RESOLUTION NO. 004-15

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, WAIVING THE COMPETITIVE BIDDING REQUIREMENTS FOR A SOLE SOURCE PURCHASE AS ALLOWED BY RCW 39.04.280 FOR A CONTRACT WITH SOCIALMENTUM, LLC FOR MINDMIXER, A WEB APPLICATION CONFIGURED TO GENERATE PUBLIC PARTICIPATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH MINDMIXER FOR USE OF SUCH SERVICE FOR 5 YEARS AT $2,500 ANNUALLY.

WHEREAS, the City of Port Orchard plans under the Growth Management Act, which requires a high level of public participation (RCW 36.70A.035 and RCW 36.70A.140); and

WHEREAS, MindMixer is a unique web-based service that facilitates public interaction and communication between City leaders and the public; and

WHEREAS, at this point in time, MindMixer is the only service of its kind that specializes in assisting municipal clients and which: (1) is geared specifically towards City planning activities; (2) advertises that it has provided services to more than 700 municipal clients and has reached 1.6 million participants; and

WHEREAS, two other similar services exist but are not set up with city planning activities in mind (Thought Exchange is geared towards school districts and Ideascale targets corporate clients); and

WHEREAS, MindMixer is used by other municipalities in Washington such as Tacoma, Snohomish, King County, Burien and Seattle with success; and

WHEREAS, The City will benefit from the MindMixer platform by leveraging the resources shared by MindMixer’s other municipal clients and planning departments; and

WHEREAS, MindMixer can distribute content across all devices and mediums and has a proven track record in increasing public participation in city government and the city planning process;

WHEREAS, MindMixer platform supports public records retention requirements; and
WHEREAS, the City may waive competitive bidding requirements and enter into a contract with MindMixer under RCW 39.04.280(1)(a) because this is a purchase that is clearly and legitimately limited to a single source of supply; and

WHEREAS, in order to waive such competitive bidding requirements, the City is required to recite the factual basis for the exception, all as set forth above; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: The City Council hereby authorizes the Mayor to sign the contract with Socialmentum, LLC attached hereto and incorporate herein as Exhibit A, in the amount of $2500 Annually for a period of 5 years, to provide the MindMixer Platform-Web Application, Service and Support.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 10th day of March, 2015.

[Signature]
Mayor Timothy C. Matthes

ATTEST:

[Signature]
City Clerk, Brandy Rinearson, CMC
City of Port Orchard, WA Agreement

March 4, 2015

CONTACT INFORMATION
Primary Contact: Nick Bond
Address: 216 Prospect Street
          Port Orchard, WA 98366
Phone: (360) 876-7049
Email: nbond@ci.port-orchard.wa.us
Billing Email: nbond@ci.port-orchard.wa.us

This agreement is entered into by and between Socialmentum, LLC ("Mindmixer") and the organization identified above ("Client") and is effective on the date of last signature ("effective date"). This agreement identifies and defines the terms and conditions by which Mindmixer will provide the platform and services described below.

1. PLATFORM -WEB APPLICATION

   a. A web application that includes online engagement functionality. This functionality includes, but is not limited to, the ability to ask questions, enable user-generated content, access a content management system and access a reporting dashboard.

   b. Client is responsible for creating and managing site content and interactions with users. MindMixer may reject content assets at sole discretion if content contains obscene material, offensive language, or defamatory remarks about an individual or entity. MindMixer may directly contact users in the event of site security and site updates.

   c. Client is solely responsible for the time and cost associated with content creation and management (i.e., videos, photos, map production, etc.).

   d. Client acknowledges this agreement can provide opportunity for additional departments, entities, agencies or other meaningful groups within the organization to utilize the web application as part of the term, condition and pricing of this agreement.

   e. MindMixer will define naming convention for URL, host Site for operation through the term and work with Client to identify Project Name.

2. SERVICE & SUPPORT

   a. Training and support is provided via the web application, email and phone. Training and support resources include, but are not limited to:

      i. Online engagement best practices;

      ii. Community case studies; and

      iii. Twenty-four hour online help desk resources.
3. FEES & TERMS (Select Yearly Option)

<table>
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<tr>
<th>Length of Term</th>
<th>5 YEAR ☑</th>
<th>4 YEAR ☐</th>
<th>3 YEAR ☐</th>
<th>2 YEAR ☐</th>
<th>1 YEAR ☐</th>
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<td>Total Fee</td>
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<td>$4,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>(50% discount)</td>
<td>$12,500</td>
<td>$8,000</td>
<td>$4,500</td>
<td>$2,000</td>
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</tbody>
</table>

a. Term:

i. Begins on contract effective date.

ii. Ends at the expiration of the selected term length.

b. Billing:

i. Begins on contract effective date.

ii. Annual invoices will be aligned with the Client's calendar fiscal year, including prorated annual invoices in the first and last year.

iii. Fees due to MindMixer will be payable within 30 days of receipt of the applicable invoice.

iv. Payments of Fees to be made in US Dollars via check to MindMixer at 1735 Baltimore Ave., Kansas City, MO 64108. Credit card and ACH payments are accepted upon request.

v. Client can discontinue agreement with 30 day written notice to MindMixer prior to start of Year 2. All subsequent annual fees are cancelled along with the remaining term of the agreement.

This offer (pricing, terms, details) is valid until 3-11-2015. If not signed prior to this date, then this offer expires and a new agreement will be required.

ACCEPTED AND AGREED TO BY:

City of Port Orchard, "CLIENT"

By: [Signature]

Its: [Signature]

Date: 3-11-2015

SOCIALMENTUM, LLC., "MINDMIXER"

By: [Signature]

Date: 3-11-2015

ATTEST:

Brandy Rinearson, CMC, City Clerk

[Seal]