

JAYMARC AV

design | build | integrate

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

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

CITY OF PACIFIC COUNCIL CHAMBERS (Revision 1)

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

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

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

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

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

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

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

Continued on Next Page for Pricing Summary and Quote Acceptance

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

Attn: Richard Gould

QUOTE ACCEPTANCE FORM

PRICING SUMMARY

CITY OF PACIFIC COUNCIL CHAMBERS AV SYSTEMS TECHNOLOGY INTEGRATION PROPOSAL

APPROVE Y/N

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

Notes:

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

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

ACCEPTANCE OF PROPOSAL

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

Accepted: _____ Date: _____

JAYMARC - AV

2732 1st Ave South
Seattle, WA 98134

206-682-6111

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

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

Project Title..: Council Chambers - AV Renovations

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

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2732 1st Ave South

Seattle, WA 98134

Project Number JL09302015

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

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Seattle, WA 98134

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

JAYMARC - AV

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**** Proposal ****

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

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

Tyson Scherb, Senior Sales Engineer

I Accept This Quote _____ Date: _____

Council Chambers

REVISION 1 **Executive Summary**

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

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

RESOLUTION NO. 5045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SECOND ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND THE CITY OF PACIFIC FOR INFORMATION SERVICES TECHNOLOGY

WHEREAS, in September, 2011, the City of Auburn entered into an Interlocal Agreement with the City of Pacific for Information Services, and

WHEREAS, on January 7, 2013, the City adopted Resolution No. 4896, which allowed the parties to extend the original term and to clarify the term of the original agreement, specifying that it terminated on December 31, 2012, and

WHEREAS, Pacific has asked the City to provided additional web hosting and maintenance services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, KING COUNTY, WASHINGTON, HEREBY RESOLVES as follows.

Section 1. The Mayor and the Auburn City Clerk are hereby authorized to execute a 2nd Addendum to the Interlocal Agreement between the City of Auburn and the City of Pacific, which Addendum shall be in ' substantial conformity with the Addendum attached hereto as Exhibit "A".

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 3. This resolution shall be in full force and effect upon passage and signatures hereon.

Dated and Signed this 1st day of April, 2014.

CITY OF AUBURN

Nancy Backus
NANCY BACKUS, MAYOR

ATTEST.

Danielle E. Daskam
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid
Daniel B. Heid, City Attorney

Exhibit "A"

**CITY OF AUBURN-CITY OF PACIFIC
INTERLOCAL AGREEMENT FOR
INFORMATION SERVICES TECHNOLOGY**

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the 01 day of June, 2014, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington (hereinafter referred to as "Auburn"), and the CITY OF PACIFIC, a municipal corporation of the State of Washington (hereinafter referred to as "Pacific"),

RECITALS:

1. Pacific seeks professional information technology ("IT") services; and
2. Auburn has the requisite skills, resources and experience necessary to provide such services and is willing and agreeable to provide such services upon the terms and conditions herein contained

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the parties agree as follows.

1 SCOPE OF SERVICES

Auburn agrees to perform for Pacific, in a good and professional manner the tasks specific to support the City of Pacific described on Exhibit A which is attached hereto and by this reference made a part of this Agreement. (The tasks described on Exhibit A shall be individually referred to as a "task," and collectively referred to as the "services.") Auburn shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with Pacific. Auburn shall perform the services described in Exhibit A which is attached hereto and by this reference made a part of this Agreement.

2. AMENDMENT REQUIRED FOR ADDITIONAL SERVICES

In the event additional IT services are required by Pacific or reduction in services are necessary beyond those specified in Exhibit A and the compensation listed in this Agreement, and further provided that Auburn has the time and resources to provide such additional services and is willing to provide such services, a contract amendment shall be set forth in writing and shall be executed by the respective parties prior to Auburn's performance of the additional IT services, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an Amendment for additional services, such Amendment shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such Amendment were a part of this Agreement as originally executed. The performance of

INTERLOCAL AGREEMENT

services pursuant to an Amendment shall be subject to the terms and conditions of this Agreement except where the Amendment provides to the contrary, in which case the terms and conditions of any such Amendment shall control. In all other respects, any Amendment shall supplement and be construed in accordance with the terms and conditions of this Agreement.

