



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

July 5, 2016
Tuesday

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. DISCUSSION ITEMS**
 - (2) **A. AB 16-064:** Appointment to Planning Commission. (10 min.)
(Mayor Guier)
 - (8) **B. AB 16-065: Resolution No. 2016-353:** Authorizing the execution of an agreement with Washington State Patrol for the Statewide Electronic Collision and Ticket Online Records (SECTOR) program (10 min.)
(John Calkins)
 - (18) **C. AB 16-066: Resolution No. 2016-354:** Authorizing the execution of an agreement with Rolluda Architects, Inc., in the amount of \$124,970 to prepare a Civic Campus Feasibility Study and Master Plan. (10 min.)
(Jim Morgan)
 - (36) **D. AB 16-067: Resolution No. 2016-355:** Authorizing the surplus of equipment that has outlived its useful life and been replaced. (5 min.)
(Jim Morgan)
 - (39) **E. AB 16-068: Resolution No. 2016-356:** Authorizing the execution of an agreement with Reliance Communication, LLC, in the amount of \$8,000, for website redevelopment. (5 min.)
(Richard Gould)
- 5. EXECUTIVE SESSION** per RCW 42.30.110 (1)(b) to discuss lease or purchase of real estate if disclosure would increase price for 10 minutes.
- 6. ADJOURN**



TO: City Council Members
FROM: Mayor Guier
MEETING DATE: July 11, 2016
SUBJECT: **Appointment to Planning Commission**

ATTACHMENTS:

- Application of DuWayne Gratz – Planning Commission
-

Previous Council Review Date: N/A

Summary: Mayor Guier is recommending the appointment of Mr. DuWayne Gratz to the Planning Commission for an unexpired term.

Recommendation: Mayor Guier recommends the appointment of Mr. DuWayne Gratz to the Planning Commission for an unexpired term.

Motion for Consideration: I move to confirm the appointment of Mr. DuWayne Gratz to the Planning Commission for an unexpired term.

Budget Impact:

Alternatives:



RECEIVED
CITY OF PACIFIC

JUN 22 2016

CITY OF PACIFIC
100 3RD AVE SE
PACIFIC, WA 98047

COMMUNITY DEVELOPMENT
PUBLIC WORKS DEPARTMENT

APPLICATION FOR BOARD/COMMISSION/COMMITTEE POSITION

PLEASE PRINT

X I WOULD LIKE TO APPLY FOR:
X Planning Commission _____ Park Board _____ Lodging Tax Committee _____ Civil Service Commission

NAME: Pawanna Gratz DATE: 6/21/2016

ADDRESS: [REDACTED] HOME PHONE: [REDACTED]

Pacific, WA 98047 WORK PHONE: NA

CITY RESIDENT? YES NO HOW LONG? _____ REGISTERED VOTER? YES NO
(YOU ARE A RESIDENT IF YOU RESIDE WITHIN THE PACIFIC CITY LIMITS)

NAME AND ADDRESS OF EMPLOYER (& type of business): [REDACTED]

Oasis Northwest Business Development Consulting, Inc. Pacific, WA.

EDUCATIONAL BACKGROUND (include year of graduation and any degrees obtained):
2 years Green River CC, 2 years U of W Landscape Architecture

PROFESSIONAL EXPERIENCE:
29 years experience in the architectural and engineering services field. See attached LinkedIn profile.

ORGANIZATION AFFILIATIONS:
None except member of Auburn School District Safety Committee.

NOTE A RESUME MAY BE ATTACHED IF DESIRED

WHY ARE YOU SEEKING APPOINTMENT?
I have extensive experience in the design and construction of horizontal and vertical construction projects with land use issues. Routinely research and respond to complicated government docs.
GENERAL REMARKS:
15 years plus resident.

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF PACIFIC CITY CLERK
100 3RD AVE SE
PACIFIC, WA 98047

Pawanna Gratz
SIGNATURE

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Notify your network? Yes, publish an update to my network about my profile changes.

Yes

Add a background photo

Is this your current position?

Co-Founder, Senior VP - Contract Management and Company Administration at Associated Petroleum Gas Systems (APGS)

Yes No



DuWayne Gratz

Oasis NW Business Development Consulting, Inc., President; Associated Petroleum Gas Systems Inc., Co-Founder, Senior VP

Greater Seattle Area Marketing and Advertising

- Current: Associated Petroleum Gas Systems (APGS), Oasis Northwest Business Development Consulting Inc.
Previous: BCRA, The Tsang Partnership, Louis Owen Inc
Education: University of Washington

View profile as

500+ connections

https://www.linkedin.com/in/duwayne-gratz-9671b713

Contact info

Add a section to your profile - be discovered for your next career step.



Summary

Adding a summary is a quick and easy way to highlight your experience and interests

Add summary



Language

This can help you find a new job, get a promotion, or transfer overseas

Add language



Volunteering Opportunities

View More

Organizations

Experience

Co-Founder, Senior VP - Contract Management and Company Administration

Associated Petroleum Gas Systems (APGS)

February 2015 - Present (1 year 5 months) | Western Washington

Associated Petroleum Gas Systems (APGS) is a technical services company providing environmentally innovative pollution reduction and power generation equipment.

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Profile Strength Revit 2017: New Features for Architecture



Viewers: 1,212



Building Roofs with Revit Viewers: 4,185

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President



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Advanced



Oasis Northwest Business Development Consulting Inc

April 2014 - Present (2 years 3 months) | Pacific, WA

- Skilled, self-motivated, organized, detail oriented, and dedicated professional with over thirty-six (36) years of experience as a business development and marketing leader while managing all facets of architectural and engineering projects to the highest standards of the profession with integrity.
- Proven track record of creating and leading strong multidisciplinary teams that provide high-quality, fast-track services including: pre-design, design, contract documents, quality control and construction administration.
- Utilized outgoing personality, positive attitude, strong team leadership abilities, excellent communication and time management skills to create and nurture strong firm brand.
- Responsible for Business Development and Marketing campaign resulting in the award of over \$700M of fast-track Design-Build construction projects, during the last six (6) years, on military bases and government facilities, in twenty-eight (28) states, Puerto Rico, Japan, South Korea.
- Repeatedly identified emerging markets for design services, developed capture strategies and then pursued nationwide.
- Created in-house design capabilities and developed subconsultant/contractor teams from the ground up. Successfully marketed these experienced D-B teams to existing and new clients.
- Praised by clients for performing timely and detailed reviews of RFQ/RFP solicitation documents and for ensuring that customized technical responses clearly met all RFQ/RFP selection parameters. Developed marketing materials specifically targeted to the marketplace to achieve this end result.
- Extensive past experience with many project types and diverse clientele including Federal, State, Public and Private sector while utilizing both Design-Bid-Build (D-B-B) and fast-track Design-Build (D-B) delivery for multiple concurrent projects and task orders.
- Assisted Panattoni Development Company on the winning GSA RLP for the D-B, 300,000 SF, FAA HQ in Des Moines, WA; lease value \$210M plus.

Notify your network?

Yes, publish an update to my network about my profile changes

Yes

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Revit 2017: New Features for Architecture Viewers: 1,212



Building Roofs with Revit Viewers: 4,183



AutoCAD 2017 Essential Training Viewers: 4,331

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1 recommendation



Matthew Buchanan Development Manager at Panattoni Development Company

I highly recommend that anyone developing a proposal for a government contract contact DuWayne Gratz. DuWayne played an integral role in the award of the lease for the Federal Aviation Administration's new 300,000 SF regional headquarters to View

Federal Aviation Administration's new regi

Principal

BCRA

July 1999 - March 2014 (14 years 9 months) | Tacoma, WA



- Skilled, self-motivated, organized, detail oriented, and dedicated professional with over thirty-six (36) years of experience as a business development and marketing leader while managing all facets of architectural and engineering projects to the highest standards of the profession with integrity.
- Proven track record of creating and leading strong multidisciplinary teams that provide high-quality, fast-track services including: pre-design, design, contract documents, quality control and construction administration.
- Utilized outgoing personality, positive attitude, strong team leadership abilities, excellent communication and time management skills to create and nurture a strong firm brand.
- Responsible for Business Development and Marketing campaign resulting in the award of over \$700M of fast-track Design-Build construction projects, during the last six (6) years, on military bases and government facilities, in twenty-eight (28) states, Puerto Rico, Japan, South Korea.
- Repeatedly identified emerging markets for design services, developed capture strategies and then pursued nationwide.
- Created in-house design capabilities and developed subconsultant/contractor teams from the ground up. Successfully marketed these experienced D-B teams to existing and new clients.
- Praised by clients for performing timely and detailed reviews of RFQ/RFP solicitation documents and for ensuring that customized technical responses clearly met all RFQ/RFP selection parameters. Developed marketing materials specifically targeted to the marketplace to achieve this end result.
- Extensive past experience with many project types and diverse clientele including Federal, State, Public and Private sector while utilizing both Design-Bid-Build (D-B-B) and fast-track Design-Build (D-B) delivery for multiple concurrent projects and task orders.



Advanced



Notify your network?

Yes, publish an update to my network about my profile changes

Yes

Add new skills with these courses



Revit 2017: New Features for Architecture

Views: 1,212



Building Roofs with Revit

Views: 4,185



AutoCAD 2017 Essential Training

Views: 4,331

View more courses

1 recommendation



Melissa Walton Independent Consultant

It has always been a pleasure to work with BCRA and DuWayne Gratz. The firm's background and expertise portfolio in the Federal Market always provided for a wonderful and successful teaming. Having such an extensive and diverse portfolio often...

Facilities Repair, Renewal Program award

Vice President

The Tsang Partnership

January 1988 – July 1999 (13 years 7 months) | Tacoma, WA

- Managed Pre-Design, Code Analysis, Design, Contract Documents, Quality Control, and Construction Contract Administration services for Public and Private Sector Design-Bid-Build projects and Federal Design-Build projects.
- Extensive Business Development and Marketing experience targeting and obtaining State and Federal A-E IDIQ contracts, negotiating these contracts and hourly rates, program management, task order management, scheduling, design package and RFP development, design quality control and construction administration.
- Managed hundreds of projects and task orders ranging including planning reports, Design-Build solicitations, plans, specifications, and cost estimates for Design-Bid-Build projects, master planning for future projects, field investigation, facility maintenance audits, existing structure upgrades, construction support and field inspections, and review of design-build submittals after award. Projects included new construction, tenant improvements and/or renovation of existing structures. Regularly managed up to twenty five (25) projects/task orders concurrently with up to fifteen - twenty (15 - 20) in-house staff.

Add Media: Document Photo Link Video Presentation

Project Manager

Louis Owen Inc

January 1985 – January 1986 (1 year 1 month) | Seattle, WA

• Managed Pre-Design, Code Analysis, Design, Contract Document, Quality Control, and Construction Contract Administration services for Private Sector Design-Bid-Build hospitality projects in WA.



Add Media: Document Photo Link Video Presentation

Notify your network?

Yes, publish an update to my network about my profile changes



Project Manager

Don Kirkman, Architect

January 1983 – January 1985 (2 years 1 month) | Auburn, WA

• Managed Pre-Design, Code Analysis, Design, Contract Document, Quality Control, and Construction Contract Administration services for Private Sector Design-Build projects, Churches, Schools, Nursing Homes, Psychiatric Care Facilities in twenty-six (26) states. Many fast-track, concurrent D-B projects.

Add Media: Document Photo Link Video Presentation

Add new skills with these courses

- Revit 2017: New Features for Architecture**
Viewers: 1,212
- Building Roofs with Revit**
Viewers: 4,183
- AutoCAD 2017 Essential Training**
Viewers: 4,331

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Project Manager

Smith Walmsley Architects

January 1982 – January 1983 (1 year 1 month) | Auburn, WA

• Managed Pre-Design, Code Analysis, Design, Contract Document, Quality Control, and Construction Contract Administration services for Private Sector Design-Build projects, Churches, Schools, Nursing Homes, Psychiatric Care Facilities in twenty-six (26) states. Many fast-track, concurrent D-B projects.

