

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

(RMS/JMS Replacement Project Management)

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 20____, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and National Public Safety Group, LLC, a North Carolina corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit “A” Scope of Services attached hereto and incorporated herein (the “Project”).

2. TERM.

A. The Project shall begin no earlier than August 20, 2023, and shall be completed no later than September 20, 2025. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

This Agreement may be terminated by either party with 90 days written notice to the other Party.

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed Two Hundred Ninety Seven Thousand One Hundred Nineteen and No/100 Dollars (\$297,119) ("Consulting Fees") as set forth in Exhibit "B".

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE

PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and all reasonable attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. . No liability shall attach to SERVICE PROVIDER by reason of entering into this Agreement except as expressly provided herein.

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and all reasonable attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors, or omissions of the CITY, its officers, officials, employees or agents or by CITY'S breach of this Agreement.. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

D. Limitation on Liability. Notwithstanding any other provision of this Agreement, SERVICE PROVIDER'S liability hereunder shall not exceed the maximum limit of SERVICE PROVIDER'S professional insurance.

8. INSURANCE.

A. The SERVICE PROVIDER 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 SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on a claims made basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy aggregate limit.

C. The CITY shall be named as an additional insured on the insurance policy, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or

material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

9. TREATMENT OF ASSETS.

A. Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement. The CITY shall not disclose SERVICE PROVIDER Confidential Information to any third parties except as permitted hereunder or as permitted under Washington State law.

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable CITY business and occupation (B&O) taxes which may be due on account of this Agreement.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule, or government contract.

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Benefits. Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit "C".

12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

14. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period, subject to the terms of Section 21 hereof.

16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

21. CONFIDENTIALITY.

Notwithstanding any other provision of this Agreement,

A. CITY Confidential Information. By virtue of this Agreement, the SERVICE PROVIDER will have access to confidential information and materials of the CITY that is provided to the SERVICE PROVIDER after the execution of this Agreement and so designated in writing (collectively, the "CITY Confidential Information"). CITY Confidential Information does not include information that (i) is already in the SERVICE PROVIDER's possession at the time of disclosure by the CITY, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the SERVICE PROVIDER, (iii) is obtained by the SERVICE PROVIDER from an unrelated third party without a duty of confidentiality, or (iv) is independently developed by the SERVICE PROVIDER. The SERVICE PROVIDER shall not use CITY Confidential Information for any purpose other than in furtherance of this Agreement and the activities described herein. The SERVICE PROVIDER shall not disclose Confidential Information to any third parties except as permitted hereunder or as permitted under Washington State law.

B. SERVICE PROVIDER Confidential Information. By virtue of this Agreement, the CITY will have access to confidential information and materials of the SERVICE PROVIDER that is provided to the CITY after the execution of this Agreement and so designated in writing (collectively, the "SERVICE PROVIDER Confidential Information"). SERVICE PROVIDER Confidential Information does not include information that (i) is already in the CITY's possession at the time of disclosure by the SERVICE PROVIDER, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the CITY, (iii) is obtained by the CITY from an unrelated third party without a duty of confidentiality, or (iv) is independently developed by the CITY. The CITY shall not use SERVICE PROVIDER Confidential Information for any purpose other than in furtherance of this Agreement and the

activities described herein. The CITY shall not disclose SERVICE PROVIDER Confidential Information to any third parties except as permitted hereunder or as permitted under Washington State law.

C. Exclusions. Notwithstanding the foregoing, this Agreement shall not prevent the SERVICE PROVIDER from disclosing CITY Confidential Information or the CITY from disclosing SERVICE PROVIDER Confidential Information to the extent required by Washington State law; provided, however, that, in such event, the Party from which disclosure is sought shall promptly notify the other Party in writing as to the requested disclosure (including a copy of the request and timing of proposed disclosure) at least ten (10) days before the proposed disclosure date to allow intervention.

22. WARRANTIES.

Notwithstanding any other provision of this Agreement,

A. No Implied Warranties. The CITY agrees that (i) the SERVICE PROVIDER is not the manufacturer or distributor of any of the products or services subject to the Services (collectively, the "Third-Party Products"), (ii) the warranties and representations, if any, applicable to any of the Third-Party Products (including, without limitation, their respective specifications) are those of the manufacturer or distributor thereof and not the SERVICE PROVIDER, and (iii) the SERVICE PROVIDER bears no obligation or liability related to or resultant from the warranties or representations, if any, applicable to any of the Third-Party Products (including, without limitation, their respective specifications). THE WARRANTY HEREIN IS THE ONLY WARRANTY MADE BY THE SERVICE PROVIDER HEREUNDER. THE SERVICE PROVIDER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

23. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

24. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and

cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

The rest of this page left intentionally blank.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
NATIONAL PUBLIC SAFETY GROUP
124 Newington Way
Aberdeen, NC 28315
UBI No.
Phone No. 910.420.3667

Debbie Sullivan
Mayor


Jonathan Mijms, CEO

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____ (name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ (title) of _____ (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the State of Washington,
My appointment expires: _____

Scope of Work

NPSG will assist the Customer with their public safety software project, which will include:

- Law Enforcement Records Management System (LERMS)
- Jail Management System (JMS)

NPSG will provide these services for with the following agencies involved:

- Lacey Police Department
- Olympia Police Department
- Tenino Police Department
- Thurston County Sheriff's Office
- **Tumwater Police Department – Fiduciary**
- Yelm Police Department

NPSG must provide consulting services and implementation services for the customer. These services include:

Phase I

Needs Assessment

The NPSG team will perform a mini Needs Assessment, which will include services such as:

- Identify and document goals and objectives
- Review and take notes from any existing strategic plans that may be in place
- Document any partner agencies that need integration—public safety agencies, neighboring counties, public works, etc. This includes existing agreements and future wants
- Identify the agency's Project Team
- Identify the time goals/deadlines of your specific project
- Provide a project schedule for the Selection, Procurement, and Project Management phases of the project

Phase II

Selection Process

The NPSG team will lead and manage the Selection process, as the Agency desires, to include services such as:

- Upon receiving RFP responses from responding vendors, the NPSG team does a full assessment of the responses. This includes assessments of each section in our RFP template, to include pros, cons, and notes on information pertaining to:
 - Company
 - Finances
 - Contracts cancelled or unfulfilled

- References
- Litigation, arbitration, and civil disputes
- Infrastructure
- Cybersecurity
- Professional services model
- Updates/Enhancements
- Support / SLA
- Cost proposal breakdown and comparison
- Exceptions taken to the RFP
- Technical matrix breakdown, pros, and cons
- Lead and manage the Selection process to include:
 - Setting up all demonstrations and round table meetings
 - Provide a scoring matrix, which is determined after meeting with Agency stakeholders to identify performance metrics.
 - NPSG uses Qualtrics for members to score the presentations.
 - Set up and manage the Technical / Pro Services presentation following demonstrations
 - Attend any management or Commissioner meetings needed to move forward with a formal selection

Phase III

Procurement Process

The NPSG team will work with perform the following services such as:

- Upon a proposer being awarded a Selection, contingent on successful contract negotiations, NPSG retrieves the company's contract
- NPSG works with the Agency's Procurement, Risk, and Legal departments to vet the agreement.
- The NPSG Team has extensive criteria it looks for in contract negotiations with a vendor to include:
 - Price
 - Actual cost
 - Ongoing costs
 - Pricing model
 - Future add on costs
 - Payment terms
 - Breakdown of milestones
 - Percentage of holdback money contingent on sign off
 - Product
 - Is the Statement of Work accurate
 - Ensure the Agency understands what you are getting and not getting
 - Project
 - Professional Services standards
 - Project Manager
 - Project tools
 - Team members
 - Penalties for very delayed projects

- Support level agreement
 - Support tiers with guaranteed response times
 - Penalties for delayed responses
 - Annual SSMA or Subscription increase percentage caps
 - If SaaS, guaranteed uptime with penalties
 - Ongoing support parameters
 - During updates
 - Cybersecurity
 - Identification of who supports your Agency
- Updates and Upgrades
 - Costs
 - Process
- All Terms and Conditions, with some specific language regarding
 - Assignment
 - Non-interference
 - Data ownership
 - Legal litigation or arbitration
- NPSG assist in redlining and commenting on the price, terms, and conditions to assist the agency in finalizing a successful contract
- Attend any management or Commissioner meetings needed to get approval for the contract signing

Phase IV

Project Management

The NPSG team will work with perform the following services such as:

- We provide all of our documentation from previous phases to the vendor before kickoff to ensure they have as much knowledge as possible to prepare for the project
- Attend and assist with kickoff and discovery sessions to make sure all goals and objectives are understood and documented
- Work with software vendor and customer to develop a detailed implementation schedule
- We ensure the training plan scheduled is conducive with agency needs – schedules, union rules, other limitations
- Our project managers and subject matter experts attend meetings and calls as appropriate and deliver detailed notes after each call
- Prior to weekly project status meetings, we have weekly one on ones with the customer and vendor, which helps make the status calls more efficient and effective
- Schedule regular checkpoints to make sure everything is on track and all users are aware of the progress being made both from a task and budget perspective
- We work to ensure the agency is on track doing their homework, so there is no delay to the critical project tasks
- We work to ensure the vendor is on track with their deliverables
- Work to ensure client assigns appropriate “core group” resources for project success
 - This entails identifying what personnel resources will be needed for a project of your

