

CITY OF FIFE PROFESSIONAL SERVICES AGREEMENT

1. Parties and Date. THIS Agreement is made effective as of the 1st day of June, 2013, by and between CITY OF FIFE, WASHINGTON ("City") and CONSERVATION TECHNIX, INC. ("Consultant").

2. General Purpose and Intent. The work involved in the City of Fife Park, Recreation & Open Space Plan Update is to refresh the existing plan that will provide guidance to the City in its management and development of park properties and recreation programs for the next six years. Adoption of the updated plan is expected in the fall of 2013. The updated City of Fife Parks, Recreation and Open Space Plan will be based on the needs and values of the citizens of Fife. The planning process will include public involvement in a variety of ways, and educating and surveying the community about the future of our park, recreation and community services system. The plan will be a working document that guides both day-to-day and long-range decision-making.

3. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached hereto as Exhibit "A" (the "Scope of Work"). 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.

4. Schedule of Work.

A. Consultant shall perform the services described in the Scope of Work in accordance with the schedule attached hereto as Exhibit "B." 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 the services described in the Scope of Work upon receipt of a written Notice to Proceed.

5. Compensation. TIME AND MATERIALS NOT TO EXCEED. Compensation for the services described in the Scope of Work shall not exceed \$20,000.00 (Twenty thousand and no/100 dollars) without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

6. Coordination of Contract Documents. This Agreement consists of this professional services agreement form and Exhibits "A" through "C". If there is any inconsistency between this professional services agreement form and any of the Exhibits, the professional services agreement form shall take precedence.

7. Payment.



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A. Consultant shall provide monthly invoices in the format acceptable to the City for work performed to the date of invoice. Consultant shall maintain time and expense records for reimbursable expenses and any work that is billed hourly under this Agreement and provide them to the City upon request.

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice.

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. 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.

8. 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. Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Consultant shall obtain a City of Fife business license pursuant to the provisions of Chapter 5.01 FMC prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 8 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.

9. Term and Termination of Agreement

A. This Agreement may be terminated by the City at any time upon the default of the Consultant or upon public convenience, in which event 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. 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,


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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.

B. The City may suspend this Agreement, at its sole discretion, upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. 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.

10. 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.

11. 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 9 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City. City agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to indemnify and hold Consultant harmless therefore.

B. Spatial data created by consultants for City of Fife via this contract should be delivered as either ESRI shapefiles or an ESRI file geodatabase. The data should be developed in (or projected to) StatePlane 1983, WA South (Projection), NAD83HPGN (Datum), US Survey Feet (units). These datasets should be delivered on CD/DVD, complete with any projection files, accessory tables relatable by a fixed unique identifier to the spatial data, and metadata using Federal Geographic Data Committee (FGDC) specifications. If the data is produced in AutoCad 2000 or later, the shapefile format is an export option and should be utilized and all other criteria still apply. The City of Fife retains ownership to such data layers produced using taxpayer dollars and controls any future dissemination or reuse of this data.

12. Indemnification/Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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, and volunteers, the Consultant's liability, including the duty and cost to defend, 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. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.


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13. Insurance. The Consultant shall procure and maintain for the duration of this 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. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an 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.
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.

C. Other Insurance Provisions

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they 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 Contractor's insurance and shall not contribute with it.

D. Acceptability of Insurers

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


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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.

F. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

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 at the City's sole discretion.

15. Independent Contractor. Consultant is and shall be at all times during the term of this Agreement an independent contractor.

16. Notice

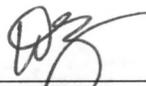
A. Any notice or communication required by this Agreement must be in writing, and may be given either personally, electronically with evidence of receipt, by express delivery service, or by registered or certified mail, return receipt requested. If given personally, by express delivery service, or by registered or certified mail, such notice or communication shall be deemed to have been given and received upon actual receipt. If delivery is made electronically, either by e-mail or facsimile transmission, a notice shall be deemed to have been given when delivered to the person to whom it is addressed, and there is electronic confirmation that it was received. Such notices or communications shall be given to the Parties at their addresses set forth below:

David K. Zabell
City Manager
5411 23rd Street East
Fife, WA 98424

Steve Duh
Principal
P.O. Box 12736
Portland, OR 97212

Phone: 253 922-2489
Fax: 253 922-5355

Phone: 503-989-9345
Fax:



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Email: dzabell@cityoffife.org

Email: steve@conservationtechnix.com

B. Either party may change its contact information by sending its new contact information to the other party in the same manner as is provided for sending the other party notice under the provisions of paragraph 16.A.

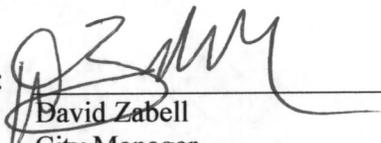
17. **Disputes.** Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

18. **Attorneys Fees.** 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 attorneys fees from the other party.