Add Media: Document Photo Link Video Presentation

Project Manager

Don Kirkman, Architect

January 1981 – January 1982 (1 year 1 month) | Auburn, WA

• Managed Pre-Design, Code Analysis, Design, Contract Document, Quality Control, and Construction Contract Administration services for Private Sector Design-Build projects, Churches, Schools, Nursing Homes, Psychiatric Care Facilities in twenty-six (26) states. Many fast-track, concurrent D-B projects.

Add Media: Document Photo Link Video Presentation

Designer

The Keimig Associates

September 1977 – January 1981 (3 years 5 months) | Auburn, WA

• Provided Pre-Design, Code Analysis, Design, Contract Document, Quality Control, and Construction Contract Administration services for Public and Private Sector Design-Bid-Build projects. K-12 Schools, Office Buildings, Churches and Residences in WA and WY

Add Media: Document Photo Link Video Presentation

[Add position](#)

Skills & Endorsements



Agenda Bill No. 16-065

TO: Mayor Guier and City Council Members

FROM: John Calkins

MEETING DATE: July 11, 2016

SUBJECT: WSP Statewide Electronic Collision and Ticket Online Records (SECTOR) Service Level Agreement, WSP Contract No. K12033

ATTACHMENTS:

- Resolution No. 2016-353
- SECTOR Service Level Agreement between Pacific Police Department and Washington State Patrol.

Previous Council Review Date: 2009

Summary: In 2009 the Washington State Patrol, (WSP) implemented the Statewide Electronic Collision and Ticket Online Records (SECTOR) program which allows infractions, citations and collision reports to be filed electronically with the State and the Court. Pacific entered into an agreement with the WSP in 2009 and the Agreement expired on June 30, 2014. This Amendment replaces the previous expired Agreement in accordance with Section 11 of the Agreement.

Recommended Action: Allow the Amendment to be executed and signed.

Motion for Consideration: "I move to approve Resolution No. 2016-352 authorizing the execution of the SECTOR Contract Amendment between Pacific Police Department and Washington State Patrol."

Budget Impact: None

Alternatives: Resort to handwriting tickets and duplicate the work for the Court, State and Pacific Police staff.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016-353

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON AUTHORIZING THE MAYOR TO SIGN A CONTRACT
AMENDMENT WITH THE WASHINGTON STATE PATROL FOR SECTOR
SERVICES.**

WHEREAS, the City of Pacific Police Department uses SECTOR on a daily basis to issue infractions, citations and complete collision reports, and

WHEREAS, SECTOR has vastly improved the process for issuing such documents to the State, Court and police records, and

WHEREAS, a great amount of time is saved at all levels by the electronic capability of the system.

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

Section 1. The Pacific City Council hereby authorizes the Mayor to sign and enter into the amended agreement with the Washington State Patrol for SECTOR services.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures heron.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 11th DAY OF JULY, 2016.**

Leanne Guier, Mayor

Attest:

Amy Stevenson Ness, City Clerk

Approved as to form:

Carol Morris, City Attorney

SECTOR Service Level Agreement Between Pacific Police Department And Washington State Patrol

1. **Purpose.** This Service Level Agreement (Agreement) is between the Washington State Patrol (WSP) and the Pacific Police Department (a General authority Washington law enforcement agency as defined in Section 10.93.020 of the Revised Code of Washington; or an Office of a Prosecuting Attorney as defined in Chapter 36.27 of the Revised Code of Washington), referred to hereafter as the Agency. This Agreement defines roles and expectations in regard to the Statewide Electronic Collision and Ticket Online Records (SECTOR) processes including a method for resolving technical issues.

2. **Description of SECTOR.** SECTOR has three primary parts:
 - SECTOR Client is the application that operates on a vehicle computer or device, or a collision reviewer's workstation. SECTOR Client software will be used to create and transmit electronic collision reports, notice of infractions (NOI), and notice of criminal citations (NOCC).
 - SECTOR BackOffice is the application and database at WSP that accepts collision reports, NOIs and NOCCs. The SECTOR BackOffice application coordinates updates to the SECTOR Client software.
 - The third part is all applications that receive and process collision, NOI and NOCC data as collected either through SECTOR or on paper forms. These applications are under the control of a governing organization with representatives from the Washington Traffic Safety Commission (WTSC), WSP, the Administrative Office of the Courts (AOC), the Washington State Department of Transportation (WSDOT), and the Department of Licensing (DOL). This group is known as the SECTOR Governance Committee.

3. **Agency Responsibilities.** The Agency certifies that it operates computers to create or review vehicle collision reports and/or NOIs and/or NOCCs pursuant to federal, state, and local requirements using SECTOR Client. Under this Agreement the responsibilities of the Agency are:
 - a. The Agency shall designate a Local SECTOR Administrator as the primary contact for SECTOR and who will receive SECTOR Administrator training. The Local SECTOR administrator shall:
 - Administer user accounts for Agency personnel;
 - Accept modifications to the SECTOR Client;
 - Document and submit recommendations for modification of SECTOR via the change request process;
 - Manage the connection(s) needed to move data between SECTOR Client to SECTOR BackOffice applications;
 - Provide support for Agency users and reviewers;

- Update required Agency processes with the parameters of SECTOR.
 - Contact WSP Information Technology Division Customer Services to initiate a work order for problem resolution and tracking.
- b. Agency support staff will install SECTOR Client software on Agency-owned equipment. The Agency will not share the SECTOR Client with others.
 - c. The Agency acknowledges Appendix A, Statement on Collision Records Data. The Agency certifies that if it operates electronic equipment to create vehicle collision reports pursuant to federal, state and local requirements it will not disclose collision data except in compliance with federal and state law.
 - d. The Agency will adhere to the SECTOR application standards for the computing environment as published by WSP. The Agency will make its electronic collision, NOI and NOCC reporting equipment and system secure and prevent unauthorized use. The Agency will ensure Agency SECTOR equipment maintains current virus checking software. If the Agency SECTOR equipment becomes infected, the Agency will take all necessary steps to remove the virus and assure the virus is not transmitted to the SECTOR server located at and maintained by WSP.
 - e. Agency users and reviewers will transfer collisions, NOIs, and NOCCs regularly and promptly. All Agency users and reviewers will adhere to training program detailed in Appendix B, SECTOR Governance Committee Training Policies.
 - f. The Agency will be responsible for all required hardware and software purchases for the Agency use of the SECTOR Client application and the transmittal of collision reports, NOIs, and NOCCs to WSP, including Agency personnel, operating, maintenance, and data transmission costs. Any costs associated with the Agency interfacing with SECTOR BackOffice will be the responsibility of the Agency.
 - g. If the Agency is an Office of a Prosecuting Attorney, Agency users will not utilize the SECTOR client to create collision reports.
- 4. WSP Responsibilities.** WSP provides support for SECTOR Client and SECTOR BackOffice computing environment. Under this Agreement the responsibilities of WSP are:
- a. WSP will provide SECTOR Client software to the Agency at no charge. Maintenance of the SECTOR Client application is provided by WSP, including maintaining compliance with the business rules, data formats, and standardized collision report forms. WSP will provide the Web uniform resource locator (URL) address for connection to the SECTOR BackOffice application and security information to the Local SECTOR Administrator to assure client connectivity. WSP will provide a secure environment for collision, NOI, and NOCC data; and retain this data according to federal and state laws and regulations. WSP will also provide to the Agency any evasive action required to protect the SECTOR computing environment from significant risk.

- b. WSP will create Local SECTOR Administrator Account; train the Local SECTOR Administrator; and assist the Local SECTOR Administrator in administration of agency accounts.
 - c. WSP will provide a change request/control process; coordinate change requests describing issues or enhancements through the SECTOR Governance Committee; provide notification of application modifications; transmit NOIs and NOCCs to AOC; and transmit collision reports to DOT and DOL.
 - d. WSP reserves the right to review and approve Agency equipment security measures; and to suspend or withhold service until such matters are corrected to the reasonable satisfaction of WSP. This includes validation of current virus checking software packages.
 - e. WSP will support SECTOR Governance Committee sanctioned training.
 - f. WSP Information Technology Division Customer Services will provide first level telephone support twenty-four (24) hours-a-day, seven (7) days-a-week to assist the Agency in resolving problems with the SECTOR application. This support is limited to resolutions for routine questions on the SECTOR Client application and processes, including troubleshooting and password resets, and using pre-defined policies and procedures. Items not immediately resolved by WSP will be moved to a higher level of support within WSP; this higher level of support is provided during regular business hours, Monday through Friday.
5. **Project Contacts.** WSP and Agency points of contact for this Agreement are identified in Appendix C, Project Contacts.
6. **Changes and Modifications.** Except for changes to the points of contact information contained in Appendix C, changes in this Agreement are not in effect unless agreed upon by both WSP and the Agency. However, the Agency agrees to comply with changes in data formats, report forms and other business rules as required by WSP. The Agency will be notified when any changes or updates to these requirements occur. The revising party shall notify the other party of any changes to Appendix C within five (5) business days of the change taking affect.
7. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
8. **WSP Staffing.** WSP staff providing services under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee and shall perform the duties required by this Agreement in a manner consistent with WSP policy and regulations, applicable state and local laws, and the Constitutions of the State of Washington and the United States. The assignment of personnel to accomplish the purpose of this Agreement shall be at the discretion of the Chief of WSP or designee.
9. **Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.

APPENDIX A

Statement on Collision Records Data

In 1938 Washington State law (currently RCW 46.52.060) authorized the Washington State Patrol (WSP) to file, tabulate and analyze collision reports; and to produce certain statistical information about collisions. For the next thirty years WSP maintained a largely manual system for filing collision reports generated over approximately five-year periods. WSP also produced some limited statistical collision data, primarily fatality and accident rate summaries, using paper punch card technology. Analysis of collision data for highway safety purposes was not possible because Washington State did not have a uniform collision report; data on collision reports was primitive and inconsistent; collision reports were not coded by precise roadway location; and no computerized database system existed.

In 1966 and 1973 the federal government enacted laws requiring states to create computerized collision databases in order to analyze the need for highway safety improvements; and to participate in federal programs to fund those improvements. These federal laws and their associated funding provided for states to adopt uniform collision reports containing detailed highway safety coding; and provided that information from these reports would be maintained in a computerized collision database with precise location coding of all collisions. These laws were implemented jointly by WSP and the Washington State Department of Transportation (WSDOT). Beginning in approximately 1970 WSP collected collision reports and entered the raw data into a computer. The data was then transferred to WSDOT for the creation of the collision database required under federal law. WSP maintained copies of individual collision records as well as its database, while WSDOT maintained their own collision database.

The WSP and WSDOT systems for filing individual collision reports, the entry of raw data into a computer, and the creation of the collision database remained unchanged until 1996. By this time the original WSP computer system used for data entry and storage and retrieval of collision records had become obsolete. An attempt to convert to an optical character recognition system was not successful. After an extensive discussion between WSP, WSDOT and the Washington State Office of Financial Management, the agencies concluded that functions related to the maintenance of copies of collision reports and computer input of raw collision report data could be most efficiently performed by WSDOT in conjunction with its already existing collision database function. Beginning in 2002, WSDOT not only created the collision database required by federal law but also, pursuant to an interagency agreement with WSP, began entering all raw collision data into WSDOT's computer. Pursuant to this interagency agreement, WSDOT also began work to develop an electronic imaging system to store and retrieve copies of individual collision reports. This imaging system was implemented in May 2003.

The current system for filing paper collision reports and creating the collision database will remain in effect until WSP, WSDOT and separate law enforcement agencies enter into a SECTOR Service Level Agreement to allow Agencies to file collision reports and transmit collision report data electronically to WSDOT. The Statewide Electronic Collision and Ticket Online Records (SECTOR) application was developed through a collaborative partnership that includes WSP, WSDOT, the Administrative Office of the Courts, the Department of Licensing, and local law enforcement agencies. SECTOR enables law enforcement officers to create electronic collision reports and other forms in the field, pursuant to federal, state and local requirements. This data is then transferred

to a central database where it is available for review, analysis and reporting by law enforcement agencies.

The Department of Licensing is an agency of the State of Washington authorized by law (RCW 46.52.030) to receive full access to collision reports for purposes of maintaining case records under RCW 46.52.120; for supplying abstracts of driving records under RCW 46.52.130; and to administer financial responsibility requirements when drivers are involved in traffic collisions under chapter 46.29 RCW. To perform these functions, they must review collision reports that are filed by law enforcement agencies and citizens.

