

RESOLUTION NO. 792

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, APPROVING A CONTRACT WITH PIERCE COUNTY COMMUNITY NEWSPAPER GROUP, LLC, FOR PRODUCTION, PUBLICATION AND DISTRIBUTION OF CITY NEWS AND INFORMATION WITHIN THE NEW UNIVERSITY PLACE PRESS NEWSPAPER TO BE PUBLISHED AND DISTRIBUTED EVERY TWO WEEKS WITHIN THE CITY

WHEREAS, since at least 2012, University Place has grappled with potential changes in how we provide information about City activities and services to those we serve. The City has historically used three primary means of making information available and disseminating it to residents: the City's website, the self-created, commercially printed and direct mailed University Place Headlines newsletter, and UPTV; and

WHEREAS, in 2015, the discussion has focused primarily on the City's self-published U.P. Headlines, and in order to assess alternatives to the Headlines, staff developed and issued a competitive Request for Proposals for News Services, seeking a cost-effective alternative to its self-produced and published newsletter that would increase frequency to allow for more timely dissemination of City news and information; and

WHEREAS, the City received three good proposals, and after extensive staff evaluation and City Council study, the proposal by Pierce County Community Newspaper Group, LLC ("PCCNG") was selected as the preferred proposal; and

WHEREAS, Staff and PCCNG have negotiated a contract which provides for production, publication and distribution of City news and information within the new University Place Press newspaper to be published and distributed every two weeks within the City;

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

Section 1. Contract Approval. The City Council of the City of University Place hereby approves the attached contract with Pierce County Community Newspaper Group, LLC substantially in the form attached hereto for production, publication and distribution of City news and information within the new University Place Press newspaper to be published and distributed every two weeks within the City.

Section 2. Effective Date. This resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL ON OCTOBER 5, 2015.



Denise McCluskey, Mayor

ATTEST:



Emelita Genetia, City Clerk

APPROVED AS TO FORM:



Steve Victor, City Attorney

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is dated effective this ____ day of October, 2015. The parties ("Parties") to this Agreement are the City of University Place, a Washington municipal corporation ("City"), and Pierce County Community Newspaper Group, LLC, a Washington limited liability company ("Contractor").

- A. The City issued a competitive Request for Proposals for News Services, seeking a cost-effective alternative to its self-produced and published newsletter. The Contractor responded to the RFP and submitted the preferred proposal.
- B. The Contractor is an experienced publisher of community newspapers within Pierce County and will develop publish, and distribute the University Place Press within the City.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. SERVICES.

1.1 Scope of Work. The Contractor agrees to furnish all personnel, materials, and services and to otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment A attached hereto and incorporated by this reference ("Services").

1.2 Compliance with Laws. All duties of the Contractor or designees shall be performed in accordance with all applicable federal and state laws and city ordinances as now existing or hereafter adopted or amended.

1.3 Control of Work. The Contractor shall control and direct the performance of the work. The City reserves the right to review the work to assure that it has been completed as specified prior to payment.

2. TERM.

The term of this Agreement shall commence on the effective date written in above and end on December 31, 2016. Thereafter, this Agreement shall automatically renew for an additional one-year term on January 1 of each calendar year unless either party provides sixty (60) days' written notice of termination to the other party.

3. TERMINATION.

During any one-year term, this Agreement may be terminated, with or without cause, by either party, by giving sixty (60) days' written notice to the other party.

4. COMPENSATION.

4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the total amount of \$48,000.00, for the Services in each 12-month term of this Contract. Contractor's expenses in performing this Contract are Contractor's responsibility.

4.2 Method of Payment. Payment by the City for the Services will be made monthly in accordance with the City's invoice and payment schedule and policies after:

- a. The work has been performed and an itemized invoice has been submitted which describes the work performed; and
- b. The invoice has been timely submitted to and approved by the City representative who is managing the Contract.

4.4 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of performance and payment under this Agreement.

5. REPRESENTATIONS.

5.1 The Contractor warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

5.2 The Contractor has a Business License from the City of University Place.

6. INDEPENDENT CONTRACTOR.

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor. The Contractor or his or her employees or agents performing under this Agreement are not employees or agents of the City. The Contractor will not hold himself or herself out as nor claim to be an officer or employee of the City. The Contractor will not make any claim of right, privilege, or benefit which would accrue to an employee under law. The City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other

benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the Contractor shall not be deemed to convert this Agreement to an employment contract.