19. **Extent of Agreement/Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

CITY OF FIFE, WASHINGTON

CONSERVATION TECHNIX, INC.

By: 
David Zabell
City Manager

By: 
Steve Duh
Principal

Date: 6/19/13

Date: 6/13/13

Attest:

By: 
for Carol Etgen
City Clerk

Approved as to form:

By: 
Gregory F. Amann
Assistant City Attorney


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Project Approach

This project entails the development of a Parks, Recreation and Open Space (PROS) Plan, built upon significant community involvement, along with review by the PRCS Board and Planning Commission and review and approval by the City Council. The purpose of the Plan is to provide a framework for decision-making over 6- and 10-year planning horizons. Major objectives of this Plan Update process are to:

- Engage local residents through meaningful public outreach to inform plan development;
- Update the park system inventory and conduct a conditions assessment of parks, facilities and trails to guide the development of a systemwide needs assessment;
- Examine and analyze services and standards, including levels of service, recreation programming and maintenance & operations needs in relation to funding scenarios and the City's demographics;
- Update the Plan's goals, policies and guidelines for enhanced service delivery and to respond to existing and emerging community needs relating to park facility development, operations and recreation programming;
- Develop a concise and actionable Plan, portions of which can easily translate into the City of Fife GMA Comprehensive Plan and which meets the timeline for inclusion into the Annual 2013 Review Comprehensive Plan amendment docket.

Project Scope

Task 1: Project Initiation & Management

- Hold a project kick-off meeting with City staff to refine the scope of the project and address the public involvement program, concurrent plan coordination and major milestones.
- Hold periodic project coordination meetings with City staff to review and discuss work products, prepare for community outreach, refine policies and objectives and develop plan implementation strategies.

Task 2: Existing Conditions & Baseline Analyses

- Assemble, review and analyze all pertinent, existing print and electronic City-wide planning materials, including the City's 2008 Plan, comprehensive plan, municipal code, budget and past surveys.
- Review and validate the parks, open space and recreation goals of the comprehensive plan and other policy statements, with the intent of making a preliminary assessment of how these goals and policies might need to change.
- Examine recent studies and regional statistics, such as the Washington State Comprehensive Outdoor Recreation Planning (SCORP) document, to develop a trend assessment uniquely-focused toward the City's demographics and offerings.

- Conduct a physical assessment of parks, trails and facilities to identify potential needs for improvement, enhancement or renovation, along with opportunities to establish or improve sustainable design and management practices.
- Meet with operations staff to discuss facility needs, with a focus toward best management practices or challenges regarding the planned and potential growth of system assets and facilities.
- Obtain all existing, relevant GIS datasets from the City or County to create and analyze an updated park system inventory, along with the capability to assess acquisition and development gaps based on service standards and community needs.

Task 3. Community Engagement Program

We propose a thoughtful and transparent public process to inform and validate the PROS Plan.

Task 3.1. Community Survey

Develop a web-based survey in collaboration with staff to identify the community's preferences, needs, demand and the general use of parks and recreation facilities. The survey will be linked from the City's website and announced via existing media channels. We will compile and analyze the data and prepare summary findings as a technical memorandum to highlight key subgroup responses (age, gender, etc).

Task 3.2 Community Meeting

- Coordinate, facilitate and host one community meeting for the Plan, with logistics support from City staff. The community meeting shall create a dialogue with the public on the future vision of the parks, recreation and trails system, along with program and facility opportunities.
- Provide a written summary of survey results and inquire about important upgrades, expansions or enhancement projects that could be reflected in the capital facilities plan.
- Prepare presentation materials, record public comments and produce a meeting summary appropriate for posting to the project website, should the City decide to post the summary.

Task 4. Needs Assessment

- Review current park and recreation standards and classifications, and consider revisions to the City's level of service standards.
- Update park system classifications, definitions and service standards based on resident input, staff direction and an estimate of financial implications.
- Review, assess and re-define the open space classification and adjust the inventory accordingly.
- Prepare a gap analysis to identify demand, assess the capacity of the existing facilities and programs, and determine if there are gaps in service or capacity to meet that demand for recreation programs.



- Analyze and evaluate the existing and potential trail system for connections within Fife and to surrounding recreational resources and with an eye toward planned, future highway and port enhancements.
- Examine the current and proposed level of service for parks, facilities and programs, and coordinate with staff to review standards such that they are achievable, attainable and affordable for the City into the near future.

Summarize, in writing, the findings of recreational need and recommend potential park, trail, program and maintenance improvements to meet the service demands requested by the community and stakeholders, including explaining why it may not be appropriate or feasible to meet certain service demands.

