Design and Installation provider will be required to assume total responsibility of the A/V portion of the project. The A/V System Design and Installation provider must perform their work so that the integrated A/V system is substantially complete at the same time the building general contractor is substantially complete.

The A/V System Design and Installation provider may identify supplemental work, external to their contract scope, which must be performed by others to allow their proposed integrated A/V system to be installed and to be fully functional.

The A/V System Design and Installation provider must coordinate, cooperate, and schedule their work, with The City, staff, and The City's IT service provider (City of Auburn), so that these supplemental work components can be implemented into the chambers.

6. SPECIAL PROVISIONS

A. Financial Condition

Firm must provide audited financial statements, if requested, to The City.

B. Reservations

The City reserves the right to accept or reject any or all Proposals as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Proposal if found in the best interest of The City. Additionally, although The City desires to contract with a single firm for all work/services to be provided, The City reserves the right to split the work/services and deal with multiple firms if it is deemed to be in The City's best interest. All Proposals become the property of The City of Pacific.

C. Contract Terms and Conditions

It is understood that any resulting contract executed will contain the following Indemnification and Release language:

D. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.



The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is Subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO. ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

E. Patent and Copyright Indemnity:

The Contractor will indemnify, defend and hold harmless The City against any claim, legal suit or administrative proceeding, liability or judgment that the Hardware and Software used as authorized under this Agreement infringes U.S. patent, copyright or other proprietary right. The Contractor will indemnify The City against all costs, damages and legal fees, expert fees and other related fees and expenses finally awarded provided that The City promptly notifies the Contractor in writing of the claim; Contractor has sole control of the defense and of all related settlement negotiations; and The City provides all reasonable assistance in such defense as may be reasonably requested by the Contractor. If the hardware or software becomes, or in the Contractor's opinion is likely to become, the subject of infringement, the Contractor shall, at its option and expense, either procure for The City the right to continue using the hardware and software; or replace or modify the hardware and software so that it becomes non-infringing. If neither of the foregoing alternatives is reasonably available, the City agrees that the Contractor shall have the right to terminate the Agreement and The City shall promptly return to the Contractor the original copy and all other copies of the hardware/software after the Contractor pays to The City an amount equal to a five year straight line depreciation based of the charge for the hardware/software. This Patent and Copyright Indemnity shall not apply to any claim based upon: the use of other than a current release of the hardware/software; the combination, operation or use of any hardware/software with other software or data; or the use of the hardware/software in other than the operating environment specified for it by the Contractor.

E. Release:

The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges The City, its officers, agents, and employees



from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of The City, any other party released hereunder, the Contractor, or any third party.

F. Warranty:

The Contractor warrants that it shall provide the work and services in accordance with the highest computer and computer consulting industry standards and practices applicable to its work and the error correction of any licensed software, training and advice to Customer during the performance of the services provided in accordance with the standard.

7. Required Insurance and Bonds

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance



Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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



E. Verification of Coverage

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

8. Taxes, Fees, Code Compliance, Licensing

The A/V System Design and Installation provider shall be responsible for payment of any required taxes or fees associated with the contract. The provider shall be responsible for compliance with all applicable codes and laws in connection with performing the work contemplated under the contract.

9. Deliverables

The deliverables shall be accepted by The City when (1) the deliverables have been delivered, installed and made ready for use at The City's site in accordance with the installation and operating specifications; (2) The City has tested the deliverables and the deliverables have passed testing; (3) The City's designated staff have received system documentation and training; (4) The City agrees that deliverables meet or exceed the specifications and those contained in the scope of work and order concerning performance and capabilities of the deliverables.