3. PERFORMANCE OF ADDITIONAL SERVICES PRIOR TO EXECUTION OF AN AMENDMENT

The parties hereby agree that situations may arise in which IT services other than those described on Exhibit A are desired by Pacific and the time period for the completion of such services makes the execution of Amendment impractical prior to the commencement of Auburn's performance of the requested services. Auburn hereby agrees that it shall perform such services upon the request of an authorized representative of Pacific at a rate of compensation to be mutually negotiated in connection therewith. Any such additional IT services shall be memorialized in a written amendment in accordance with Section 2 of this Agreement. The invoice procedure for any such additional services shall be as described in Section 6 of this Agreement.

4. PACIFIC'S RESPONSIBILITIES

Pacific shall do the following in a timely manner so as not to delay the services of Auburn:

a. Designate in writing a person to act as Pacific's representative with respect to the services described in Exhibit A. Pacific's designee shall have complete authority to transmit instructions, receive information, interpret and define Pacific's policies and decisions with respect to the services, except in the event of an emergency as described in Exhibit A. It is highly recommended that the primary designate supply a backup designate in case the primary is unavailable.

b. Furnish Auburn with all information, criteria, objectives, schedules and standards for the services provided for herein.

c. Arrange for access to the property or ~~facilities~~as facilities as required for Auburn to perform the services provided for herein.

d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by Auburn and render decisions regarding such documents in a timely manner to prevent delay of the services, including passwords, facility access and data systems to which Pacific is requesting support. Auburn shall use "remote access" technology to support Pacific systems where possible to limit onsite costs. Such examples include Firewall, router, computer, Domain controller, active directory, Law enforcement support items and secured/~~encrypted~~decrypted access to systems designated by Pacific to be supported by Auburn.

(Do we have all necessary network maps, desktop maps, configurations/workflow maps of all applications that we support?)

INTERLOCAL AGREEMENT

City of Pacific Information Technology Services Agreement, April 9, 2014

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f. Pacific must complete, and authorize necessary state documents related to "Agency Authorization" designating City of Auburn as "IT Technical contact" and complete a "Management Control Agreement" filed with WSP that will allow Auburn IT staff to work with CJIS and ACCESS information including SSID, Mnemonics and ORI information to support the system. (do we have copies of these?)

5. ACCEPTABLE STANDARDS

Auburn shall be responsible to provide, in connection with the services contemplated in this Agreement, work products and services of a quality and professional standard acceptable to Pacific.

6. COMPENSATION

Compensation for Auburn's performance of the services provided for herein are attached as Exhibit B. Annual sum shall be increased January 1, 2015 with advance notice given to Pacific, and each January 1 thereafter, by an amount equal to 2% or the most recent Seattle-Tacoma-Bremerton Consumer Price Index- U whichever is less for the term of this Agreement.

Auburn shall submit to Pacific a monthly invoice including a report of documented IT helpdesk requests for support during invoice month. Pacific shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement, and shall remit payment to Auburn thereafter in the normal course, subject to any conditions or provisions in this Agreement or Amendment.

7. TIME FOR PERFORMANCE AND TERM OF AGREEMENT

Auburn shall perform the services provided for herein in accordance with the direction and scheduling provided in Exhibit A, unless otherwise agreed to in writing by the parties. The initial term of this agreement shall be thirty-six (36) months and may be extended thereafter by written agreement of the Parties 60 days prior to term end. It is provided, however, that either party may cancel this Agreement upon sixty (60) days written notice to the other party.