Federal law prohibits data compiled or collected for purposes of complying with federal highway safety laws from being used in any action for damages arising from any occurrence at a location mentioned in the data (*Pierce County v. Guillen*, 537 U.S. 129 (2003)).

APPENDIX B

SECTOR Governance Committee Training Policies

Training Requirements

1. Every Agency that elects to use SECTOR must designate one person (up to three) to attend a Governance Team sponsored SECTOR Training Course. This ensures that each Agency using SECTOR will have at least one individual who has received training through the Governance Team sponsored SECTOR Training Course. An Agency may send more than three officers/deputies to Governance Team sponsored SECTOR Training Course when additional seats are available.
2. Individuals who have attended the Governance Team sponsored SECTOR Training Course should assume responsibility for training other users within their Agency.
3. Training courses conducted within an Agency must be coordinated with the SECTOR Training Coordinator.

Training Recommendations

1. Individuals conducting training within their Agency should be proficient with the SECTOR application prior to training additional users by using SECTOR for at least 90 days prior to conducting training. Agencies can request assistance from WSP or other agencies for training.
2. Agencies must designate a SECTOR point-of-contact through whom all SECTOR support questions will come to the WSP help desk. This point-of-contact will most often be the Agency's designated Local SECTOR Administrator. For urgent SECTOR issues or questions during non-standard work hours SECTOR users may contact the WSP Information Technology Division Customer Services.
3. Each Agency SECTOR User should receive training with the current version of the course materials and according to established course standards. These include:
 - a. Course manuals & exercises
 - b. Training materials
 - c. Suggested course duration (2 days)
 - d. SECTOR Training evaluation form (optional)
4. Individuals who have attended a Governance Team sponsored SECTOR Training Course and are experienced in the use of SECTOR are encouraged to serve as trainers in future Governance Team sponsored SECTOR Training Courses or with other agencies.
5. Recommendations for improvements to SECTOR should be directed to the Agency's Local SECTOR Administrator. The Local SECTOR Administrator sends recommendations/ feedback to WSP.

APPENDIX C

Project Contacts

1. For WSP:

Technical issues and change requests:

Information Technology Division Customer Services Group

Telephone: (360) 705-5999

E-mail: ITDCustomerServicesGroup@wsp.wa.gov or ITDHelp@wsp.wa.gov

Service Level Agreement issues:

Ms. Debbie Peterman

Information Technology Division

Washington State Patrol

Street Address: 403 Cleveland Avenue, Suite C, Tumwater WA 98501

Mailing Address: PO Box 42622, Olympia WA 98504-2622

Telephone: (360) 596-4976

E-mail: sectoradmin@wsp.wa.gov

2. For the Agency:

Technical issues and change requests:

Pacific Police Department

Detective Dave Newton

100 3rd Ave SE

Pacific WA 98047

dnewton@ci.pacific.wa.us

253-929-1194

Service Level Agreement issues:

Detective Dave Newton

dnewton@ci.pacific.wa.us

253-929-1194



TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: June 27, 2016

SUBJECT: Professional Services Agreement for Civic Campus Feasibility Study and Master Plan

ATTACHMENTS:

- Resolution No. 2016-354
- Professional Services Agreement
- Scope of Work and Budget

Previous Council Review Date: N/A

Summary: The City of Pacific Civic Campus and buildings are aging and are in need of extensive upgrades including heating ventilation and air conditioning to preserve the technological equipment, adequate space for future staffing needs and stakeholder services, adequate storage for document archives, etc. Large scale modifications of City facilities should be undertaken only after a thorough analysis of the future needs of required staffing levels.

The City followed the procedures in chapter 39.80 RCW to seek a qualified firm to prepare a Civic Campus Feasibility Study and Master Plan. After reviewing qualifications and conducting interviews, the City staff recommends the selection of Rolluda Architects, Inc. A contract has been prepared with a scope of work that includes this Study and Plan, in the amount of \$124,970.

Recommended Action: Staff recommends Council approve Resolution No. 2016-354, which authorizes the Mayor to sign the Professional Services Agreement with Rolluda Architects, Inc., in the amount of \$124,970.

Motion for Consideration: "I move to" approve Resolution No. 2016-354, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT WITH ROLLUDA

ARCHITECTS FOR CIVIC CAMPUS FEASIBILITY STUDY AND MASTER PLAN IN THE AMOUNT OF \$124,970.

Budget Impact: If accepted by City Council, the cost of the services will not to exceed \$124,970.00. These funds have been allocated in the 2016 Budget.

Alternatives: None recommended

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016-354

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ROLLUDA ARCHITECTS, INC. FOR FEASIBILITY STUDY AND MASTER PLANNING SERVICES IN THE AMOUNT OF \$124,970.

WHEREAS The City of Pacific Civic Campus and buildings are aging and are in need of extensive upgrades including heating ventilation and air conditioning to preserve the technological equipment, adequate space for future staffing needs and stakeholder services, adequate storage for document archives, etc.; and

WHEREAS The City was budgeted \$125,000 for the development of a Civic Campus Feasibility Study and Master Plan; and

WHEREAS City staff solicited statements of qualifications from firms listed on the Municipal Research Services Center (MRSC roster); and

WHEREAS based on criteria established by city staff and conducting interviews of two firms, Rolluda Architects, Inc. has been determined to be the most highly qualified firm among the firms considered;

WHEREAS City staff have negotiated a scope of work and budget with Rolluda Architects, Inc. to complete the required tasks;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1, The Pacific City Council hereby authorizes the Mayor to execute the professional services agreement attached to this Resolution between the City of Pacific and Rolluda Architects, Inc.. for Civic Campus Feasibility Study and Master Planning Services in the amount of \$124,970.00.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

APPROVED BY THE PACIFIC CITY COUNCIL THIS 11TH DAY OF JULY, 2016.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

CITY OF PACIFIC PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 11th day of July, 2016, by and between the City of Pacific, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF PACIFIC, WASHINGTON (hereinafter the "CITY")
100 – 3rd Avenue S.E.
Pacific, Washington 98047
Contact: Mayor Leanne Guier Phone: 253-929-1100 Fax: 253-939-6026

and rolluda architects, Inc., a Washington State for Profit Corporation (describe the type of organization, whether corporation, sole proprietorship, etc.), organized under the laws of the State of Washington, doing business at:

rolluda architects, Inc. (hereinafter the "CONSULTANT")
Address: 105 South Main Street, Suite 323
City, State, Zip: Seattle, WA 98104

Contact: Mr. Alex Rolluda Phone: 206.624.4222 Fax: 206.624.4226

for professional services in connection with the following Project:

Civic Campus Feasibility Study and Master Plan

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work.

A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "A." If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. **Terms.** This Agreement shall commence on June 27, 2016, ("Commencement Date") and shall terminate on March 31, 2017 unless extended or terminated in writing as provided herein.

4. Compensation.

- LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.
- TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$ 124,970 including all applicable taxes, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.
- TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."
- OTHER. _____

5. Payment.

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

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

6. Discrimination and Compliance with Laws

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

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Pacific business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing 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.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

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

10. **Ownership of Work Product.**

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. **Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. **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.

13. Insurance. 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.

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

15. **Notice.** Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Leanne Guier
Mayor
100 – 3rd Avenue S.E.
Pacific, WA 98047

Phone: 253-929-1100
Fax: 253-939-6026

rolluda architects, Inc.
Attn: Mr. Alex Rolluda
105 South Main Street, Suite 323
Seattle, WA 98104

Phone: 206.624.4222
Fax: 206.624.4226

16. **Resolution of Disputes and Governing Law.**

A. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by mutual good-faith negotiation between the parties in a reasonable time, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

17. **General Provisions.**

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, 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 the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits 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 whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document

as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF PACIFIC, WASHINGTON

rolluda architects, Inc.

By: _____
Leanne Guier
Mayor

By: 
Name: Alex E. Rolluda

Date: _____

Title: President

Attest:

Date: July 1, 2016

By: _____
Amy Stevenson-Ness
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney

City of Pacific

CIVIC CENTER CAMPUS SPACE NEEDS ASSESSMENT AND PHASED MASTER PLAN

Scope of Work

June 22, 2016

PROJECT INITIATION

- 0.1** General Project Management
- 0.2** Background Data Collection/Review
 - 0.2.1 Review/Confirm general compliance of as-built drawings with existing conditions
 - 0.2.2 Conduct general zoning code review for City-Owned parcels
 - 0.2.3 Review other previous studies/information provided by City
- 0.3** Kick-off Meeting
 - 0.3.1 Conduct kick-off meeting with City. Combine with Visioning Process
- 0.4** Work Plan/Schedule
 - 0.4.1 Develop Work Plan and Project Schedule

Deliverables:

Consultant:

- Work plan, schedule
- Vision Statement

City:

- As-built drawings of City buildings
- Previous studies/information

TASK 1 – NEEDS ASSESSMENT

- 1.1** Assess City-wide space and facility needs for current and projected needs, including all City administrative and operational facilities. The evaluation is to include the square footage requirements for personnel, vehicles, equipment storage, personnel parking, visitor parking and other associated requirements for the daily operation of each department at the present time and the 20-year planning period.
 - 1.1.1 Develop, distribute, and process Departmental and Staff questionnaires to gain understanding of workspace needs and support space needs, adjacency requirements, special requirements (HVAC, electrical/lighting, acoustics, security, etc)
 - 1.1.2 Interview key personnel to review/confirm responses to questionnaires.

- 1.1.3 Assist City with development of criteria for space needs (space standards).
- 1.1.4 Develop Space Needs Analysis.
- 1.2** Analysis of current and future resources needed for optimized facility management.
 - 1.2.1 Conduct walk-through of City facilities with consultant team to develop a general understanding of building condition
 - 1.2.2 Conduct general review of building code as it relates to City facilities and master plan
 - 1.2.3 Documents findings in technical memo
- 1.3** Identify opportunities to optimize use of current space (*concurrent with Task 1.4*)
 - 1.3.1 Develop alternatives for reorganization of space to optimize use of existing facilities.
 - 1.3.2 Refine preferred option(s)
- 1.4** Provide recommendations describing the expansion of current spaces and/or new facilities.
 - 1.4.1 Develop options for expansion of existing spaces and/or new facilities to meet City's space and functional needs.
 - 1.4.2 Develop evaluation criteria based on vision statement
 - 1.4.3 Refine preferred option(s)
 - 1.4.4 Stakeholder Workshop #1 – conduct workshop with key stakeholders to review/evaluate options developed under Tasks 1.3 and 1.4 using criteria developed under Task 1.4.2
 - 1.4.5 Stakeholder Workshop #2 – conduct workshop with key stakeholders to review/evaluate preferred option(s)
- 1.5** A public involvement program that encourages the participation of interested parties as well as the City's boards and commissions.
 - 1.5.1 Assist City with development of public involvement program for master planning effort
- 1.6** A visioning process that will establish major plan objectives, goals, and policies for the preparation of the final master plan.
 - 1.6.1 Conduct Visioning workshop with City and Stakeholders in conjunction with Task 0.3 Kick-off Meeting.
 - 1.6.2 Develop Project Vision Statement establishing major plan objectives, goals, and policies
- 1.7** The creation of a dedicated and hardened Emergency Operations Center should be considered.
 - 1.7.1 As part of Task 1.1, needs for an EOC will be developed, documented, and incorporated into overall City Needs Assessment
- 1.8** Special space requirements calculated for individual departments, such as holding cell(s), interview/interrogation room, evidence room and weapons storage for the Police Department, permit/plans review center for Planning and Development Services, server room for Information Services, record storage, a flexible, multi-purpose City Council chambers/conference space with

modern public address and multimedia technology and emergency power generation for parts or all of City Hall.

1.8.1 As part of Task 1.1, needs for special space requirements will be developed, documented, and incorporated into overall City Needs Assessment, including Police Department, Planning and Development Services, Information Services, records, and Council Chambers.

1.9 Site-related security considerations for Police Department usages may also be important considerations for the selected site

1.9.1 As part of Task 1.1, site-related security needs will be developed, documented, and incorporated into overall City Needs Assessment.