10. Acceptance Testing

Once the deliverables are installed in The City's premises as specified herein with regard to the Final Installation Date, the Contractor shall notify The City in writing that the deliverables as specified have been installed in good working order and ready for use, that the modifications or enhancements are completed as defined and specified herein, are in good working order, ready for use, and to the best of the Contractor's knowledge is one hundred percent operational and that the deliverables as installed is ready for testing. At that point, The City shall have thirty (30) working days to perform and complete acceptance testing on-site. If the deliverables as installed and represented passes such testing, The City shall so notify the Contractor in writing termed the Certificate of Acceptance. If the deliverables as installed fails to pass such testing, The City shall notify the Contractor in writing and the Contractor shall then have ten (10) working days to correct any failure. The Contractor shall then certify to The City that the failure has been corrected and The City shall have ten (10) working days for additional testing at which time The City shall supply the Certificate of Acceptance if the deliverables passes testing. If the deliverables fails testing twice, at The City's option: (1) the correction period may be extended as agreed by the parties; or (2) The City may terminate the Agreement, return the specifications, product and documentation to the Contractor and the Contractor will refund to The City any payments previously given to the Contractor for the deliverables and modifications or enhancement pursuant to the Agreement.

11. References and Proprietary Information

All proposers grant The City permission to make inquiries concerning the



respondent and its qualifications and references to any persons or firms deemed appropriate by The City. Any proprietary information that the respondent provides in response to this RFP and for which provider does not want disclosed to the public shall be so identified on each page on which it is found. Data or information so identified will be used by The City solely for the purpose of evaluation and contract negotiations. Disclosure of any of provider's proprietary information by The City to third parties shall be in strict accordance with the laws and regulations regarding disclosure in the State of Texas.

12. Award

The City of Pacific reserves the right to accept proposals, award proposals and/or not award proposals on individual items listed, on group items, or on the proposal as a whole; to reject any and all proposals, to waive any informality in the proposals, and to accept the proposal that appears from all consideration to be for the best interest of The City of Pacific.

In determining and evaluating the best proposal, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the equipment/material offered, and the reputation of the equipment/material in general use will also be considered with any other relevant factors.

Notice of proposal award, if proposal be awarded, will be made within thirty (30) days of opening of proposals. The City Board of Directors will authorize the selected respondent to commence performance of the work tasks set forth in the Final Proposal. Receipt of the official Purchase Order of The City of Pacific covering the supplies, materials, equipment or services as described in the Proposal will indicate the award of the proposal and a contract to purchase; upon finalization of the Final Proposal between the selected respondent and The City.



Section II
Format Requirements and Preparation Instructions

Proposals must be received on or before 4:00 PM, August 31, 2015 at the address indicated below and marked accordingly.

The City of Pacific
100 3rd Avenue SE
Pacific, WA 98047
Attn: Amy Stevenson-Ness
astevenson-ness@ci.pacific.wa.us
253-929-1105
Re: Request for Proposals for A/V System Design and Installation

The City reserves the right to reject any and all responses resulting from this RFP. Late responses will not be accepted and will be returned to the submitting company unopened. Incomplete responses will be deemed non-responsive and will be rejected from consideration. The City is not liable for any cost incurred by any person or firm responding to this RFP.

Please direct all questions regarding this RFP and the program it represents, in writing, to:

Mr. Richard A. Gould
rgould@ci.pacific.wa.us
City Administrator
The City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

Proposals must be submitted in the format outlined in this section. Provide three (3) copies of your response. Each will be reviewed to determine if it is complete prior to actual evaluation. The City reserves the right to eliminate from further consideration any response, which does not follow the format or is deemed nonresponsive; however, The City reserves the right to waive any irregularities or formalities.

1. Table of Contents

Proposals shall include a table of contents properly indicating the section and page numbers of the information included.

2. Executive Summary

Proposals shall include a concise abstract stating the respondent's overview of the project.

3. Contractor Qualifications Data

A. Firm Profile



Provide general information on the responding firm, including; name, business address, local telephone number, officers of the firm, and contact person for this project.

B. Project Team

Provide a list of the employees of the firm who will work on this project. A one-page resume including education, experience, and any other pertinent information shall be included for each key member of the project team.

C. References

Provide a minimum of five (5) references for A/V systems design and installation projects with a minimum of three (3) references applicable to Government and/or Municipal projects that have incorporated A/V systems in Council Rooms, and describe the services and Emergency Operation centers in the last thirty-six (36) months. Each reference shall describe the services and equipment provided, project cost, and benefits to the owner. Provide the owner's name, address, telephone number, and contact person for each reference. References for projects where the responding firm was not the prime contractor are not acceptable.

D. Litigation

Provide a description of any litigation to which your firm has been a party in the last five years to the extent such litigation pertains to A/V systems design and installation projects involving your firm.