8. OWNERSHIP AND USE OF DOCUMENTS

All documents, reports, memoranda, diagrams, sketches, plans, design calculations, working drawings and any other materials created or otherwise prepared by Auburn as part of its performance of this Agreement (the "Work Products") shall be owned by and become the property of Pacific, and may be used by Pacific for any purpose beneficial to Pacific. Public records requests shall be the responsibility of Pacific; however Auburn may assist at Pacific request at hourly rates provided under exhibit B for onsite support.

9 RECORDS INSPECTION AND AUDIT

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by Pacific for a period of up to three (3) years from the final payment for work performed under this Agreement.

10 CONTINUATION OF PERFORMANCE

In the event that any dispute or conflict arises between the parties while this Contract is in effect, Auburn agrees that, notwithstanding such dispute or conflict, Auburn shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if Pacific fails to pay for the services provided by Auburn, Auburn can cease providing such services until payment is made.

11 ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by Ron Tiedeman, Innovation & Technology Director or designee on behalf of Auburn, and by Richard Gould, Finance Director or designee on behalf of Pacific. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

Commented [PH1]: Update to Paul Haugan

Commented [PH2]: Update to City Administrator

CITY OF AUBURN
Innovation & Technology
Ron Tiedeman
25 W Main St
Auburn, WA 98001-4998
Phone: 253-288-3160
Fax: 253-804-3116
E-mail: rtiedeman@auburnwa.gov

CITY OF PACIFIC
Finance Director
Richard Gould
100 3'd Ave SE
Pacific, WA 98047
(253) 929-1117
rgould@ci.pacific.wa.us

Commented [PH3]: Update to City Administrator

12. NOTICES

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above

Either party may change his, her or its address by giving notice in writing, stating his, her or its new address, to the other party, pursuant to the procedure set forth above

13. INSURANCE

Pacific shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Pacific's membership in a municipal self-insurance pool, including evidence of limits of coverage's, exclusions and limits of liability satisfactory to Auburn.

Auburn shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Auburn's membership in a municipal self-insurance pool, including evidence of limits of coverage's, exclusions and limits of liability satisfactory to Pacific.

14. INDEMNIFICATION

a. Pacific shall indemnify and hold Auburn and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Auburn arising out of, in connection with, or incident to the execution of this Agreement and/or Pacific's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Auburn, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Pacific; and provided further, that nothing herein shall require Pacific to hold harmless or defend Auburn, its agents, employees and/or officers from any claims arising from the sole negligence of Auburn, its agents, employees, and/or officers. No liability shall attach to Auburn by reason of entering into this Agreement except as expressly provided herein.

b. Auburn shall indemnify and hold Pacific and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Pacific arising out of, in connection with, or incident to the execution of this Agreement and/or Auburn's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Pacific, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing herein shall require Auburn to hold harmless or defend Pacific, its agents, employees and/or officers from any claims

arising from the sole negligence of Pacific, its agents, employees, and/or officers. No liability shall attach to Pacific by reason of entering into this Agreement except as expressly provided herein.

15 WAIVER OF SUBROGATION

Pacific and Auburn hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington, provided, that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of Pacific or Auburn.

16. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

17. ASSIGNMENT

The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party

18. ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

19 NONDISCRIMINATION

Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof

20. MISCELLANEOUS

INTERLOCAL AGREEMENT

City of Pacific Information Technology Services Agreement, April 9, 2014

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- a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- b. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.
- c. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- d. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.
- e. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties. Semi-annual operational review and service meetings shall be held with representatives from both cities to review and discuss service and support delivery
- f. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.
- g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.
- h. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.
- i. Copies of this Agreement shall be listed by the parties on their websites as provided for in RCW 39 34.040.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AUBURN

CITY OF Pacific



Nancy Backus
Auburn Mayor

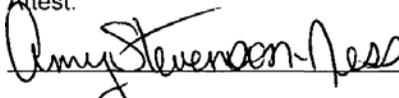
LanneGUJer
Pacific Mayor

Attest:



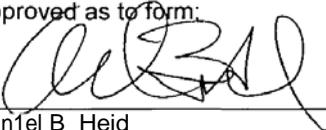
Danielle Daskam,
Auburn City Clerk

Attest:



Amy Stevenson-Ness,
Pacific City Clerk

Approved as to form:



Daniel B. Heid
Auburn City Attorney

Approved as to form:

Print Name: _____
Title: _____

EXHIBIT A

SCOPE OF SERVICES

Services Provided:

- Onsite Auburn IT Staff Presence: Auburn primary support function will be via remote access and administration with primary contact and support provided through email: helpdesk@auburnwa.gov and phone support. Remote login and various types of technical configuration management will be utilized to minimize onsite and travel charges. Auburn IT staff will respond onsite to all technical matters not repairable remotely, and will attempt to respond to non-critical items in multiples to minimize trips where possible.
- General network and desktop support (this needs to be defined more granular – i.e.: General Desktop Support: Desktop installations, depot maintenance management, software installations, patch management, virus updates etc) General Network Support the same way
- Limited GIS and Mapping Services shall be provided on a per project basis, with printing costs the responsibility of Pacific based on current Auburn rate schedules.
- Maintenance and management of Servers and "back-end" equipment to include:
 - o Telephones, sound equipment, servers, network equipment (routers, firewalls, switches)
 - o Server administration, including user setup, access, email and help desk functionality, patch management, configuration updates, operating system upgrades
 - o TV21 support and coordination as allowed per Pacific Franchise
- Public Meetings: (set-up and attendance when necessary)
- Purchasing. Recommendations, quotes, vendor discussions. Purchasing, purchase orders and requisitions will be the responsibility of Pacific.
 - o Pacific can be added to certain City of Auburn software and hardware agreements to receive similar cost savings where applicable. Such areas including Microsoft volume licensing (subject to discussions with Microsoft), Spillman, Sharepoint (Subject to discussions with Microsoft), Antivirus protection, Netmotion and others (what others).
- Web Services – Optional item per Exhibit B
 - o Website hosting and support
 - o Training and consulting
 - o Website monitoring and limited reporting
 - o Website design recommendations and future planning
- Backup operations, offsite storage and disaster recovery
 - o Auburn will evaluate current backup and disaster contingency plans and make recommendations. Typically this includes weekly offsite storage which is paid for by customer, and daily incremental and differential backups. While Auburn is already managing these operations, at Pacific's request, Auburn can provide an evaluation of alternative backup solutions.
 - o Disaster recovery/business continuity may result in an addition of services, or evaluation and recommendation to enhance continuous business continuity operations and operations based on current procedures.

Commented [PH4]: This is for my folks. I want to define more accurately. Feel free to add your thoughts here.

Commented [PH5]: So I understand – what is your expectation of "limited"? Is this working for you?

Commented [PH6]: Need some background on this. Comcast? Verizon? Existing commitments etc, Want to make sure we're meeting the expectation.

Commented [PH7]: We are meeting with Microsoft to discuss an Enterprise agreement. May be some savings and service increases that we can leverage.

Commented [PH8]: Richard – with your move toward a new website, let me know if you wish us to be involved in support or if you intend to move the hosting and maintenance elsewhere – this would make this section a non-issue. Your thoughts?

Application and software end user support

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- Vendor coordination and management as needed
- Workstation setup and operating system, and software patch management
- Technical recommendations including:

- o Long and short term strategic planning
- o Disaster recovery and business continuity planning
- o Technology budget recommendations and planning
- o Audit documentation and assistance with CJIS and WCIA annual audits

Requesting support:

All requests for service should be emailed to helpdesk@auburnwa.gov. Phone calls will be accepted as well, however tracking tickets and support via our help desk system is ~~preferred with~~preferred with a follow up phone call from Auburn staff. The request will be forwarded to City of Auburn technical staff for resolution. Persons authorized to request support on a non-emergency basis are City of Pacific employees or their designee. (This is vague. Richard, do you want to allow all Pacific staff to request help? I am fine with this and actually think it is the right way to go, I just want to say it better.)