Deliverables:

- Tech Memo listing required space needs for current and future staffing levels and criteria for establishment of the needs, and general building conditions

Meetings:

- Attend 4 public meetings

Schedule:

- Complete by September 30, 2016

TASK 2 – FACILITIES PHASED MASTER PLAN

2.1 Phasing for building(s) and site facilities.

2.1.1 Develop potential phasing plans for preferred alternatives

2.1.2 Develop Rough Order of Magnitude costs for preferred alternatives

2.2 Analysis of 3 final site plan alternatives, partnership opportunities, and cost estimates that reflect the approved vision and plan objectives identified through the visioning process, narrowing to three final options.

2.2.1 Develop evaluation criteria

2.2.2 Conduct analysis of site plan alternative

2.3 Feasibility analysis of the project including various implementation strategies utilizing public and private funding.

2.3.1 Conduct initial situation assessment

2.3.2 Conduct financial feasibility analysis

2.3.3 Develop conceptual level funding plan1.1.1

2.4 Options for meeting parking requirements and shared parking options with surrounding uses.

- 2.4.1 Study options for accommodating required parking for civic campus and potential to accommodate share parking with surrounding uses
- 2.5 Options for public gathering spaces and multi-purpose uses on site and within the existing or future building(s).
 - 2.5.1 Study options for creating public gathering spaces and other multi-purpose uses on civic campus site as well as within existing/new facilities
- 2.6 Options to achieve a site and building that is functional, efficient, safe/secure, incorporates quality systems and material, energy efficient with low operating and maintenance costs.
 - 2.6.1
- 2.7 Options for “Green Built” (e.g. LEED Gold), energy efficient and/or low impact development.
 - 2.7.1 Conduct high level exploration of incorporation of sustainable strategies into overall civic center campus.

Deliverables:

- Phased Master Plan with space allocations based on future needs developed under Task 1, and project cost estimates.

Meetings:

- Attend 4 public meetings

Schedule:

- Complete by December 31, 2016

TASK 3 – COMPREHENSIVE PLAN AND CAPITAL FACILITIES PLAN AMENDMENTS

- 3.1 Assist City with preparation of amendments to the Comprehensive Plan and Capital Facilities Plan.
- 3.2 Attend public presentation

Deliverables:

- Graphic support

Meetings:

- Public Presentation

Schedule:

- Complete by March 31, 2017

rolluda architects

architecture planning interior design

98104 • 206.624.4222 (p) • 206.624.4226 (f) •

FEE PROPOSAL

Project Name: Pacific Civic Center Campus Space Needs Assessment & Master Plan
 Project Contact: Jim Morgan

Prepared By: Richard Murakami
 Date: 6/20/2016

DESIGN PHASE - Architectural Project Role	Personnel Required							
	Principal	Project Manager	Architect	Designer III	Designer II	Designer I	Admin	
PROJECT INITIATION								
General Project Management		10						
Background Data Collection/Review								
Review/Confirm As-Built Documents		2			6			
Zoning Code Review		2			2			
Review Other Previous Studies		2			2			
Kick-off Meeting	2	2						
Work Plan/Schedule		6						
QA/QC	6	2						
SUBTOTAL	8	26	0	0	10	0	0	\$ 5,410
TASK 100-Needs Assessment								
1.1 Space & Facil Usage Needs Assessment								
1.1.1 Develop Questionnaires		4			2			
1.1.2 Interview Key Personnel		8			8			
1.1.3 Assist w/ Development of Space Stds		4			4			
1.1.4 Develop Detailed Space Needs Analy		6			4			
1.2 Analy of Current and Future Resources Needed for Optimized Facility								
1.2.1 Tour of Exist Facilities		8			8			
1.2.2 Building Code Review		2						
1.2.3 Develop Tech Memo - Bldg Condition Assesment		4			8			
1.3 Identify Opportunities to Optimize Use of Current Space								
1.3.1 Develop Options	2	8			12			
1.3.2 Refine Preferred Option(s)		6			6			
1.4 Provide Recommendations Describing Expansion of Current Spaces and/or New Facilities								
1.4.1 Develop Options		12			20			
1.4.2 Develop Evaluation Criteria		4			2			
1.4.3 Refine Preferred Option(s)		10			12			
1.4.4 Stakeholder Workshop #1	2	2			2			
1.4.5 Stakeholder Workshop #2	2	2			2			
1.5 Public Involvement Program								
1.5.1 Assist City w/ Dev of Public Involvement Prog	2	6			8			
1.6 Visioning Process								
1.6.1 Visioning Workshop	2	2			2			
1.6.2 Develop Project Vision	2	8						
1.7 Creation of Dedicated & Hardened EOC								
1.7.1 (included under 1.1.4)		4						
1.8 Special Space Requirements								

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architecture planning interior design

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FEE PROPOSAL

Project Name: Pacific Civic Center Campus Space Needs Assessment & Master Plan

Prepared By: Richard Murakami

Project Contact: Jim Morgan

Date: 6/20/2016

1.8.1	(included under 1.1.4)		16			36				
1.9	Site-related Security Considerations									
1.9.1	(included under 1.1.4)		4							
	Tech Memo									
	Draft		8			10				
	Final		2			4				
	Public Meetings									
	Prep/Public Meeting #1	2	2							
	Prep/Public Meeting #2	2	2							
	Prep/Public Meeting #3	2	2							
	Prep/Public Meeting #4	2	2							
SUBTOTAL		20	138	0	0	150	0	0	\$	32,390
TASK 2-Facilities Phased Master Plan										
2.1	Phasing for Building & Site Facilities									
2.1.1	Dev Phasing Plans for Preferred Alts		12			14				
2.1.2	Dev ROM Costs for Preferred Alts		4							
2.2	Analy of 3+ Final Site Plan Alts, Partnership Opportunities, & Costs									
2.2.1	Dev Eval Criteria		2			4				
2.2.2	Conduct Analy of Site Plan Alts		12			22				
2.3	Feasibility Analy, Implementation Strategies		8			4				
2.3.1	Conduct Initial Situation Assessment									
2.3.2	Conduct Financial Feasibility Analysis									
2.3.3	Develop Conceptual Lev Funding Plan									
2.4	Options for Meeting Parking Rqmts		4			4				
2.5	Options for Public Gathering & Multi-functional Spaces		4			12				
2.6	Options to Achieve Site & Bldg that is Functional, Efficient, Safe/Secure, Incorporates Quality Sys & Mats, Energy Efficient w/ Low O/M Costs		12			24				
2.7	Options for "Built Green" (eg. LEED Gold)		4			6				
	4 Public Mtgs									
	Prep/Public Meeting #5	2	2							
	Prep/Public Meeting #6	2	2							
	Prep/Public Meeting #7	2	2							
	Prep/Public Meeting #8	2	2							
	Phased Master Plan w/ Space Alloc									
	Draft		8			16				
	Final		2			2				
SUBTOTAL		8	80	0	0	108	0	0	\$	19,780
TASK 3-Comp Plan & Capital Facil Plan Amendments										

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architecture planning interior design

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FEE PROPOSAL

Project Name: Pacific Civic Center Campus Space Needs Assessment & Master Plan
 Project Contact: Jim Morgan

Prepared By: Richard Murakami
 Date: 6/20/2016

301	Assist w/ Comp Plan & Capital Facil Plan Amendments								
301.1	Prepare Graphic		4			20			
301.2	Attend Public Presentation	2	2						

SUBTOTAL 2 6 0 0 20 0 0 \$ 2,600

	Principal	Project Manager	Architect	Designer III	Designer II	Designer I	Admin
Total Man Hours =	38	250	0	0	288	0	0
Salary Rates =	\$160.00	\$130.00	\$115.00	\$85.00	\$75.00	\$65.00	\$125.00
Salary Subtotal =	\$6,080.00	\$32,500.00	\$0.00	\$0.00	\$21,600.00	\$0.00	\$0.00

DESIGN SUBTOTAL \$ 60,180

RAI Travel & Per Diem 57.2 miles x 11 trips = 629.2 miles @ .54/ml.

\$ 340

Printing/Duplication Fees

\$ 100

DESIGN & REIMBURSABLES TOTAL \$ 60,620

Subconsultants			
Civil Engineering	AHBL		\$7,500.00
Landscape Architect	HBB		\$5,000.00
Structural Engineering	IDE		\$3,500.00
Mechanical/Electrical Engineering	Sazan		\$16,000.00
Cost Estimating	JR Iringan		\$5,000.00
Financial Strategist	BERK		\$21,500.00
	10% Mark-up on consultants		\$5,850.00
SUBCONSULTANTS SUBTOTAL			\$ 64,350

TOTAL \$ 124,970



TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: July 11, 2016
SUBJECT: Surplus City Equipment

ATTACHMENTS:

- Resolution 2016-355
- "Exhibit A"

Previous Council Review Date: N/A

Summary: The City desires to surplus twelve conference table chairs because they are old, have loose wheels, loose tilting mechanisms and are worn out"

Recommendation/Action: Staff recommends that Council approve Resolution No. 2016-355 that declares as surplus to City needs the following items shown in the pictures attached hereto as "Exhibit A":

- Twelve conference table chairs

Motion for Consideration: Move to approve Resolution No. 2016-355 A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE DISPOSAL OF SURPLUS CITY PERSONAL PROPERTY.

Budget Impact: None.

Alternatives: Do not approve.

**CITY OF PACIFIC
WASHINGTON
RESOLUTION NO. 2016 - 355**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING
THE DISPOSAL OF SURPLUS CITY PERSONAL PROPERTY.**

WHEREAS, the City of Pacific periodically takes inventory of its equipment that have exceed their life expectancy and are no longer needed for public use; and

WHEREAS, the City is desirous to recycle surplus equipment in an “as is” condition without express or implied warranties; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. The equipment listed and identified on “Exhibit A” are surplus to the City’s needs and shall be through the free column on Craigslist.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 11th DAY OF JULY, 2016.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016 - 355

EXHIBIT A

Office Furniture/Miscellaneous					
Item	Qty.	Mfg.	Description	Serial or Model Number	Est. Value
Chairs	12	Whitehall Furniture, Inc.	Wood and vinyl caster chairs – Cambridge Wedgewood Style – Color: Cognac	N/A	\$0





TO: Mayor Guier and City Council Members

FROM: Richard Gould, City Administrator

MEETING DATE: July 5, 2016

SUBJECT: Professional Services Agreement between Civic Live and the City of Pacific on Website Redevelopment.

ATTACHMENTS:

- **Resolution No. 2016-356**
- **Civic Live license agreement for Website Development and hosting**

Previous Council Review Date: May 2, 2016, April 11, 2016 and multiple Technology Committee Meetings in 2016.

Summary: The city's website needs to be updated. In August of 2015, a Request for Proposals issued, for the related work. Five responses were received by the City in October of 2015. The Technology Committee reviewed and scored the 5 proposals and rated Sitecrafting's proposal to be the one to take to the City Council. However due to a breakdown in communications the Mayor and Technology Committee have directed staff to bring the next two finalists Civic Live and Civic Plus to present to Council on redesigning the City's Website. Civic live was chosen after both vendors made presentations to the Mayor and Council on May 2, 2016. Since that time the City Administrator has worked with the City Attorney and CivicLive's attorney to complete the License Agreement before you tonight. They have both signed-off on this final contract. Once the Council votes to authorize the Mayor to execute the contract, the work will begin to rebuild the City of Pacific's new website.

Recommended Action:

Vote to authorize the Mayor to sign the Contract License Agreement with CivicLive to redesign the City's Website.

Motion for Consideration: I move to approve Resolution No. the Contract License Agreement between Reliance Communications, LLC and the City of Pacific, WA for the redesign of the City's Website.

Budget Impact: \$8,000

Alternatives: Stay with the current website.

CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 2016-356

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RELIANCE COMMUNICATIONS (CIVICLIVE), LLC FOR WEBSITE REDESIGN, DEVELOPMENT AND IMPLEMENTATION OF A NEW WEBSITE FOR THE CITY OF PACIFIC.