3. Technical Approach

A. Proposed Scope of Work

Project design and methodology including technical approach and understanding of the scope of the project.

1. Proposals must indicate a clear understanding of the scope of the work, including a detailed project plan for this project outlining major tasks and responsibilities, time frames, and staff assigned for each category of the scope of work identified above.
2. Proposed A/V System Design Services – Provide details regarding the A/V system design services offered directly provided by the respondent, and identify any related services required to be provided by others (including The City, or the IT service provider) for full completion of this work. Proposals shall clearly distinguish the Contractors' duties and responsibilities and those of The City. Absence of this distinction shall mean the Contractor is assuming full



responsibility for all tasks.

3. Proposed Equipment –For all proposed equipment, respondent shall provide cut sheets of proposed equipment and proposed design elements to assist with understanding the proposed direction of the A/V system design.
4. Certifications Concerning Proposed Equipment - The respondent must include in its response to this section a letter which shall certify the firm's capability to provide, install, and warrant all A/V components proposed.
5. A manufacturer's warranty on all proposed equipment shall be provided. The warranty period shall begin on the completion date of the project. The A/V system design, installation practices, and operation and maintenance practices shall not void any manufacturer's equipment or system warranty.

B. Project Time-Line

Proposals must provide chronological time-line of each task or event and estimated required to complete the engagement.

C. Oversight from Single Contractor

1. The City strongly desires to contract with a single firm to accomplish all work and/or services outlined in this Request for Proposal.
2. Any proposed subcontractors must be identified in the Proposal response.
3. Any work not conducted by the Contractor or his subcontractors must be disclosed.

D. Project Management

Indicate your firm's approach to managing the project. Include a resume of the project manager responsible for the project.

4. Financial

Rates and Fees

1. Provide a proposed fee schedule.
2. Expenses not specifically listed will not be considered reimbursable.
3. Equipment and Installation costs must be listed by Rooms from Attachment A.

5. Documentation and Training

1. Provide detailed information on the system documentation, Operation guides and training programs available to The City



personnel and staff.

6. Evaluation of Proposals

A. Evaluation Process

The City will appoint a selection committee to formally evaluate each response. The evaluation process will grade the responses on merit and responsiveness. The evaluation process will include verification of references and project team members, confirmation of financial information and may include other information as directed by The City.

B. Grading Format

Each section or subsection of the response will be considered a separate selection criterion and will be graded individually. All scores will be summed to give the grand total score. The maximum possible total score for the response is 100 points.

C. Point Values

Criterion	Point Value
Contractor Qualification Data	30 Total Points
Project Team	10
References	20
Technical Approach	35 Total Points
Proposed Scope of Work	20
Project Time-Line	5
Single Firm Overseeing Contract	5
Project Management	5
Financial	25 Total Points
Rates and Fees	25
Documentation & Training	10 Total Points
Documentation	5
Training	5
Request for Proposals Total	100

Scope of Work and General Project Specifications

This section of the RFP defines in general terms the intended use or function of the system(s) needed by The City. The goal is to create a high quality, user friendly and media rich facility that will:

- a.) Aid and facilitate the use of audio and visual media for governmental meetings.
- b.) Capture Council Chamber meetings, Court Hearings and presentations which may be rebroadcasted or presented on the internet.



Overall requirements

1. The proposed solution/system must not require additional personnel to operate and maintain.
2. Proposals that include additional power, network or other outlets beyond those presently installed must include the cost for equipment, installation, cabling and hook-up in the proposal.
3. Proposals that include modifications to the furnishings, including the dais, must include the cost of the modifications and cost required to match the existing furnishings.
4. Overall system components and connections should be hidden to the maximum extent possible. Where not possible to hide, components and connections should match the overall aesthetics of the room.
5. Proposals must include all costs associated with this project, including, but not limited to, cost to procure equipment and software, installation of equipment, software, and components and cabling, integration with existing systems and testing. Costs must be listed by Room for value engineering.
6. Proposals must include system documentation, operations manual and on-site training for system operators/maintainers and general users.