Task 5. PROS Plan Development

The draft Plan will outline a framework for the continued improvement and growth of City recreation facilities, amenities and parkland acquisitions responsive to the specific needs of Fife. This framework will guide funding, program objectives, development or resource goals. The draft Plan will meet Washington State Recreation and Conservation Office (RCO) and Growth Management Act (GMA) requirements and include discussion detailing the public process, including survey results, system inventory, community needs, goals and implementation actions and strategies. In addition, the Plan will incorporate the following:

- Identification of potential public funding sources, grants and strategic partnerships with private entities;
- Identification of opportunities for cooperative arrangements with the school district, private development community, businesses and initiatives with nearby municipalities; and,
- Identification of opportunities for volunteer activity, neighborhood / citizen participation in the City's recreation offerings and opportunities for regional and interagency cooperation.

Capital Improvements Plan

- Develop a 6-year Capital Improvements Plan that identifies in priority order and sequences the actions necessary to implement Plan recommendations.
- Generate initial cost projection for all proposed park and recreation components, renovation and redevelopment, potential land acquisition and potential new development.
- Prepare a strategy and priorities for phased implementation of proposed recommendations. Capital improvements plan components will be organized based on funding availability, ease of implementation and construction cost.
- Prepare a 6-year outlook and proforma addressing existing and planned parks and facilities and include options for different operational or maintenance service levels.
- Prepare a 6-year outlook for recreation programming to aid in budget planning and to better understand cost recovery.



- In coordination with staff, compile a funding toolbox of options and sources to sustain and grow resources for the parks, recreation and trails system and to link with the projects and priorities noted in the capital improvements plan.

Task 6. Plan Approval & Final Documentation

Task 6.1. Parks Board & Planning Commission Review

Conduct one presentation to either the PRCS Board or the Planning Commission for their review and comment. The decision as to which Board/Commission the consultant will present the Plan to will be at the City's discretion. (It is possible that the City may hold a joint meeting of the Parks Board and Planning Commission. If so, this shall constitute one presentation.) The sessions will focus on the draft Plan and highlight the key considerations about services, policies, program strategies and capital priorities. Comments and direction from these sessions will be incorporated into the Plan and provided to staff for circulation to City Council.

Task 6.2. City Council Review

To facilitate formal adoption of the Plan, attend a work session with City Council to present the draft Plan with staff and review the key findings, financing measures and implementation strategies and to receive Council's comments prior to formal approval.

Task 6.3. Plan Revisions & Final Documentation

Incorporate final comments to finalize the Plan. Produce and publish the Plan in color and in booklet format, delivered in both hard copy and electronic format. A CD of all planning documents and deliverables will be provided in digital formats at project completion.

Project Schedule & Milestones

Our team estimates approximately seven (7) months to complete the project scope outlined earlier in this Proposal. The following illustrates the major work tasks, key deliverables and anticipated timelines.

Major Tasks & Deliverables

Information Gathering

- 1 Project Initiation Meeting*
- Community Profile; Demographics (Staff led)*
- Recreational Trend Forecast*
- Site Assessments, Inventory & Draft Mapping Products*

Community Engagement Process

- Community Meeting*
- Stakeholder Sessions (Staff led)*
- Community Survey*
- Public Information Collateral (Staff led)*

Recreational Needs Assessment

- Service Standards & LOS Analysis, Needs Assessment*

Preliminary Plan Development

- Draft Parks & Recreation Plan*
- 6-Year Capital Improvements Plan*

Final Plan Development & Approval

- 1 Session with either Parks Board or Planning Commission*
- 1 Session with the City Council*
- Final PROS Plan*

Timeline

June - July 2013

- June*
- June - July*
- June - July*
- June - July*

July - August 2013

- August*
- July - August*
- July - August*
- On-going*

August - September 2013

- August - September*

September - October 2013

- September - October*
- September - October*

October '13 - February '14

- October*
- January*
- February*

Fee Proposal

We propose a total not-to-exceed cost (including expenses) of \$20,000. Staff rates and a fee summary are listed below.

Staff Rates

Staff	Rate
Principal	\$ 130
Sr. Associate	\$ 95
Associate	\$ 85

Fee Summary

TASK	Hours Subtotal	Fee Subtotal
Task 1: Project Initiation and Management	6	\$ 780
Task 2: Existing Conditions & Baseline Analysis	36	\$ 4,530
Task 3: Community Engagement Program	35	\$ 3,665
Task 4: Needs Assessment	18	\$ 3,510
Task 5: Parks & Recreation Plan Development	30	\$ 5,615
Task 6: Plan Approval & Final Documentation	9	\$ 1,170
Direct Costs		\$ 730
TOTAL		\$ 20,000