It is recognized that the Contractor may or will be performing professional services during the term for other parties and that the City is not the exclusive user of the Contractor's services; provided, however, that the performance of other professional services shall not conflict with or interfere with the Contractor's ability to perform the Services.

7. INDEMNIFICATION.

The Contractor agrees to indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all 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 intentional or negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Agreement.

8. CONFIDENTIALITY.

The Contractor agrees that all materials containing confidential City information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained from the City.

9. INTELLECTUAL PROPERTY AND WORK PRODUCT.

9.1 Intellectual Property. The City is solely responsible for ensuring that any content or material provided directly by the City to the Contractor pursuant to this contract is owned, properly licensed by, or authorized for use by, the City. The Contractor is solely responsible for ensuring that any content or material appearing in the University Place Headlines not directly provided by the City is owned, properly licensed by, or authorized for use by, the Contractor.

9.2 Work Product. All City intellectual property, including work product, records, files, documents, plans, in whatever form, and regardless of whether modified by the Contractor while performing the Services, shall remain property of the City. Upon written notice by the City during the Term of this Agreement, or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such City intellectual property

remaining in the possession of the Contractor to the City. Works jointly created pursuant to the Services shall be jointly owned by the City and Contractor with each licensed to freely use all such works.

10. RECORDS.

The Contractor agrees to maintain records of the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City 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.

11. 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 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.

12. GENERAL PROVISIONS.

12.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

12.2 Modification. No provisions of this Agreement may be amended or modified except by written agreement signed by the Parties.

12.3 Full Force and Effect. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

12.4 Assignment. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

12.5 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

12.6 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

12.7 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

12.8 Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Pierce County, Washington.

12.9 Authority. Each individual executing this Agreement on behalf of the City and the Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

12.10 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

Executed on the dates written below.

CONTRACTOR:
PIERCE COUNTY COMMUNITY NEWSPAPER
GROUP, LLC

By: _____
Printed Name: _____
Title: _____
Address: _____

Date: _____

CITY OF UNIVERSITY PLACE

Printed Name: Stephen P. Sugg
Title: City Manager
Address: 3715 Bridgeport Way W.
University Place, WA 98466-4456

Date: _____

Approved as to form:

Steve Victor, City Attorney

ATTACHMENT A
SERVICES

1. DEFINITIONS

Advertising - shall mean printed words and/or graphics designed to call the public's attention to commercial products or services, as the term is generally used in the newspaper industry.

Article - shall mean written words comprising a news or information narrative of any length, as the term is generally used in the newspaper industry, which may include photographs.

City - shall mean the government of the City of University Place and its elected and appointed officials, and its official actions, functions, services and events.

City Agenda - shall mean the official meeting agenda of the City Council of the City of University Place Washington as produced by the City Clerk.

City Announcements - shall mean printed words and/or graphics designed to call the public's attention to a City action, function, service or event.

City Calendars - shall mean any calendar of City activities, meetings, services or events.

City News and Information - shall mean City Calendars, City Agendas, and City Announcements, which may include related photos.

City Articles - shall mean articles about City activities, meetings, services or events, which may include photographs.

City Pages - shall mean the two full pages of the University Place Press consisting of City News, Announcements, Information, Calendars and Agendas as further defined herein.

City Partners and Friends Groups - shall mean those entities and groups of individuals currently designated by City Council resolution as City "Friends" or City "Partners."

City Representative - shall mean the City Manager or designee.

City Website - shall mean the website of the City of University Place.

Color - shall mean text and photographs printed with more than black or grayscale inks.

Masthead - shall mean the title of the newspaper that is the subject of this Agreement as it appears at the head of the front page.

Newspaper Website - shall mean a website containing content drawn from the newspaper that is the subject of this Agreement.

Publication Schedule - shall mean the schedule attached hereto which delineates the deadlines for creation and review on content within the University Place Press and the dates of publication and distribution.

University Place News and Information - shall mean articles, announcements, information and calendars, about and/or provided by University Place residents, local businesses, community service organizations, including faith-based organizations, local sports teams, the University Place School District, and the West Pierce Fire District. This definition

does not include City News, Announcements, Calendars or Information as separately defined herein.

2. NAME AND MASTHEAD

For the term of this Agreement, Pierce County Community Newspaper Group, LLC ("PCCNG") will utilize "University Place Press" as the name of the newspaper that is the subject of this Agreement, and the masthead, including color palette, attached as Attachment B to this Agreement. Changes may be approved in writing by the City Representative and PCCNG.