The Specifications shall include the design and installation of an integrated A/V system in the following locations:

1. Council Chambers – Room 1

The Council Chambers is a rectangular room measuring approximately XX feet long by XX feet wide by XX feet tall. It will include a fixed dais located at the far side of the room that will accommodate 9 positions for the Mayor, staff and councilmembers. It will be flanked by a 4 position staff table with a lectern located to the front left of the dais. The system will require:

- A. 9 microphones for dais positions, 1 microphone for staff desk, 1 microphone for lectern. 1 Wireless handheld microphone. 1 wireless lapel microphone.
- B. 1 A/V input for laptop/PC on the lectern
- C. 1 A/V input for laptop/PC and 1 document camera input on the staff desk
- D. Projector screen or monitor viewable by the council members and presenter.
- E. Cable/DVD setup
- F. System to record audio/video for Internet broadcasting.
- G. Control Panel
- H. Sound Reinforcement
- I. Ceiling Speakers
- J. Hearing assisted units (3) / Hearing Loop Services



2. Main Lobby – outside of Chambers

- A. Ceiling speaker

3. Future Considerations

- A. 23" monitors for the 9 dais positions synchronized for viewing presentations.
- B. TV/Video projector
- C. 1 wall monitor for audience viewing of presentations



Agenda Bill No. 15-171

TO: Mayor Guier and City Council Members
FROM: Richard A. Gould, City Administrator
MEETING DATE: December 07, 2015
SUBJECT: Adopting the 2016 Budget – First reading.

ATTACHMENTS:

- Ordinance No. 2015-1920 & FTE Schedule-2016
- 2016-Budget Document

Previous Council Review Date: October 26th, & November 9, 2015 (Budget Workshop and Presentations)

Summary: The Mayor was presented with the Proposed Preliminary Budget on October 5, 2015 and she provided Council with full copies including the requests from the Departments.

On November 2, 2015 the Mayor provided Council with her Preliminary Budget and Budget Message.

A Public Hearing was held on October 26th to provide the opportunity for testimony from the Citizens on the Revenue Sources including the proposed tax levy increase and the Preliminary Budget.

On November 9th the Preliminary Budget as revised was available to the Public and the Council held a workshop on the 2015 Budget (on October 26th) providing the opportunity for Staff to present requests for changes in the allocations for their Departments and Council the opportunity to ask staff questions and provide direction.

A Public Hearing was held November 9, 2015 during the regular Council meeting providing the opportunity for further discussion from the Public on the 2015 Budget.

Recommendation/Action: Accept this as the first reading of Ordinance No. 2015-20XX adopting the Annual Budget by fund for the year 2016.

Motion for Consideration: Accept this as the first reading of Ordinance No. 2015-20XX adopting the Annual Budget by Fund for the year 2016.

Budget Impact:

Alternatives:

**CITY OF PACIFIC
WASHINGTON
ORDINANCE NO. 15-1920**

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON,
ADOPTING THE BUDGET FOR THE YEAR 2016 AND SETTING FORTH
THE ESTIMATED REVENUES AND APPROPRIATIONS.**

WHEREAS, after notice as prescribed by law, the City Council held public hearings on the 2016 Proposed Budget on October 26, 2015 and on November 09, 2015, at which time comments for or against any part of the budget were heard; and

WHEREAS, the 2016 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Pacific for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Pacific for 2016 and being sufficient to meet the various needs of Pacific during 2016;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The budget for the City of Pacific, Washington, for the year 2016 is hereby adopted at the fund level in its final form and content.

Section 2. Estimated resources, including beginning fund balances, for each separate fund of the City of Pacific, and aggregate total for all funds combined, for the year 2016 are set forth in summary form, and are hereby appropriated for expenditure during the year 2016 as set forth below:

FUND	Fund Name	Estimated Resources	Appropriations
001	General Fund	6,328,675	6,328,675
098	General Fund Equip Reserve	162,446	162,446
099	General Fund Cumulative Res	335,992	335,992
101	Street Fund	661,069	661,069
107	Tourism	100,025	100,025
300	Municipal Capital Improvement	432,000	432,000
301	Street Improvement	666,084	666,084
305	Parks Capital Improvement	294,350	294,350
308	Valentine Road	6,446,800	6,446,800
309	West Valley Highway Cap Imp	246,700	246,700
310	Stewart/Thornton Rd Project	452,000	452,000
333	Fire Impact Fees	82,264	82,264
401	Water Operations	1,750,041	1,750,041
402	Sewer	2,251,751	2,251,751
403	Garbage	291,881	291,881
406	Water Capital Improvement	5,543,100	5,542,100
408	Sewer Cumulative Fund	622,250	622,250
409	Storm	1,319,260	1,319,260
410	Storm water Facilities	1,205,200	1,205,200
411	Pierce County Surcharge Fund	189,000	189,000
499	Equipment Reserve	526,200	526,200
601	Customer Deposits	5,160	5,160
630	Developer Deposits	73,900	73,900
635	Pacific Court	54,948	54,948
640	Algona Court	209,370	209,370
	<i>TOTAL All Funds</i>	30,250,466	30,250,466

Section 3. Attachment "A" is adopted as the 2016 Salary schedule and the 2016 Maximum Position Authorization showing the authorized, budgeted staffing level.

Section 4. The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the Office of the State Auditor and the Association of Washington Cities.

Section 5. Effective Date. This Ordinance shall take effect and be in full force five (5) days from and after its passage, approval and publication as required by law.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 14TH DAY OF DECEMBER, 2015.

APPROVED

Leanne Guier, Mayor

ATTEST:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

City of Pacific

2016 Draft SALARY and Authorized FTE SCHEDULE

Position	Full Time Equivalents Number Authorized and Budgeted	Monthly Salary Range	
		Minimum	Maximum
Elected Mayor	1.0	750.00	750.00
Elected Council Member	7.0	200.00	200.00
Total Elected Officials	8.0		
Public Safety Director	1.0	9,000.00	11,000.00
Public Works Manager	1.0	6,000.00	8,000.00
City Engineer	1.0	4,000.00	6,000.00
Police Lieutenant	1.0	7,500.00	9,500.00
City Administrator	1.0	7,500.00	9,500.00
Public Works Lead	1.0	4,000.00	6,000.00
Police Sergeant	1.0	6,000.00	8,000.00
Building Inspector	1.0	4,000.00	6,000.00
Water/Stormwater Manager	1.0	4,500.00	6,500.00
Community Development Manager	1.0	6,500.00	8,500.00
Police Detective	1.0	5,500.00	7,500.00
City Clerk	1.0	4,500.00	6,500.00
Office Assistant	1.0	2,500.00	4,500.00
Court Administrator	1.0	5,000.00	7,000.00
Police Officer	7.0	5,500.00	7,500.00
Associate Planner	1.0	4,500.00	6,500.00
Maintenance Worker II	3.0	4,000.00	6,000.00
Maintenance Worker I	2.0	3,000.00	5,000.00
Permit Technician	0.8	3,000.00	5,000.00
Lead Finance Technician	1.0	4,500.00	6,500.00
Finance Technician II	1.0	3,500.00	5,500.00
Evidence Technician	1.0	3,500.00	5,500.00
Police Services Specialist II	1.0	3,500.00	5,500.00
Finance Technician I	1.0	3,500.00	5,500.00
Court Clerk	1.0	3,500.00	5,500.00
Community Services Coordinator	1.0	2,750.00	4,750.00
Bus Driver/Activities Coordinator	0.8	2,500.00	4,500.00
Youth Services Coordinator	1.0	2,750.00	4,750.00

	Hourly Rates	
Correction Sergeant (1)	22.00	22.00
Correction Officer (3)	20.56	20.56
Youth Services Assistant (seasonal)	9.50	11.83