Service levels:

For requests e-mailed Monday through Friday from 7:00 am to 5:00 pm, we will ~~try to~~ respond within 30 minutes. ~~During high call volumes, we will assist you as soon as possible~~In instances where we are receiving extremely high call volumes due to systems failures, Acts of God, regional outages and such this response time may be impacted. In this case Auburn will notify Pacific if this is happening with an estimated return to normal time.

With authorization of Pacific Mayor, ~~Finance Director~~City Administrator, City Clerk or Police Chief, support outside regular business hours will be provided on an emergency basis. If you need an immediate response during off hours or there is an emergency situation and have the appropriate authorization, please email helpdesk@auburnwa.gov with the name of authorizing person and nature of issue or call 253-876-1947 Your issue will be forwarded to the on-call technician for resolution.

Service Limitations:

- City of Auburn will assist and provide ~~recommendations on~~recommendations on network security but security remains the responsibility of City of Pacific. (Pacific input?)
- City of Auburn will document, and present information relevant to technical audits however compliance will be the responsibility of Pacific, including CJIS and ACCESS Audits.
- City of Auburn will assist and provide installation and recommendations on hardware and software purchases. All hardware and software purchases are the responsibility of City of Pacific.

Additional Services:

City of Auburn may provide additional services, or alter existing services through the appropriate approval process and addendum.

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Additional services include but are not limited to.
GIS Services
Licensing Support:

-Netmotion (Billed Separately at cost)

-Spillman (Billed Separately at cost)

~~Web Application and Design Services~~
Publishing and Design Services (Still optional?)
Multimedia/Film Services(Still optional?)

Billing:

All service will be billed monthly according to Attachment B. Services that are billed on an hourly basis will include a brief description of the service and the department where the service was performed. Monthly charges for service are based on an estimated 400 helpdesk requests annually. In the event annual helpdesk requests exceed 400 tickets, City of Pacific agrees to negotiate these additional services which may include mutually agreed adjustments to monthly service charges.

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Need some analytics:

Number of tickets for 2014 and 2015 to date?

Estimated time to close for these tickets

On prem vs remote

Ticket spread – desktop vs network vs special

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**EXHIBIT B
COST OF SERVICES**

| Support Function | Operating Hours | Billing rate | Monthly cost |
|---|--|--|-----------------------------|
| As outlined in Exhibit A | M- F, 7 a.m - 5 p.m. excluding holidays | \$3060.00 / month effective April 1, 2014 and monthly thereafter | \$3060.00 |
| Network and desktop repair and maintenance that require onsite support. | M- F, 7 a.m.- 5 p.m. excluding holidays | Included. Mileage billed separately and based on IRS standard mileage rates | Per hour as required |
| Website and FTP Host1ng -Site transfer and domain monitoring -Data backup and restore -5GB server space (1/4 GB current size) -10 GB FTP Storage and Access -User administration and security -Photo/ document upload support -Reports- Page "hits" (Google analytics) | M- F, 7 am.- 5 p.m. excluding holidays | Based on up to 60 pages. Current page count 50. | \$190.00 |
| Web programming and consulting - 3 hours included at transition -Static Template design changes -Online forms, drop down boxes, static boxes, color changes affecting site template. | M - F, 7 a.m. - 5 p.m. excluding holidays | \$150.00 / hour Billed in 15 minute Increments | N/A |
| All support responses by City of Auburn technical support staff Note: COA technical support staff will not respond without authorization from City of Pacific Mayor, Police Chief or Finance Director | Non business hours, afterhours, emergency response | \$120.00 / hour with one hour minimum plus mileage based on IRS standard mileage rate | Per incident as required |
| Netmotion Client Software | Billed Annually | \$38.00/ 20 Clients | \$760.00 |
| Spillman (Police Software Support) | Billed Annually | N/A | N/A |
| Virus Protection Software | N/A | Included – 48 Clients | Included |

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