WHEREAS, the City has a contract agreement with the City of Auburn to maintain the current City Website; and

WHEREAS, the City desires to enter into a contract with a consultant to develop a new website for the City, to promote communication and provide information to the public; and

WHEREAS, the City issued a RFP for the development of a new website; and

WHEREAS, the City desires to contract with CivicLive, which submitted a response to the City's RFP, for website redesign, development and implementation for the City, for an amount not to exceed \$8,000 (not including hosting); and

WHEREAS, the City desires to contract with CivicLive for the provision of website hosting, for the City, not to exceed \$1,500/annually;

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

Section 1. The Council authorizes Mayor Guier to execute the attached contract with CivicLive for the provision of website redesign, development and implementation for the City of Pacific.

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

PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING THEREOF ON THE 11TH DAY OF JULY 2016.

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST:

Amy Stevenson-Ness, City Clerk

Approved as to Form:

Carol Morris, City Attorney

LICENSE AGREEMENT – TERMS & CONDITIONS

Between:

and:

Reliance Communications, LLC

City of Pacific, WA

100 Enterprise Way, Suite 300-A
Scotts Valley, CA
95066
United States

100 3rd Pacific City Hall
Pacific, WA 98047
92354
United States

(hereinafter referred to as "Provider")

(hereinafter referred to as "Client")

This Agreement sets out the terms pursuant to which Client may use the Licensed Materials (as that term is hereinafter defined).

The "PLATFORM SUITE License Agreement - Terms and Conditions" on the following pages of this document and the attached Appendices form an integral part of this Agreement. These documents constitute the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set out herein in this Agreement.

The parties by their authorized representatives and intending to be legally bound have entered into this Agreement upon execution of same, as indicated below (the "Effective Date").

Reliance Communications, LLC

City of Pacific, WA

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

These Terms for Services (as defined below) apply to sales made by Provider Communications, LLC (“Provider”) to the Client issuing a purchase order or similar instrument to Provider (“Client”), as of the Agreement effective date (“Effective Date”). These terms consist of these terms and conditions and any order forms, purchase orders or statements of work referencing these terms or issued by Client to Provider, and any quotes from Provider to Client on which a purchase order is based describing the Provider Services that Provider agrees to provide to Client. The parties hereby agree as follows:

1. **Services.** The services are the automated services, business process services or other related services agreed to in the applicable Agreement, as reflected in Appendices A & B, and provided by Provider (the “Services”). The Agreement may be executed by Client and Provider or by Client and a Provider Affiliate (as defined in Rule 405 of the Securities Act of 1933), must incorporate this Agreement by reference, shall govern and control in case of conflict with any other agreement, and in conjunction with this Agreement shall form a separate agreement between Client and Provider or between Client and the Provider Affiliate that executes the applicable Agreement. Client shall look only to the Provider Affiliate that executes the Agreement with respect to any right or obligation with respect to such Agreement. By executing an Agreement or using or accessing the Services, Client agrees to be bound by this Agreement.

2. Term and Termination.

2.1. Term. This Agreement has a five (5) year term, and shall terminate, unless extended by mutual consent, five (5) years from the Effective Date.

2.2. Termination for Convenience. Either party may terminate this Agreement with or without cause, by providing sixty (60) days written notice to the other party.

2.3. Termination For Cause. The Agreement may be terminated for cause as follows: (a) by either party upon the failure by the other party to perform any material obligation related to such Agreement that is not cured within thirty (30) days after receipt of written notice and demand for cure from the affected party; (b) by either party upon the violation by the other party of any applicable state or federal law, statute, rule or regulation in relation to its performance of the Agreement; provided that such right to terminate shall only be available for 30 days from the time that the non-violating party is aware or should have been aware of such breach; or (c) by Provider, upon fourteen (14) days written notice if undisputed payments are in arrears. In addition, Provider may take any or all of the following actions any time undisputed payments are more than fourteen (14) days in arrears: (i) suspend the Services; or (ii) withhold data, materials or reports.

3. Charges. Client agrees to pay for the Services in accordance with the rates set forth in the applicable Agreement in addition to all applicable taxes, fees and surcharges set forth on Client’s invoice, to be identified in advance.

Any sum due Provider hereunder will be due and payable via electronic funds (ACH, EFT or wire) or check thirty (30) days from the date of invoice. Client will pay interest on all past due sums at a rate which is the lesser of one and a half percent (1.5%) per month, or the highest rate allowed by law. In the event part of an invoice is in dispute, Client agrees to pay the undisputed portion of the invoice and make a note on the invoice regarding the disputed portion within thirty (30) days from the date of invoice, otherwise Client will be deemed to agree to such charges and Provider will not be subject to making adjustments to charges or

invoices.

4. **Maintenance of Service.** Provider agrees to provide and maintain the Services in a workmanlike manner customary for service providers in the industry. Provider does not warrant or guarantee in any way the results from the Services.

Client agrees to provide and maintain systems and materials reasonably required by Provider to perform the Services, including as applicable, but not limited to: Client or third party databases; Client or third party software, hardware, systems, routing and network addresses and configurations; and key contacts for problem escalation (collectively the “Client Systems and Materials”). Provider shall not be liable hereunder relating to the Client Systems and Materials including the failure by Client to timely provide the Client Systems and Materials.

5. **Representations and Warranties.**

5.1. Each party represents and warrants to the other that: (a) its execution and performance of this Agreement and the applicable Agreement will not violate any provision of law, rule, regulation to which such party is subject; and (b) such party will comply with all laws, rules and regulations pursuant to which such party conducts its business.

5.2. Each party represents and warrants to the other that: (a) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and the applicable Agreement; (b) the execution, delivery and performance of this Agreement and the applicable Agreement have been duly authorized by such party; (c) no approval, authorization or consent of any governmental or regulatory authority is required to be obtained by it in order for it to enter into and perform its obligations under this Agreement and the applicable Agreement; and (d) the signatory to this Agreement and the applicable Agreement possesses all necessary authority to enter into the Agreement and applicable Agreement.

5.3. Client represents and warrants that: (a) the Client Systems and Materials, all representations to be made by Provider as a part of Client's programs, and the content, timing, recipients and nature of all programs (including outbound communications and promotions and advertising to induce calls to Client's programs) will be in compliance with all laws, rules, regulations; and (b) Client is solely responsible for the content and rights to use the Client Systems and Materials and Provider's use of the Client Systems and Materials shall not violate the rights of any third party or any law, rule or regulation. Client specifically acknowledges and agrees that Provider has not and is not expected to provide Client with any analysis, interpretation or advice regarding the compliance of any aspect of Client's Materials or programs with any third party rights or laws, rules, or regulations. Upon request, Client shall provide reasonable proof of compliance with the provisions set forth in this section and Provider shall have no obligation to provide Services where Provider reasonably believes that Client has not so complied.

5.4. Provider represents and warrants that Provider can grant the licenses, and privileges granted by this Agreement (“Licensed Materials”).

5.5. Provider further represents and warrants that Provider has no actual knowledge of any infringement claims filed against Provider for practicing the Licensed Materials anywhere in the world. Except as set forth in this section and Section 8.2, Provider makes no representation, express or implied, with regard to infringement of any Licensed Materials. The Licensed Materials are provided “AS IS.”

6. License and Content.

6.1. Subject to Client's compliance with the terms and conditions of this Agreement, Provider hereby grants Client a non-exclusive license during the Agreement Term to use the Services set forth in the Agreement. Except as specifically set forth herein, Provider or its suppliers retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Services, including without limitation all technology, telephone numbers, web addresses, software, or systems relating to the Services. Client agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to the Services. Other than using the Services for Client's internal business purposes, Client may not resell the Services or otherwise generate income from the Services.

6.2. Client is solely responsible for the information or content submitted, posted, transmitted or made available through its use of the Services ("Content"). Client may use the Services to transmit Content or direct Provider to make contacts via any channel (in either case "Messages") to, or with, recipients (the "Recipients"). Client is responsible for maintaining the confidentiality of its accounts and owner numbers and necessary codes, passwords and personal identification numbers used in conjunction with the Services and for all uses of the Services in association with its accounts whether or not authorized by it including unintended usage due to holidays, daylight savings, computer clock errors or similar circumstances. Client acknowledges and agrees that Provider does not control nor monitor the Content nor guarantee the accuracy, integrity, security or quality of such Content. Use of recording or taping any use of the Services may subject Client to laws or regulations and Client is solely responsible for and obligated to provide any required notification to those being recorded or taped.

6.3. Client represents and warrants that: (a) it has the legal right to use all Content and send all Messages to the Recipients (including obtaining any required consents from the Recipients) and the content, timing and purpose of all Messages, campaigns and programs are in compliance with all applicable laws, rules and regulations; (b) it is the transmitter of all Content and Messages and Provider is merely acting at Client's direction as a technology conduit for the transmission of the Content and the Messages; (c) Provider's use of the Content shall not violate the rights of any third party or any law, rule or regulation and (d) it will not transmit or allow to be transmitted any Content or Messages that: (i) it does not have a right to make available under any law or under contractual or fiduciary relationship; (ii) are false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; harmful to minors in any way; (iii) infringe any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any party; (iv) utilize any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation; or (v) interfere with or disrupts the Services or servers or network operator networks.

6.4. Client further represents and warrants that: (a) it has obtained prior express consent to contact each wireless phone number delivered by Client to Provider in connection with the provision of any Services delivering a prerecorded message or text, ("Notification Services") and that the intended contact recipient is the current subscriber to, or the non-subscriber customary user of, the wireless phone number; (b) it (1) has incorporated an interactive opt-out mechanism as part of any program relating to any Notification Services or (2) the contacts that are the subject of such Notification Services are not initiated to induce the purchase of

goods or services or to solicit a charitable contribution (“Solicitations”), and (c) it has obtained from the recipient of any Solicitation an express written agreement that meets the requirements set forth in Section 310.4(b)(1)(v)(A) of the FTC’s Telemarketing Sales Rule.

6.5. Client acknowledges and agrees that where Provider reasonably believes that Client may not have complied with all laws, rules and regulations applicable to the performance of Notification Services, Provider may, at its option: (i) scrub all numbers against any appropriate data base deemed necessary to remove all wireless phone numbers; (ii) insert an interactive opt-out mechanism and pass the resulting data to client, or (iii) not provide any Notification Services.

6.6. Client shall indemnify, defend and hold Provider, its affiliates and their officers, directors, employees and agents harmless from and against any and all claims of loss, damages, liability, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or resulting from Provider following Client’s instructions in sending the Messages or Client’s breach of any representation and warranty set forth in Sections 6.2 – 6.6.

6.7. Provider shall indemnify, defend and hold Client, its officers, officials, employees and agents harmless from and against any claims of loss, damages, liability, costs and expenses (including reasonable attorney’s fees and expenses, arising out of or resulting from the Client following the Provider’s instructions in the operation/maintenance of the Services.

7. Confidentiality and Proprietary Information.

7.1. Each party may disclose (the “Discloser”) confidential and proprietary information (“Confidential Information”) to the other party (the “Recipient”). In each such case, the Recipient shall hold such Confidential Information in confidence and shall not disclose such Confidential Information except to a party’s Affiliates, employees or agents who have a need to know such Confidential Information in order to perform such party’s obligations under this Agreement. Client’s Confidential Information shall include of all information relating to the trade secrets or business affairs of Client including consumer data, merchandising plans, marketing plans and product design and information. Provider’s Confidential Information shall include the computers, systems and software operating the Service and all documentation, development tools, phone numbers, know-how and data related thereto, and any derivative works thereof as well as physical property, analytical procedures, techniques, skills, ideas, models, research, development, trade secrets or business affairs of Provider, its Affiliates or their employees, suppliers or agents. Neither party shall have any rights in the other party’s Confidential Information and shall return or destroy all such Confidential Information upon the termination of the applicable Agreement or the request of the Discloser. Notwithstanding the foregoing, the parties acknowledge that Recipient shall not be required to return to Discloser or destroy those copies of Confidential Information residing on Recipient’s backup, disaster recovery, or business continuity systems and the obligations hereunder with respect to such Confidential Information shall survive until such Confidential Information is destroyed.