Total Authorized and Budgeted Staff 36.00

City of Pacific

2015 SALARY and Authorized FTE SCHEDULE

Position	Full Time Equivalents Number Authorized and Budgeted	Monthly Salary Range	
		Minimum	Maximum
Elected Mayor	1.0	750.00	750.00
Elected Council Member	7.0	200.00	200.00
Total Elected Officials	8.0		
Public Safety Director	1.0	8,500.00	11,000.00
Public Works Manager	1.0	6,000.00	8,000.00
City Engineer	0.5	4,000.00	6,000.00
Police Lieutenant	1.0	7,500.00	9,000.00
City Administrator	1.0	8,000.00	10,000.00
Public Works Lead	1.0	4,500.00	6,500.00
Police Sergeant	1.0	6,500.00	8,000.00
Building Inspector	1.0	4,500.00	5,500.00
Water/Stormwater Manager	1.0	4,500.00	6,000.00
Community Development Manager	1.0	6,000.00	8,000.00
Police Detective	1.0	5,500.00	7,500.00
City Clerk	1.0	4,500.00	6,500.00
Office Assistant	1.0	2,500.00	4,000.00
Court Administrator	1.0	5,000.00	7,000.00
Police Officer	7.0	4,500.00	6,500.00
Associate Planner	1.0	4,500.00	6,500.00
Maintenance Worker II	3.0	4,000.00	6,000.00
Maintenance Worker I	2.0	3,000.00	5,000.00
Permit Technician	0.75	3,000.00	5,000.00
Lead Finance Technician	1.0	3,500.00	5,500.00
Finance Technician II	1.0	3,500.00	5,500.00
Evidence Technician	1.0	3,500.00	5,500.00
Police Services Specialist II	1.0	3,500.00	5,500.00
Finance Technician I	1.0	3,500.00	5,500.00
Court Clerk	1.0	3,500.00	5,500.00
Community Services Assistant	1.0	2,750.00	4,750.00
Bus Driver/Activities Coordinator	0.75	2,000.00	4,000.00
Youth Services Coordinator	1.0	2,750.00	4,750.00

	Hourly Rates	
Correction Sergeant (1)	22.00	22.00
Correction Officer (3)	20.56	20.56
Youth Services Assistant (seasonal)	9.50	11.83

Total Authorized and Budgeted Staff 36.00



Agenda Bill No. 15-172

TO: City Council Members
FROM: Mayor Guier
MEETING DATE: December 14, 2015
SUBJECT: Membership in National League of Cities

ATTACHMENTS: Membership Application for NLC

Previous Council Review Date: N/A

Summary: National League of Cities is a network of over 2,000 cities, towns, villages, and boroughs - plus 49 state municipal leagues - working for constant improvement in America's communities.

Benefits of joining NLC:

- advocates for cities and towns in Washington, D.C. through full-time lobbying and grassroots campaigns
- provides programs and services that give local leaders the tools and knowledge to better serve their communities
- provides opportunities for involvement and networking to help city officials seek ideas, share solutions, and find common ground for the future
- keeps leaders informed of critical issues that affect municipalities and warrant action by local officials
- strengthens leadership skills by offering numerous training and education programs
- recognizes municipal achievements by gathering and promoting examples of best practices and recognizing cities and towns for model programs and initiatives

- partners with state leagues to supplement resources and strengthen the voice of local government in the nation's capital and all state capitols
- promotes cities and towns through an aggressive media and communications program that draws attention to city issues and enhances the national image of local government

Dues cover participation by all elected officials and municipal staff in the organization.

Recommended Action: Approve membership in the National League of Cities.

Motion for Consideration: "I move to approve the submittal of a membership application for National League of Cities for the City of Pacific."

Budget Impact: \$1,117

Alternatives: Not join the National League of Cities

NATIONAL LEAGUE of CITIES

MEMBERSHIP APPLICATION

You're Invited to Join Us



Helping City Leaders Build Better Communities

When your municipality joins the National League of Cities (NLC), you become a member of a network of municipalities that care about their future. The NLC network includes mayors, council members, clerks, managers, department heads, and city staff from municipalities of all sizes that share in the resources and services offered by the National League of Cities.

Before you apply, please remember:

- **Your municipality must be a member of your state municipal league in order to become a member of NLC.**
- Membership dues amounts are based on your city's population as recorded in the 2010 U.S. census. Refer to the dues chart on the last page.
- Membership will be activated for the first day of the month in which the application is received, or the first day of the following month – whichever date is closer.
- A new member packet will be sent to elected officials and staff after receiving the completed application and full payment. The city can then begin to take advantage of all the benefits and services offered by NLC.

Application Instructions

- 1 Please type or print all sections.
- 2 Complete all information about your municipality and the individual profiles for elected officials and staff of your municipality. Please be sure to include email addresses, as members will miss many NLC communications without it. Email preferences can be adjusted by the individual at any time.
- 3 Use the dues schedule on the last page to determine your municipality's dues.
- 4 Submit your application and payment via one of the methods in Section 6.