scope

- Work to make sure any showstopper items are identified and promptly resolved by the responsible party before becoming major issues
- Monitor risks and change requests throughout the project.
- Review and recommend approval of software invoices as requested by the Customer
- Assist client with preparing for Stakeholder Meetings
- Schedule calls with the software vendor and all third-party vendors to identify interface requirements.
- Manage progress of data conversions or any access to legacy data to ensure these processes are not going to delay the project
 - Ensure client stays on track with validations
 - Ensure vendor stays on track with fixing issues for the next data conversion run
 - Work with client to make sure they are bringing clean data into their new system
- Work to ensure functional and load testing is performed as needed
 - Document issues found during testing and continuously follow-up with the vendor on resolution and a retesting plan
 - Assist with prioritizing issues and ensuring Go Live dependent issues get worked on first
- Work with the vendor to develop and communicate a detailed go-live plan well before the system is put into live operation
 - Work with vendor to ensure there is a go live checklist for both their staff and the client's staff
- Continue to follow up after go-live for any post go-live action items, such as pending interfaces, conversion items, or anything else that was not completed
- Provide ongoing annual support for account and technical needs if that option is chosen by the agency



Cost Proposal

National Public Safety Group Proposal

Proposal Services for: *RMS & JMS Consulting Project*

Proposal for: Thurston County Consortium
Contact: Laura Wohl **Date:** 5/17/2023
Police Admin Supervisor **Valid:** 1/12/2024
Email: Lwohl@ci.tumwater.wa.us
Phone: 555 Israel Road SW
NPSG Contact: Buck Mims **Email:** bmims@nationalpsgroup.com

Item	Length of Project	Total
Needs Assessment		NA
Selection	<i>RFP Assessments - no demonstrations</i>	\$54,021
Procurement		\$49,519
Project Management		\$193,575
Total Consulting Services:		\$297,116

Item	Total
Consulting as a Service	NA



Total Cost: \$297,116



NOTES

This proposal includes services for this project for this many months after effective date: 26

A \$3,500 Legal Fee is added for agencies using their own PSA

See full agreement for all terms and conditions

Optional CaaS: Ongoing annual support after sign off by NPSG for technical, account, & invoicing items: \$14,856

Agencies to manage 6

Contracts to negotiate 1

Projects to manage 1

Chapter 3.46
CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

- 3.46.010 Definitions.
- 3.46.020 Nondiscrimination in benefits.
- 3.46.030 Limitations.
- 3.46.040 Powers and duties of the city administrator.
- 3.46.050 Appeals.
- 3.46.060 Effective date.

3.46.010 Definitions.

For the purpose of this chapter:

A. “Contract” means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;

B. “Contract awarding authority” means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;

C. “Domestic partner” means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;

D. “Employee benefits” means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. O2000-028, Added, 02/06/2001)

3.46.020 Nondiscrimination in benefits.

A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

B. Other Options for Compliance Allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;
2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or
3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;
4. The contractor is a public entity;
5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
6. The city is purchasing through a cooperative or joint purchasing agreement.

D. Requests for waivers of the terms of this chapter are to be made to the city administrator by the contract awarding authority. Decisions by the city administrator to issue or deny waivers are final unless appealed pursuant to TMC 3.46.050.

E. The city administrator shall reject an entity's bid or proposal, or terminate a contract, if the city administrator determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

F. No contract awarding authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

G. All contracts awarded by the city shall contain provisions prohibiting discrimination in the provision of employee benefits, including provisions containing appropriate remedies for the breach thereof as prescribed by this chapter, except as exempted by this chapter or rule.

(Ord. O2000-028, Added, 02/06/2001)

3.46.030 Limitations.

The requirements of this chapter only shall apply to those portions of a contractor's operations that occur:

- A. Within the city;
- B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and
- C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. O2000-028, Added, 02/06/2001)

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

- A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;
- B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:
 - 1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and
 - 2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;
- C. Examine contractor's benefit programs covered by this chapter;
- D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- E. Allow for remedial action after a finding of noncompliance, as specified by rule;
- F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

(Ord. O2000-028, Added, 02/06/2001)

3.46.050 Appeals.

Any aggrieved party may appeal a decision of the city administrator to the mayor by the submittal of a written request to the city attorney within ten working days of the decision to be appealed. The mayor's decision will be in writing with findings identified upon which the decision was made. Subsequent appeal will be to the Thurston County superior court.

(Ord. O2000-028, Added, 02/06/2001)

3.46.060 Effective date.

The provisions of this chapter shall apply to any contract awarded on or after January 2, 2002.

(Ord. O2000-028, Added, 02/06/2001)