7.2. Notwithstanding any other term hereof, it is hereby acknowledged that Client is subject to and bound by the Public Records Act (chapter 42.56 RCW). The Client shall not be liable to the Provider for any claim, cause of action or damages relating to the Client’s disclosure of

a public record, consistent with chapter 42.56 RCW.

7.3. Notwithstanding any other term hereof, the term “Confidential Information” shall not include information that: (a) was already in the lawful possession of the Recipient prior to receipt thereof, directly or indirectly, from the Discloser; (b) lawfully becomes available to Recipient on a non-confidential basis from a source other than Discloser that is not under an obligation to keep such information confidential; (c) is generally available to the public other than as a result of a breach of this Agreement by Recipient or its representative(s); or (d) is subsequently and independently developed by employees, consultants or agents of the Recipient without reference to the Confidential Information disclosed hereunder. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any request of a competent governmental body provided that, promptly upon receiving any such request and to the extent that it may legally do so, such party advises the other party of the request prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

8. Indemnification.

8.1. General Indemnity. Client shall indemnify, defend and hold Provider, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or resulting from: (a) a breach by Client of any term of this Agreement; (b) the Client Systems and Materials; (c) a claim relating to any defect in any product or service offered by Client, its Affiliates or any of their agents or Clients ; or (d) all liabilities, demands, damages, expenses, or losses arising out of or resulting from any usage of the Licensed Materials. Provider shall indemnify, defend and hold Client, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or resulting from a breach by Provider of any term of this Agreement. Nothing herein shall require the Provider to indemnify the Client for any claim or any portion of any claim that arises from the Client’s reckless, wanton, wrongful, or otherwise negligent acts of the Client. Nothing herein shall require the Client to indemnify the Provider for any claim or any portion of any claim that arises from the Provider’s reckless, wanton or otherwise negligent acts of the Provider.

8.2. Provider Intellectual Property Indemnity. Provider will have the obligation and right at the entire expense of Provider to defend any claim, suit or proceeding brought against Client its Affiliates or their officers, directors, employees or agents so far as it is based on a third party claim that the Services supplied by Provider infringe a United States copyright or a United States patent issued as of the effective date of the Agreement, provided that Provider will have no indemnity obligation or other liability hereunder arising from: (1) Client’s willful, reckless, wanton, wrongful, or otherwise negligent acts; (2) breach of the Agreement or alteration of the Services as provided by Provider; (3) the Client Systems and Materials or Services that are based upon the Client Systems and Materials, or information, design, specifications, directions, instruction, software, data, or material not furnished by Provider; (4) combination of the Services with the Client Systems and Materials or any materials, products or services not provided by Provider; or any (5) third party products or services. Notwithstanding the foregoing, in order to be indemnified to the extent stated, the Client must

operate the Licensed Materials within the instructions and technical limits provided or approved by the Provider. If such a claim is or is likely to be made, Provider will, at its own expense and sole discretion, exercise one or the following remedies: (1) obtain for Client the right to continue to use, the Services consistent with this Agreement; (2) modify the Services so they are non-infringing and in compliance with this Agreement; (3) terminate the applicable Services without liability for such termination other than the ongoing indemnity obligation hereunder. The foregoing states the entire obligation of Provider and its suppliers, and the exclusive remedy of Client, with respect to infringement of proprietary rights.

8.3. Indemnification Procedure. The party claiming indemnification shall: (a) provide prompt written notice to the indemnifying party of any claim in respect of which the indemnity may apply; (b) relinquish control of the defense of the claim to the indemnifying party; and (c) provide the indemnifying party with all assistance reasonably requested in defense of the claim. The indemnifying party shall be entitled to settle any claim without the written consent of the indemnified party so long as such settlement only involves the payment of money by the indemnifying party and in no way affects any rights of the indemnified party. The indemnities set forth herein shall not apply to the willfulness on the part of the indemnified party or negligence of the indemnified party

9. Miscellaneous.

9.1. Entire Agreement and Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements, discussions, proposals, representations or warranties, whether written or oral. The Agreement may be executed by fax, and/or in any number of counterparts, all of which shall together be considered an original and may be evidenced by a fax or scanned electronic (e.g. .pdf, .tif) copy.

9.2. Notices. Any notice to be provided shall be in writing and shall be deemed given: (a) if by hand delivery, upon receipt thereof, (b) if mailed, three (3) days after deposit in the United States mail, postage prepaid, certified mail return receipt requested, or (c) if by next day delivery service, upon such delivery, or (d) if by facsimile transmission, upon receipt of such transmission, to the addresses or facsimile numbers set forth below the signature block or to such other addresses or facsimile numbers as either party may designate from time to time by written notice to the other party hereto.

9.3. Assignment. This Agreement may not be assigned or transferred by a party thereto without the prior written consent of the other party thereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Provider may freely assign this Agreement to an Affiliate or to an acquirer of all or part of Provider's business or assets, whether by merger or acquisition.

9.4. Waiver. No course of dealing or failure of a party to enforce strictly any term or provision or to exercise any right, obligation, or option provided, will waive such term, provision, right, obligation or option.

9.5. Independent Contractors. The Agreement is not a joint venture or partnership, and each party is entering the relationship as a principal and not as an agent of the other. The parties hereto agree that Provider is an independent contractor in performing the Services.

9.6. Choice of Law. This Agreement shall be governed under the laws of the State of Washington without regard for its choice of law principles. Client agrees that any legal action involving this Agreement in any way will be instituted in a court of competent jurisdiction located in the State of Washington, and Client consents to jurisdiction of the state or Federal

courts in the State of Washington over Client's person for purpose of such legal action.

9.7. Enforcement. All users of the Services must adhere to the terms of this Agreement. Either party has the right, but are not obligated, to strictly enforce this Agreement through self-help, active investigation, litigation and prosecution. Provider may also access and disclose any information (including transactional information) related to Client's access and use of our website or network for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with law, rule or regulation (e.g., a lawful subpoena); (3) protecting our rights or property and those of our Clients; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services.

9.8. Recording. Client agrees that all calls may be recorded or monitored by Provider at Provider's option. Such recording or monitoring shall not violate any state or federal law.

9.9. Taxes. Provider shall add to each invoice and Client shall pay any sales, use, excise, value-added, gross receipts, services, labor related, consumption and other similar taxes or surcharges, however designated, that are levied by any taxing authority in connection with the provision or use of Services under this Agreement. If at any time during the Term of this Agreement, Provider believes that it is required by law to collect any new or additional taxes for which Client would be responsible for paying, Provider shall notify Client of such taxes, collect such taxes directly from Client and remit such taxes to the appropriate governmental authority. If any taxing authority determines at any time that Provider has incorrectly determined any tax liability regarding taxes for which Client is responsible pursuant to this Agreement, Provider shall have the right to invoice Client for such taxes determined by such taxing authority to be due and owing. If Client is exempt from taxes, Client shall provide a copy of any documentation evidencing such exemption before it begins to receive any of the Services.

9.10. Severability. If any provision of this Agreement is held invalid or unenforceable at law, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable and the remainder of this Agreement will continue in effect and be valid and enforceable to the fullest extent.

9.11. No Third party Beneficiaries. This Agreement is for the sole benefit of the parties to such Agreement and is not intended to, nor shall it be construed to, create any right or confer any benefit on or against any third party.

9.12. Interpretation. "Including" means "including, without limitation", and "days" refers to calendar days. This Agreement is the joint work product of the parties thereto, and no inference may be drawn or rules of construction applied against either party to interpret ambiguities.

9.13. Force Majeure. Neither party shall be liable for delays and/or defaults in its performance (other than Client's obligation to pay fees for Services performed) due to causes beyond its reasonable control, including, but without limiting the generality of the foregoing: acts of god or of the public enemy; fire or explosion; flood; stability or availability of the Internet; the elements; telecommunication system failure; war; technology attacks, epidemic; acts of terrorism; riots; embargoes; quarantine; viruses; strikes; lockouts; disputes with workmen or other labor disturbances; total or partial failure of transportation, utilities, delivery facilities, or supplies; acts or requests of any governmental authority; or any other cause beyond its reasonable control, whether or not similar to the foregoing.

9.14. Amendments. Each amendment, change, waiver, or discharge shall only be valid if made in writing by authorized representatives of all applicable parties.

9.15. Survival. All provisions of this Agreement which by their nature should survive termination shall survive termination including Sections 2, 3, 5, 6, 7, 8 and 9 of this Agreement.

10. Limited Warranty and Limitation of Liability.

10.1. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AND PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

10.2. NO CAUSE OR ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED UNDER THIS AGREEMENT BY EITHER PARTY.

10.3. EXCEPT FOR THE PARTIES' PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF PROVIDER FOR ANY REASON, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO PROVIDER BY CLIENT UNDER THE AGREEMENT APPLICABLE TO THE EVENT GIVING RISE TO SUCH ACTION DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITS ON LIABILITY IN THIS SECTION SHALL APPLY IN ALL CASES INCLUDING IF THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT PRODUCT LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

APPENDIX A – LICENSED SOFTWARE AND FEES

The Components which are the subject of the License, the Software Licenses granted to the Client and the fees payable to Provider hereunder are as follows:

1. **Licensed Software**

The Components of the Platform Suite which are licensed to the **City of Pacific, WA** hereunder are the following:

- SitePublish Web Content Management System.

2. **Software Licenses**

The utilization rights of the Client are as follows:

- (a) Client is granted an Unlimited-User Software License;
- (b) The Territory is the State of Washington.

3. **Professional Services Fees**

The following one-time Professional Services costs are included as part of the implementation:

Website Design, Development & Implementation*	\$8,000
Online Training	Included
Collaborative Content Migration	Included
Year Four Website Redesign Plan (if desired)**	Included
<u>Total Professional Services Fees:</u>	<u>\$8,000</u>

**See separately provided proposal documents, hereby incorporated as part of Appendix D of this Agreement for cost breakdown per project timeline.*

***Provided that Client has paid the annual fee for contract year four.*

4. **Payment Schedule re: Professional Services Fees**

- 50% on Contract Signing
- 25% on Delivery (installation of software in Client environment)
- 25% on Client Acceptance (UAT completion)

APPENDIX B – SAAS: HOSTING, MAINTENANCE AND SUPPORT

1. Software-as-a-Service (SAAS)

The following are included as part of the Software-as-a-Service (SAAS):

- a) Enterprise-grade Data Protection and Unlimited-Bandwidth Website Hosting Services
- b) CMS Software Version Upgrades & Maintenance
- c) Unlimited Access to Technical Support

Client will pay Provider each year (each such term is referred to here as an “Annual Hosting, Maintenance & Support Term”) an **annual fee of \$1,500**** due to Provider hereunder and is payable annually in advance.

This annual fee may be increased annually by no more than 5% by Provider by providing Client with notice of not less than thirty (30) days prior to the end of any given annual term.

**The initial Annual Hosting, Maintenance & Support Term is effective as of the contract execution date, and will remain in force for twelve (12) months (“Contract Year 1”).*

****This annual fee will not be charged/invoiced until twelve (12) months following contract execution, upon expiration of the initial Annual Hosting, Maintenance & Support Term (“Contract Year 2”).**

2. Technical Support & Maintenance Obligations

(a) Support: Provider will provide unlimited access to our Technical Support team once the Client’s website has gone live.

(b) Availability: CivicLive Support will be available through Provider’s Bug Tracking System and CivicLive’s Support Email account (support@civicleve.com) to Client between the hours of 8:00 a.m. and 7:00 p.m. (Eastern timezone), during any day, other than a Saturday, Sunday, statutory or civic holiday in Toronto, Ontario or the client’s local jurisdiction (“Normal Service Hours”).

(c) Response Time: During Normal Service Hours, CivicLive Support will respond to Client’s Support requests within twenty four (24) hours of the initial request. The time to solve, identify, diagnose, and correct errors (if necessary) will depend on the complexity of each problem.

(d) Emergency Support & Response Time: Provider will provide an emergency pager number for emergency support requests made outside of Normal Service Hours. Provider will guarantee a maximum four (4) hour response time, 24 hours a day, seven (7) days a week.