3. CITY PAGES

The City will be entitled to utilize two full pages in each issue of the University Place Press for City News and Information.

4. PUBLICATION SCHEDULE

The bi-monthly publication schedule for the University Place Press which delineates the deadlines for creation and review on content within the University Place Press, as well as the dates of publication and distribution, is attached as Attachment C.

5. DISTRIBUTION

The University Place Press will be distributed in various public locations in University Place, and will be mailed to every business and residential address within the City.

6. FRONT PAGE CONTENT

For the term of this Agreement, the front page of the University Place Press will consist entirely of City News, Announcements and Information, and/or University Place News, Announcements and Information, each as defined herein. Duck Daze, Sun Fest, and Winter Fest, including the Christmas Tree Lighting, will receive special color front page coverage prior to the events as well as post-event coverage within the newspaper.

7. LAYOUT

Layout of the City Pages within University Place Press will be subject to approval of the City, which will be given timely in order to meet publication deadlines. Layout of all other pages are within the sole discretion of PCCNG.

8. CITY FACTUAL ACCURACY REVIEW

Within the time established in the Publication Schedule, the City will review and correct as necessary the factual accuracy of any City News Articles, or City Announcements, Information, Agendas or Calendars, all as defined herein, whether produced by City staff or by PCCNG, and regardless of whether they appear in the City Pages or elsewhere in the University Place Press.

9. CITY NEWS AND INFORMATION

For the term of this Agreement, the two City Pages within the University Place Press shall contain City News and Information, including City Articles. The City Articles will be produced by City staff, and also by PCCNG staff for the City, based on ideas provided or approved by City staff, and subject to final City editorial control.

10. UNIVERSITY PLACE NEWS AND INFORMATION

A. School District, Library, and Fire District

The University Place School District, University Place Branch Library and West Pierce Fire District will report their news, programs, and activities and events, including school athletics news, directly to PCCNG. The City will provide PCCNG with contact information. PCCNG will work directly with these other governmental entities.

B. City Friends and Partners

Entities and groups of individuals currently designated by City Council resolution as City "Friends" or City "Partners" will report their news, programs, and activities and events directly to PCCNG. The City will provide PCCNG with a list of current Council - designated City Partners and Friends, including contact information, and will update as necessary to reflect any changes made by Council. PCCNG will work directly with City Partners and Friends in reporting their activities and events.

11. ADVERTISING

PCCNG shall have sole and absolute control of all aspects of advertising within the University Place Press.

12. SOCIAL MEDIA

The City has established an in-house City government social media program (Facebook, Twitter, Pinterest, etc.) and may expand it in the future as resources allow. The City desires to maintain

exclusive control over City government social media content and interactions. Social media vectors will link to the City of U.P. sites. PCCNG will not establish any social media venues on behalf of the City or in relation to U.P. City government activities.

UNOFFICIAL DOCUMENT

Contractor: Pierce County Community Newspaper Group, LLC
Service: City News Services

Professional Services Agreement

ATTACHMENT B
MASTHEAD

UNOFFICIAL DOCUMENT

Contractor: Pierce County Community Newspaper Group, LLC
Service: City News Services

Professional Services Agreement



FREE

Friday,
May 29, 2015

VISIT US ONLINE AT
universityplacepress.com

University Place Press

SERVING UNIVERSITY PLACE AND SURROUNDING COMMUNITIES

APRIL SHOWERS BRING MAY FLOWERS TO UNIVERSITY PLACE



The University Place Garden Tour will feature a wealth of color and beauty in gardens located throughout the city, along with helpful gardening tips from special guest Marianne Binetti (below).

The University Place Historical Society announces its 2014 University Place Garden Tour to be held on Saturday, May 17 and Sunday, May 18. Tickets are \$15 with proceeds to benefit the preservation of the history of University Place.

The gardens this year are diverse in design and will be an inspiration to all those who visit them. Spring gardens in University Place with Rhododendrons and other spring flowers in bloom will be a colorful treat!

An additional feature to this year's tour is The News Tribune's garden columnist

and host of the TV show "Dig In" Marianne Binetti. Marianne will speak at 10 a.m. on Saturday, May 17. Watch for more details posted in and around University Place.

The University Place Historical Society is a non-profit 501(c)3 organization and all ticket purchases are tax-deductible. Tickets will be available for purchase mid-April.