Questions

Call NLC Member Services at (202) 626-3100 or toll-free at (877) 827-2385
Email us at memberservices@nlc.org.

SECTION 1 – MUNICIPALITY DATA

A municipality must be a member of its state municipal league before becoming a member of the National League of Cities.

Name of Municipality: _____

Referred By: _____ City: _____ State _____ Primary Membership Contact: _____

Address (City Hall): _____

City: _____ State: _____ Zipcode: _____

Billing Address (if different from above): _____

City: _____ State: _____ Zipcode: _____

Phone: _____ Fax: _____

Email: _____ Web: _____

Twitter: _____ Facebook: _____

Municipality Type: City Town Village Township Borough

Today's date: ____/____/____

Form of Government: Mayor / Council Council / Manager Commission Town Meeting

POPULATION: _____

SECTION 2 MUNICIPALITY FORM OF GOVERNMENT

Date Founded: ____/____/____ Date Incorporated: ____/____/____ Fiscal Year Begins: ____/____/____

Primary Election Date: ____/____/____ General Election Date: ____/____/____

Is the Chief Elected Official a member of the governing body: Yes No

How is the chief elected official selected?

- Directly by the voters in the general election
- Most votes for seat on governing body during general election
- Selected from the governing body by the governing body
- Other, describe _____

What is the size of the governing body? _____

Are governing body terms concurrent (C) or staggered (S)

What is the term length for the chief elected official? _____

What is the term length for the members of governing body? _____

SECTION 3 MUNICIPALITY PRIORITIES

- Economic Development
- Fiscal Stability
- Transportation
- Job Growth/Creation
- Public Safety
- Sustainability
- Education
- Neighborhood Revitalization
- Other

SECTION 4 – CITY OFFICIAL PROFILE

CHIEF ELECTED OFFICIAL

Name _____

Title _____

Email _____

Term End Date (month/year) _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

Chief of Staff / Exec. Ass. Name _____

Email _____ Telephone _____

CITY MANAGER

Name _____

Title _____

Email _____

Term End Date (month/year) _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

CITY CLERK

Name _____

Title _____

Email _____

Term End Date (month/year) _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

PRIMARY MUNICIPAL CONTACT

Name _____

Title _____

Email _____

Term End Date (month/year) _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

PRIMARY BILLING CONTACT

Name _____

Title _____

Email _____

Term End Date (month/year) _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

[You may submit as many individual profiles as desired for city staff at all levels who want to participate in the NLC membership](#)

SECTION 4 – CITY OFFICIAL PROFILE

FINANCE DIRECTOR

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

ECONOMIC DEVELOPMENT DIRECTOR

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

PLANNING DIRECTOR

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

SUSTAINABILITY DIRECTOR

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

ASSISTANT CITY MANAGER

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

ASSISTANT TO COUNCIL

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

ASSISTANT TO MAYOR

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

ADMINISTRATIVE ASSISTANT

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

CITY ATTORNEY

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

HUMAN RESOURCES

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

OTHER

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

OTHER

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

OTHER

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

OTHER

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

SECTION 4 – CITY OFFICIAL PROFILE



MEMBER OF GOVERNING BODY

Name _____
Title _____
Email _____
Term End Date (month/year) _____
Gender: Male Female Year of Birth _____ Ethnicity: _____

Chief of Staff / Exec. Ass. Name _____
Email _____ Telephone _____

MEMBER OF GOVERNING BODY

Name _____
Title _____
Email _____
Term End Date (month/year) _____
Gender: Male Female Year of Birth _____ Ethnicity: _____

MEMBER OF GOVERNING BODY

Name _____
Title _____
Email _____
Term End Date (month/year) _____
Gender: Male Female Year of Birth _____ Ethnicity: _____

MEMBER OF GOVERNING BODY

Name _____
Title _____
Email _____
Term End Date (month/year) _____
Gender: Male Female Year of Birth _____ Ethnicity: _____

MEMBER OF GOVERNING BODY

Name _____
Title _____
Email _____
Term End Date (month/year) _____
Gender: Male Female Year of Birth _____ Ethnicity: _____