3. Client's Obligations

(a) Access: During each Hosting, Maintenance & Support Term, Client will provide Provider with reasonable access (via remote telecommunications or on-site access at Client's premises, as applicable) to Client's copies of the Licensed Software to the extent necessary, in Provider's discretion, to enable Provider to meet its support obligations as set forth in this Agreement.

(b) Communications Link: During this Agreement, Client may, at its sole expense, provide access via the Internet. Provider may be entitled to use this Internet connection in discharging its responsibilities under this Agreement. Provider shall have no liability to Client if Provider's ability to render support is impaired by Client's inability to provide telecommunications functionality required for remote support.

(c) Maintenance: Client shall designate two (2) individuals to be generally available to confer with Provider regarding Maintenance Services ("Maintenance Contacts"). Provider will provide Maintenance Services only to Client's Maintenance Contacts.

4. Fees for Other Services

Client shall reimburse Provider for reasonable travel expenses, and reasonable incidental expenses relating to Maintenance Service at Provider's then current prices then in effect. Provider shall bill such fees and expenses on a monthly basis, attaching time sheets normally used by Provider. Client shall not be liable for the aforesaid expenses unless Client has given Provider approval to incur them.

APPENDIX C – MARKETING

1. Client will make a reasonable attempt to work with the Provider’s Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement.
2. Client permits Provider to include an example of the Client’s home page and a link to the Client’s website on the Provider’s corporate website(s).
3. Client will make a reasonable attempt to work with the Provider Marketing Department to create a case study related to their website.
4. Client agrees to allow Provider to display a “Powered by CivicLive” insignia and web link at the bottom of their web pages.
5. Client understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.

APPENDIX D – CIVICLIVE PROPOSAL

The separately provided project proposal and pricing documents submitted by Provider / CivicLive in response to Client’s Request for Proposals (RFP) for the project that forms the subject of this Agreement are hereby incorporated as Appendix D of same.

City of Pacific's Project Timeline - Sample	Estimated Duration (90 days)
Envisioning	11 Days
Kick-Off Meeting	1 Day
Project Charter & Project Plan	
Present Draft Project Charter	
Client Reviews and Provides Feedback	3 days
Final Project Charter Updates	2 days
Final Project Charter Sign-Off	1 day
Present Draft Project Plan	
Client Reviews and Provides Feedback	3 days
Final Project Plan Updates	2 days
Final Project Plan Sign-Off	1 day
Buffer	5 days

Planning	34 days
Discuss Business Requirements	10 days
Information Architecture	
Discuss Information Architecture Best Practices	1 day
Draft External Information Architecture (top three levels)	5 days
Review Draft Information Architecture	3 days
Updates Following Feedback	2 days
Information Architecture Sign-Off	1 day
Graphic Design	
Adjust Graphic Design Template with CLIENT Branding	5 days
Review Template	5 days
Updates following feedback	1 day
Graphic Design Sign-Off	1 day
Content Migration Review	
Review current content and identify priorities	5 days
Define Content Migration Plan	2 days
Training Plan	
Identify training participants	5 days
Define Training Plan	2 days
Implementation	38 days
CivicLive Environment	
Provision Software on Hosted Environment	1 day
Assign CivicLive URL	1 day
Website Design Implementation an Configuration	15 days
Configure Site	
Implement Look and Feel Template Mock-ups	15 days
Create Browse Permission for CLIENT	3 days
Look and Feel Template Sign-Off	1 day
Stabilizing	48 days
Training	
Account Creation for CLIENT Content Editors and Admins	1 day
Deliver Training Guides and Product Documentation	1 day
Deliver Training as Defined in Training Plan	1 Day
Content Migration	
Content Migration	30 days
Review Migrated Content	10 days
Buffer	5 days

Deploying	3 days
Final Prep & Go-Live Phase (Public-Facing)	
Production Cutover	2 days
Conduct Content Quality Readiness Check	1 day
Finalize Cutover Plan	1 day
Production Cutover Sign-off an Go Live	1 day
Project Complete & System Sign-off	1 day
Final Acceptance Sign-off	1 day
Post Go-Live	
Provide Post Go-Live Support	1 day

APPENDIX SIGNATURE BLOCK

Reliance Communications, LLC

City of Pacific, WA

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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OCT 02 2015

PERSONNEL MANAGER

**PacificWA.gov Website Redesign,
Development, and Implementation
Project Proposal**

PREPARED FOR:
Richard Gould
City Administrator

The City of Pacific
Washington

PREPARED BY:
John Julius
Proposal Developer

t: 1.877.519.3851 ext. 723
e: john.julius@civiclive.com
f: 1.866.204.6147

CIVIClive

CONNECT • ENGAGE • SERVE



LETTER OF INTEREST

ATTN: Richard Gould
The City of Pacific

RE: Website Redesign, Development, and Implementation

Richard Gould,

I am pleased to present CivicLive's response to the City of Pacific's RFP for Website Redesign, Development, and Implementation.

The contents of this Technical Proposal address your project's requirements as outlined in your RFP. Our Technical Proposal is followed by a Cost Proposal that outlines our bid using CivicLive's pricing tables. The Cost Proposal also includes rate tables for additional professional services, and flat rates for additional training services we can offer if desired.

If your vendor evaluation team requires clarification about the contents of our Technical Proposal, we invite your team to a demo presentation that can be scheduled at your convenience with CivicLive's Project Director, Pdraig O'Shea. During this presentation, we can provide more details about our proposed solution, demonstrate our software, and conduct preliminary negotiations, if so desired.

We are thankful for having this opportunity to work with The City of Pacific, and look forward to forthcoming updates in your vendor evaluation process.

Sincerely,



John Julius | CivicLive Proposal Developer

Phone: 1.877.519.3851 ext. 723 | Email: john.julius@civiclive.com

175 Bloor St. E, South Tower, Suite 900
Toronto, Ontario, Canada
M4W 3R8

www.civiclive.com

CIVICLIVE QUALIFICATIONS AND PROPOSAL

About Us

CivicLive operates within Reliance Communications LLC, a California based company and an independent subsidiary of West Corporation. The company is very profitable and stable, especially given the backing of West Corporation and its \$2.6 billion market capitalization. CivicLive was founded in 2001 and has constantly expanded to become a recognized and respected web solutions provider for North American towns, cities, counties, regional municipalities, agencies, and state/provincial governments.

“ Using the Internet to serve stakeholders better is our top priority. We want organization websites to be the instinctive first choice for community engagement, not an afterthought.

John Carbrey
CivicLive CTO

OUR MISSION:

Provide the public sector with enterprise-grade web software solutions it needs to succeed in an era where stakeholders are seeking more services and information from them on the Internet.

Our company's innovative approach to design and software development has garnered the praise of the technological community and has led CivicLive towards winning many technology and business accolades and awards. We continue to refine our solutions and services in order to build websites that will set new standards for years to come.

Benefits of Partnering with CivicLive

CivicLive serves over 1,000 public sector institutions with web software solutions designed to meet their needs. For each project we undertake, our team brings 14 years of experience working with organizations. In other words, we've perfected the tools and techniques to make your Website Redesign, Development, and Implementation project a success.

- **WE HELP ORGANIZATIONS** make the best of their investment in websites as marketing tools by providing leading-edge creative web design services.
- **WE SET YOUR WEBSITE FREE** by offering no limits on hosting services, unlimited website hierarchies, and easy 3rd party app integration via APIs and Web Services.
- **WE'LL HELP YOU COMPLY** with public sector legal standards with unlimited records retention and security standards that have passed the Department of Defence's stringent standards.
- **WE STAY BUDGET FRIENDLY** with flexible SaaS solutions and streamlined project-management capabilities that save your City money.

Easy-to-Use Website Content Management Software

The backbone of CivicLive’s web solutions is our easy-to-use SitePublish web Content Management System [CMS]. This browser-based, enterprise-grade software has been continuously-improved by CivicLive’s software development team and features numerous modules and functionality designed to simplify website content management and administration.

We’ve highlighted some key SitePublish features in this section, and encourage your team to schedule a presentation with us so we can showcase this functionality in a live demo.



Either maintain your website’s currency and accuracy, or shut it down. Bad information is worse than no information.

Robert McArthur

eGovernment Project Director
National Policy Research Council

■ WYSIWYG PAGE CONTENT EDITOR

Content creation and editing is powered by a What You See Is What You Get (WYSIWYG) Content Editor. This editor provides numerous tools from Word Processor-style formatting, spell checking, and multimedia management, making it simple to create and update a page’s content.

■ FORMS & REQUEST SYSTEM

CivicLive offers a versatile Citizen Request System that can be used to simplify the process of discovering and requesting government services right from your website. This system can be used to fulfill a myriad of different roles, including (but not limited to):

- ✓ Requesting City Services
- ✓ Applying for Permits & Licenses
- ✓ Submitting Complex Web Forms

■ DRAG-AND-DROP PAGE DESIGNER

Place any of SitePublish’s numerous widgets on webpages simply by dragging the widget you want from SitePublish’s drag-and-drop interface. This easy-to-use element will place advanced page editing right in to the hands of even the most non-technical user.

■ CLOUD-BASED DOCUMENTS & MEDIA

Upload thousands of document and multimedia files your City uses in to SitePublish’s centralized Document & Media Libraries to facilitate the creation of a completely digital archive and resource centre for staff and citizens. Using this tool, administrators, councillors, department heads and even citizens can work together to build, share and access an ever-expanding library of resources that will help City groups and communities accomplish their goals and stay engaged.

■ NEWS & ALERTS ENGINE

The News and Alerts Engine is a powerful tool that allows you to publish news or announcements in one central location and have them appear everywhere on the site that you want that content to be. The News & Alerts Engine supports RSS subscriptions, allowing your stakeholders to subscribe to your news feeds and receive notifications when new content is published.

■ **RSS-POWERED CALENDAR**

SitePublish's Calendar module supports multiple integrated calendars, allowing your staff to separate calendars by topic, and also merge calendars for stakeholder convenience. The calendar exports iCal files to Outlook to maintain consistency, and supports RSS subscription, allowing users to subscribe to events they want to be updated on.

■ **CONTENT SCHEDULING**

SitePublish also provides Content Scheduling tools that make it easy to plan ahead and be prepared for important page updates. These tools allow you to release information on a given date, remove a webpage from the public view on a given date, auto-archive a page, or send stale-content reminders and reports that make it easy to track which pages need to be updated.

■ **EASY 3RD PARTY INTEGRATION**

SitePublish supports seamless integration with 3rd party tools like Google Analytics, Social Media platforms, Multimedia Players for easy video streaming, and many more.

■ **ACCESSIBILITY MANAGEMENT**

Meeting W3C, WCAG, and Section 508 guidelines is always a priority for government websites, so SitePublish includes an Accessibility Checker to ensure your page meets all legal requirements for accessibility on an ongoing basis. SitePublish can also run reports out-of-the-box such as a broken link validator, content update and usage reports, and page error verification reports.

■ **USER PERMISSIONS MANAGEMENT**

SitePublish also provides the security and access control that an organization Website needs. Powerful User Permissions allow control over who can view, create, edit or delete site content. Your Administrators can give specific users the ability to access and modify the webpages or subsections that are most relevant to their role within your City organization.

■ **E-COMMERCE FRAMEWORK**

City services aren't always free. That's why CivicLive offers an E-Commerce Framework, allowing your City to offer paid online services such as registering for events right alongside cost-free services. In order to maintain security, transactions can be processed using PCI-compliant hosted pay page payment processors.