To be a volunteer during the garden tour, please contact Barbara Lee at (253) 564-4061. Volunteer positions include check-in, garden docents and hostesses at the Marianne Binetti lecture. All volunteers receive free passes to the gardens.



PHOTO COURTESY OF THE UNIVERSITY PLACE HISTORICAL SOCIETY

Dance Theatre Northwest to give free spring concert

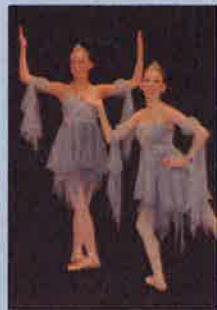


PHOTO BY MARIE ZAHAROV
Dance Theatre Northwest is renowned for its excellence, and the public will see this reputation in action during the academy's free spring concert.

University Place's Dance Theatre Northwest will provide a free "Arts Are Education" Spring Concert with classical and contemporary ballet and jazz at the University Place Civic Center Atrium on Saturday, May 3 at 5:30 p.m. Artistic Director Melinda Kirk-Staufer will provide an ongoing lecture offering insight into several of the specially selected pieces from DTNW's innovative repertoire. Featured performers include Chay Mam, Alison Zakharov, Lauren Trodahl, Amelia Arial and Oceana Thunder.

The University Place Atrium is located at 3609 Market Pl. W., University Place, WA 98444. The performance is free and open to the public. For more information visit www.DTNW.org or call (253) 778-6534. Dance Theatre Northwest is a 501(c)-3 Regional Performing Company & School based in University Place, WA at 2811 Bridgeport Way W. Ste 24.

COUNCIL PUTS PUBLIC SAFETY MEASURE ON NOVEMBER BALLOT

By Matt Nagle
mnagle@universityplacepress.com

University Place is a community that boasts one of the top school districts in the state, beautiful parks and trails, and a growing business district. People choose to live here because of the City's reputation as a safe and livable community. The University Place Police Department, with its motto of "No call too small," takes pride in its role in developing and sustaining that reputation. The Police Department expenses are largely funded by property tax revenue. In fact, the City dedicates all of the City's property tax revenue to Public Safety. However, the City only receives a small portion of the total property taxes paid by its residents – approximately \$354 a year for the average household. Ninety-two percent of property taxes paid by residents are paid to other jurisdictions, such as the School District, the Fire District, the County and the State. Based on current financial pro-

jections, the Police Department's funding will be insufficient to sustain the Department's existing staffing level. Without additional revenue, the Department will have to cut police officers beginning in 2016. With this financial projection in mind, the City Council asked the Public Safety Commission to evaluate the Police Department's staffing requirements and develop a long-range staffing and financing plan. Over the course of nearly a year, the Commission reviewed information on the Police Department's current operations and examined different staffing and financing models from a variety of public safety agencies. The Commission completed its study and submitted a Long Range Public Safety Study to the City Council in December of 2013.

The Public Safety Commission found that there is an urgent need to develop not only a strategy on how to maintain existing staffing levels, but more importantly to develop a more sustainable funding source to maintain and enhance police service levels. The Commission recommended that the City submit to voters a ballot measure to add a 3.5% tax on utility companies who provide services in University Place. The Public Safety Commission estimates that this additional tax would cost a household with \$400 a month in utility expenses an additional \$14 per month. If approved by voters, the new revenue (like property taxes) would be restricted for the sole purpose of maintaining and enhancing public safety. The revenue could not be used for other City expenses. The additional revenue would allow the Police Department to maintain its existing staffing and rehire three officers and a patrol sergeant. The Commission felt that this was the minimal amount necessary to protect a city of 32,000 residents. The City Council voted to put the utility tax measure on the November 2014 ballot.



PHOTO COURTESY OF CITY OF UNIVERSITY PLACE

ATTACHMENT C
UNIVERSITY PLACE PRESS PRODUCTION SCHEDULE

The deadline for submission of materials for each publication date
is Monday, 5:00 p.m. prior to publication date.

Publication Dates are as Follows:

2015

November	6th and 20th
December	4th and 24th
January	8th and 22nd
February	5th and 19th
March	4th and 18th
April	1st and 15th
May	6th and 20th
June	3rd and 17th
July	1st and 15th
August	5th and 19th
September	2nd and 16th
October	7th and 21st
November	4th and 18th
December	2nd and 16th