*Helping City Leaders
Build Better Communities*

SECTION 4 – CITY OFFICIAL PROFILE

MEMBER OF GOVERNING BODY

Name _____
Title _____
Email _____
Term End Date (month/year) _____
Gender: Male Female Year of Birth _____ Ethnicity: _____
Chief of Staff / Exec. Ass. Name _____
Email _____ Telephone _____

MEMBER OF GOVERNING BODY

Name _____
Title _____
Email _____
Term End Date (month/year) _____
Gender: Male Female Year of Birth _____ Ethnicity: _____

MEMBER OF GOVERNING BODY

Name _____
Title _____
Email _____
Term End Date (month/year) _____
Gender: Male Female Year of Birth _____ Ethnicity: _____

MEMBER OF GOVERNING BODY

Name _____
Title _____
Email _____
Term End Date (month/year) _____
Gender: Male Female Year of Birth _____ Ethnicity: _____

MEMBER OF GOVERNING BODY

Name _____
Title _____
Email _____
Term End Date (month/year) _____
Gender: Male Female Year of Birth _____ Ethnicity: _____



OTHER

Name _____
Title _____
Email _____
Gender: Male Female Year of Birth _____ Ethnicity: _____

OTHER

Name _____
Title _____
Email _____
Gender: Male Female Year of Birth _____ Ethnicity: _____

OTHER

Name _____
Title _____
Email _____
Gender: Male Female Year of Birth _____ Ethnicity: _____

OTHER

Name _____
Title _____
Email _____
Gender: Male Female Year of Birth _____ Ethnicity: _____

OTHER

Name _____
Title _____
Email _____
Gender: Male Female Year of Birth _____ Ethnicity: _____

OTHER

Name _____
Title _____
Email _____
Gender: Male Female Year of Birth _____ Ethnicity: _____

OTHER

Name _____
Title _____
Email _____
Gender: Male Female Year of Birth _____ Ethnicity: _____

SECTION 5 – MEMBERSHIP DUES

NATIONAL LEAGUE OF CITIES DUES SCHEDULE

POPULATION	DUES	POPULATION	DUES
Under 1,000	\$263	275,001-300,000	\$15,259
1,000-2,500	\$536	300,001-325,000	\$16,192
2,501-5,000	\$809	325,001-350,000	\$17,118
5,001-10,000	\$1,117	350,001-375,000	\$18,050
10,001-20,000	\$1,489	375,001-400,000	\$18,979
20,001-30,000	\$1,861	400,001-425,000	\$19,910
30,001-40,000	\$3,258	425,001-450,000	\$20,842
40,001-50,000	\$3,813	450,001-475,000	\$21,767
50,001-60,000	\$4,467	475,001-500,000	\$22,698
60,001-70,000	\$5,401	500,001-600,000	\$23,631
70,001-80,000	\$5,952	600,001-700,000	\$24,554
80,001-90,000	\$6,697	700,001-800,000	\$25,490
90,001-100,000	\$7,816	800,001-900,000	\$26,421
100,001-125,000	\$8,743	900,001-1,000,000	\$27,352
125,001-150,000	\$9,674	1,000,001-1,333,333	\$34,607
150,001-175,000	\$10,610	1,333,334-1,666,666	\$39,073
175,001-200,000	\$11,535	Over 1,666,667	\$45,000
200,001-225,000	\$12,468	Annual Dues are based on your population reported in the 2010 census.	
225,001-250,000	\$13,400		
250,001-275,000	\$14,328		

PAYMENT METHOD: Check Enclosed Send Invoice Visa MasterCard American Express Wire Transfer

Credit card number: _____ CSV# _____ Exp. Date: _____

Name as it appears on Credit Card _____
(Please Print)

Signature of Card Holder: _____ Date: _____

SECTION 6 – SUBMIT APPLICATION

MAIL:

Return a completed application form by mail to:

National League of Cities
Membership Lockbox - 4047
PO BOX 17425
Baltimore, MD 21298-8240

FAX:

Send application to (202) 626-3109.

PHONE:

NLC Member Services
(202) 626-3100 or (877) 827-2385
8:30 a.m. - 5:00 p.m. eastern time, Monday through Friday

EMAIL:

memberservices@nlc.org