Cost-Effective Long-Term Support Services

CivicLive has proposed a Software-as-a-Service (SaaS) solution as our response to your Website Redesign, Development, and Implementation project’s long-term requirements. With an SaaS solution, your City administrators will enjoy:

■ TECHNICAL SUPPORT SERVICES

CivicLive offers every client unlimited-access to our friendly Technical Support Specialists over numerous methods, including:

- ❑ A Toll-Free Support Hotline
- ❑ Email Support
- ❑ Live Online Chat
- ❑ Emergency Pager Support
- ❑ A Structured Support Escalation Process
- ❑ Technical Support Ticket Tracking
- ❑ Access to User Manuals and Multimedia over a Client Intranet

■ SITEPUBLISH SOFTWARE VERSION UPGRADES & MAINTENANCE

CivicLive invests considerable resources in to the long-term maintenance and development of our SitePublish CMS software. We give every client access to our software maintenance and upgrade services in order to ensure the SitePublish CMS your City uses is always the latest and best version of our software. Benefits of our Software Maintenance and Upgrades include:

- ❑ Getting access to the latest eGovernment tools and modules we develop for SitePublish
- ❑ Ensuring that software is always up-to-date with CivicLive’s latest security standards
- ❑ Software upgrades are handled by CivicLive’s team, which means your IT team never has to worry about spending time on installing updates themselves

■ ENTERPRISE-GRADE HOSTING & DATA PROTECTION SERVICES

Our enterprise-grade Hosting & Data Protection Services are extensive, and include:

- ❑ Unlimited-bandwidth hosting via our international, 14-point North American Content Distribution Network
- ❑ Weekly Full/Incremental Database Backup Services with Remote Location Storage
- ❑ Redundant Network, Power & Database structures
- ❑ Defined Firewall Architecture

■ AN UNLIMITED-USER SITEPUBLISH CMS SOFTWARE LICENSE

CivicLive doesn’t want to limit any City’s website management experience and processes by limiting the number of staff users who assume web management roles using our SitePublish CMS software. That’s why CivicLive’s Software-as-a-Service solution includes an unlimited-user software license that is bundled together along with technical support and software maintenance services in to one low annual services fee.

In other words, your website governance team will never feel pressured to limit the number of users on the SitePublish CMS; any member of your City’s staff can contribute to your new eGovernment strategy!

DESCRIPTION OF RELATED EXPERIENCE

CivicLive solutions have been implemented with these valued clients and many more:

Project

The City of Tacoma

CITY WEBSITE DESIGN & DEVELOPMENT

CivicLive partnered with the City of Tacoma to create lasting changes in how Tacoma residents would interact with their government. Tacoma residents will be able to get any City information they want from any type of device thanks to our responsive full mobile-optimization solution.

www.cityoftacoma.org

The City of Vallejo

CITY WEBSITE DESIGN & DEVELOPMENT

The City of Vallejo is a medium-sized city in the San Francisco Bay area that chose CivicLive to thoroughly modernize its web presence. Thanks to CivicLive's software and creative services, Vallejo stands out among its neighbors as a city that gets the most out of its municipal website!

www.cityofvallejo.net

Saddle Hills County

COUNTY WEBSITE DESIGN & DEVELOPMENT

Saddle Hills wanted a new website to provide more information to residents, businesses, and industry in an engaging and effective manner. CivicLive worked closely with Saddle Hills to redesign their website, updating its appearance, structure, and delivery of content to simplify access and information-sharing between the public and the county.

www.saddlehills.ab.ca

Contact Information

Mike Hammoud, Web Lead

253.502.2215

mhammoud@ci.tacoma.wa.us



Craig Whittom, Assistant City Manager

707.648.4579

cwhittom@cityofvallejo.net



Mike Archer, Communications Coordinator

780.864.3760

marcher@saddlehills.ab.ca



Mobile Optimization with Responsive Design

Between the anticipated eclipse of tablet sales over conventional computer sales and recent studies that show 28% of all website traffic being conducted using mobile devices, the message is clear to organizations: your stakeholders want information accessible on the go.

That's why CivicLive wants your City to offer web-based services where your stakeholders will use them the most: on their mobile phones, tablets, and other portable devices. For your Website Redesign, Development, and Implementation project, we'll make your website mobile-friendly with Responsive Web Design.



BENEFITS OF RESPONSIVE DESIGN

Responsive Design maintains a consistent look and feel for your website across all platforms, keeping navigation familiar to end-users. Furthermore, services and functionality can be securely accessed from their mobile browsers at once, without the need to switch between multiple mobile apps that your City may have developed in the past; with a responsive-design website from CivicLive, the web services your stakeholders need are all there, just like with their desktop experience.



Responsive Design is the simplest, most effective means for making your website function optimally on any screen size and any device platform. Although responsive design may be the only form of mobile-optimization your website needs, CivicLive can also explore additional mobile solutions with your project team such as Android and iOS smartphone apps.



PROJECT ORGANIZATION AND STAFFING

CivicLive's Delivery Team is the team of technical professionals that perform all of the tasks in CivicLive's SmartWork Project Implementation Methodology. These tasks include project management, website design and implementation, CMS configuration, training, and quality assurance.

MATTHEW O'DONNELL | CIVICLIVE PROJECT MANAGER

Education

Bachelors of Engineering in Electronic and Computer Systems, Honours

Key Technical Skills

ASP.NET, Solution Design, HTML, CSS, JavaScript, API Integration Solutions

Profile

CivicLive's Project Manager assigned to your project is Matthew O'Donnell – a dedicated technical and client specialist whose work extends to numerous recent and ongoing CivicLive implementations. Since joining CivicLive in 2009, Matthew has successfully provided implementation and project management services for a wide range of clients.

Matthew will be the primary point of contact between your City's Website Project Team and the CivicLive Delivery Team throughout our SmartWork Project Implementation Process.

KEVIN COX | USABILITY & MOBILE OPTIMIZATION DESIGNER

Education

Multimedia Design and Production Technician, Humber College

Key Technical Skills

HTML, CSS, jQuery, Responsive Design, Usability Testing

Profile

Kevin is a creative and technical specialist whose HTML and JavaScript web design skills have given him a reputation as a usability expert. He fulfills the crucial Usability & Mobility Optimization Designer role at CivicLive, where he focuses on turning design mockups and wireframes into a usable, cross-platform-compatible website through technical design implementation processes.

JUDY WANG | SITEPUBLISH CMS ARCHITECT & DEVELOPMENT MANAGER

Education

MSc Computer Sciences

Key Technical Skills

C#, ASP.NET, Technical Design

Profile

Judy has over fourteen years of software development and analysis experience. She is an expert in analyzing, designing and developing enterprise multi-tier Web applications. As a member of the CivicLive team for over seven years, Judy has led a team of developers whose work is deployed through the ever-expanding selection of SitePublish CMS modules.

PADRAIG O'SHEA | PROJECT DIRECTOR

Education

Hons. BSc Computer Engineering

Key Technical Skills

Technical Design, C#, API Development & Integration Solutions, HTML, JavaScript, CSS

Profile

As CivicLive's Project Director, Padraig provides overall product development strategy for our eGovernment solutions from a product roadmap perspective as well as a client-specific solutions perspective. Your City will be communicating with Padraig throughout the initial relationship-building stages to get your initial Website Redesign, Development, and Implementation project off the ground, and may also work with him again on future projects that require his expertise. Padraig is also the second tier contact person for any support escalations that are not immediately resolved by CivicLive's Technical Support Specialists.

GENERAL APPROACH

CivicLive's SmartWork project implementation methodology guides both the City of Pacific staff and the CivicLive Delivery Team through a proven 8-phase process that ensures we eliminate risk, reduce rework, avoid unexpected delays, and meet all of your project core objectives. SmartWork's 8 phases are:



CivicLive kicks-off your Website Redesign, Development, and Implementation project with an Envisioning meeting resulting in the project's first deliverable: the Vision Scope Document.

A detailed planning phase where specific project goals, technical requirements and milestones ensues, resulting in the official Project Plan – a benchmark project document created by our Project Manager with input from your team.



CivicLive's Design Team takes over and completes our iterative Design Methodology, the phase where your site's Information Architecture, Wireframe, and Interface Design deliverables are all completed.

Our technical team then configures our SitePublish CMS based on the technical requirements outlined in the Planning phase. This phase ends with the SitePublish fully-configured and ready for your staff to be trained to use it.



Once SitePublish is configured, a CivicLive Training Specialist teaches your users how to use it in online or onsite training sessions focused on your users' specific roles and skillsets. We recommend at least two web-based training sessions for every client.

The combined efforts of your newly-trained staff and a CivicLive Migration Specialist come together to transfer webpage content for your existing website in to the relevant sections of your new CivicLive website.



CivicLive's Quality Assurance Analysis team conducts a detailed inspection of your site's page-level and functional quality, fixing any problems they find. This phase ends with a stable website ready to go live to the public.

Our SmartWork process ends with the launch of your website. This phase also marks the start of our SaaS Support Services which we'll provide for the duration of the Contract Term.



SCHEDULE

The following table provides an estimated project timeline and highlights project milestones using our SmartWork Project Implementation Methodology.

Website Redesign, Development, and Implementation Project SmartWork Timeline	Est. Duration
 THE ENVISIONING PHASE Project Kick-Off Meeting	1 Day
 THE PLANNING PHASE Draft Master Technical Project Plan & Charter Client Reviews Technical Project Plan & Project Charter FIRST MILESTONE: Finalized Technical Project Plan & Charter Documents	5 Days
 THE DESIGNING PHASE Conduct Vision & Requirements-Gathering Process Conduct Iterative Information Architecture Process Conduct Iterative Wireframing Process or Customize Template Conduct Iterative Interface Design Process or Customize Template MILESTONE: Finalized Website Design Implement Responsive Webpage Templates in CMS	10 Days
 THE CONFIGURING PHASE Provision Staging Environment Install SitePublish on Staging Environment Configure SitePublish Modules Integrate 3rd Party Software MILESTONE: Fully-Configured Technical Solution	20 Days
 THE TRAINING PHASE Conduct Training Sessions MILESTONE: Fully-Trained City of Pacific Staff	3 Days
 THE MIGRATING PHASE Collaborative Web Content Migration Collaborative Document & File Migration MILESTONE: Beta Website Launch	5 Days
 THE STABILIZING PHASE CivicLive Quality Assurance Process City of Pacific Staff User Acceptance Testing Period	20 Days
 THE DEPLOYING PHASE FINAL MILESTONE: Website Launch!	1 Day

BUDGET

One-Time Implementation Fixed Fee	\$8,000.00
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Our One-Time Implementation Fee covers costs associated with designing, developing and implementing your new website using our SmartWork Methodology. Key deliverables per SmartWork phase include:

<p>Envisioning & Planning Phase Deliverables</p> <ul style="list-style-type: none"> ▪ Kick-Off Meeting ▪ Finalized Project Plan and Project Charter <p>Configuring Phase Deliverables</p> <ul style="list-style-type: none"> ▪ Complete SitePublish CMS Software Configuration ▪ Integration of Desired 3rd Party Software <p>Migrating Phase Deliverables</p> <ul style="list-style-type: none"> ▪ Completion of Desired Website Content Migration <p>Deploying Phase Deliverables</p> <ul style="list-style-type: none"> ▪ PacificWA.gov goes Live! ▪ Finalized Project Documents 	<p>Designing Phase Deliverables</p> <ul style="list-style-type: none"> ▪ A Templated Responsive Website Design for PacificWA.gov <p>Training Phase Deliverables</p> <ul style="list-style-type: none"> ▪ Completion of Training Sessions ▪ User Manuals, Videos, and Online Resources <p>Stabilizing Phase Deliverables</p> <ul style="list-style-type: none"> ▪ Completed User Acceptance Testing with Testing Documentation ▪ A Stable Beta Website
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Annual Software-as-a-Service Fixed Fee	\$1,500.00
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CivicLive’s Annual Software-as-a-Service [SaaS] Fee Includes the following services:

<ul style="list-style-type: none"> <input type="checkbox"/> Enterprise-grade Website Hosting and Data Protections Services for PacificWA.gov <input type="checkbox"/> SitePublish CMS Software Version Upgrades & Maintenance <input type="checkbox"/> Unlimited Access to Technical Support 	<ul style="list-style-type: none"> <input type="checkbox"/> Unlimited-User Software License <input type="checkbox"/> A Redesign of your Website at the End of Contract Year #4 [if desired] <p>PLEASE NOTE: There is no Annual SaaS Fee for Contract Year #1</p>
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Although our proposed Design, Development & Implementation costs include many hours of professional services, the following hourly rates are presented in the event that additional work is requested after your website’s launch:

PROFESSIONAL SERVICES	HOURLY RATE
Programing	\$150.00
Graphic Design; Content Optimization; Usability Testing/Improvement; Technical Support (for no-contract clients)	\$115.00
Quality Assurance Analysis; Project Management; Training	\$125.00
Marketing Specialist Services	\$90.00