

City of Valdez

212 Chenega Ave. Valdez, AK 99686

Meeting Agenda

City Council

Thursday, May 10, 2018 7:00 PM Council Chambers

Work Session (Kimley Horn)

WORK SESSION AGENDA - 7:00 pm

Transcribed minutes are not taken for Work Sessions. Audio is available upon request.

1. Work Session: Kimley- Horn Contract

<u>Attachments:</u> <u>Kimley Horn Contract.pdf</u>

<u>Letter Kimley-Horn Suspension 2018-05-04.pdf</u>
<u>Vision Committee Assembly 9-27-2017 final.pdf</u>

2. Work Session: Kimley-Horn Professional Services Agreement

<u>Attachments:</u> 051018 Work Session Kimley Horn Professional Services Agreement



City of Valdez

Legislation Text

File #: 18-0203, Version: 1

ITEM TITLE:

Work Session: Kimley- Horn Contract

SUBMITTED BY: Sheri Pierce, City Clerk

FISCAL NOTES:

Expenditure Required: Click here to enter text. Unencumbered Balance: Click here to enter text.

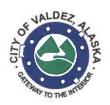
Funding Source: Click here to enter text.

RECOMMENDATION:

Click here to enter text.

SUMMARY STATEMENT:

Attached is the contract, letter of suspension and correspondence from Kimley-Horn regarding the proposed Vision Committee.



City of Valdez Agreement for Professional Services

THIS AGREEMENT made and entered into between the CITY OF VALDEZ, ALASKA, ("City") and KIMLEY-HORN AND ASSOCIATES, INC. ("Consultant")effective on the 5th day of July, 2017.

All work under this agreement shall be referred to by the following:

Contract No.: 1318
Cost Code: 350-5520-55000/Activity Code 101

Consultant's project manager under this agreement is Dave Barquist. Consultant's project manager may not be changed without the written consent of the City.

City's project manager is Martha Barberio.

ARTICLE 1. Scope of Work

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

ARTICLE 2. Compensation

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

ARTICLE 3. Period of Performance

- 3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).
- 3.2 The period of performance under this agreement shall proceed in accordance with the schedule set forth in Appendix A.

Agreement for Professional Services

Contract No. 1318

Cost Code: 350-5520-55000/Activity Code 101

ARTICLE 4. Subconsultants

4.1 The Consultant shall be responsible for the performance of all services required under this agreement.

ARTICLE 5. Insurance

5.1 In accordance with the provision contained in the General Conditions (Appendix C), the following minimum limits of insurance coverage are required:

Limits of Liability Each Occurrence	Aggregate
Statutory	Statutory
\$100,000	\$300,000
\$100,000	\$300,000
\$100,000	\$300,000
\$500,000	\$500,000
	Each Occurrence Statutory \$100,000 \$100,000 \$100,000

ARTICLE 6. Appendices

6.1 The following appendices are attached to this agreement and incorporated herein:

<u>Appendix</u>	<u>Title</u>
A	Scope of Work
В	Basis of Compensation
C	General Conditions

Agreement for Professional Services Contract No. 1318

Cost Code: 350-5520-55000/Activity Code 101

IN WITNESS WHEREOF, the parties to this presence have executed this CONTRACT in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

KIMLEY-HORN AND ASSOCIATES, INC.	
BY: Serine Crandella	CITY OF VALDEZ, ALASKA APPROVED:
DATE:	Butteknit
TITLE: Sr. V. Pres.	Ruth E. Knight, Mayor
FEDERAL ID #: 56-0885615	Date: 7-18-17
765 THE OLY DAVE #200 Mailing Address CHARLE, CA 92868 City, State, Zip Code	Sheri L. Pierce, MMC, City Clerk Date: 1/18/17 Elke Doom, City Manager
Signature of Company Secretary or Attest Date: 07/11/17	Date: 7/18/17. APPROVED AS TO FORM: Brena, Bell & Clarkson, P.C. Anthony S. Guernero Date: 7/18/17

Agreement for Professional Services Contract No. 1318

Cost Code: 350-5520-55000/Activity Code 101

Appendix A Scope of Work

BASIC SERVICES

The scope of work is more specifically described in the attached proposal dated June 22, 2017.

Appendix B Basis of compensation

On completion of work and submission of invoices, the City shall pay to consultant the compensation as follows:

Payment shall be made based on the proposed fee schedule and shall not exceed \$950,000 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions A (Appendix C).

Cost Code: 350-5520-55000/Activity Code 101

Appendix C General Conditions

I. Definitions:

Basic Services: The identified work elements set forth in this Agreement for which the Consultant will receive prime compensation.

<u>Change:</u> An addition to, or reduction of, or other revision in the scope, complexity, character, or duration of the services or other provisions of this Agreement.

<u>City's Project Manager:</u> City's representative in charge of the project(s) and the consultant's primary point of contact for notice(s) to proceed, invoices, correspondence and interface with the City.

<u>Consultant's Project Manager:</u> The Consultant's representative in charge of the project(s) who is directly responsible and engaged in performing the required services.

<u>Extra Services</u>: Any services or actions required of the Consultant above and beyond provisions of this Agreement.

Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

Optional Services: Identifiable and/or indeterminate work elements set forth in this Agreement, which are separate and distinct from those covered by the prime compensation, which the City has the option to authorize.

<u>Prime Compensation:</u> The dollar amount paid to the Consultant for basic services set forth in this Agreement. Prime compensation does not include payment for any optional or extra services.

Scope of Work: Basic and optional services required of the Consultant by provisions of this Agreement.

<u>Subconsultant:</u> Any person, firm, corporation, joint venture, partnership or other entity engaged through or by Consultant.

II. <u>Information and Services from Others:</u>

Provisions of information, data, budget, standards, and other materials by the City does not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

Agreement for Professional Services Contract No. 1318

Cost Code: 350-5520-55000/Activity Code 101

The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

III. Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City from and against any claim of, or damages, losses, expenses and liability (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court, mediation and/or arbitration costs) for negligent acts, errors, and omissions of the Consultant, Subconsultant, persons or organizations directly or indirectly employ or engaged by Consultant or Subconsultant under this Agreement. The Consultant is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for the independent negligent acts, errors, and omissions of the City. If there is a claim of, or liability for a joint negligent act, error, or omission of the Consultant and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work.

IV. Insurance:

The Consultant shall purchase and maintain professional liability insurance coverage with limits not less than those specified herein for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

Agreement for Professional Services Contract No. 1318

Cost Code: 350-5520-55000/Activity Code 101

V. <u>Payments:</u>

The City shall pay to the Consultant the amount of any changes in the cost of insurance which are attributable to the Scope of work created by change orders.

Payments shall be made in accordance with Appendix B. Consultant shall submit progress invoices to City in duplicate showing the itemized services performed during the invoice period and the charges therefore.

All progress invoices shall be prepared as a percentage of the work is completed except contracts performed on "time and expenses" basis which invoiced amounts shall not exceed the actual charges to the invoice date.

Under no circumstances will City pay for charges in excess of any lump sum or not-to-exceed contract amount incurred prior to written authorization by City for an increase in the contract amount. Written request for an increase in the contract amount shall be given to City with sufficient notice to allow City to issue formal approval prior to the incurring of excess charges without delay to the work.

On "time and expenses" contract amounts, compensation for work included in the Scope of Work shall be for direct labor costs and the actual cost of reimbursable expenses. Direct labor costs shall be as shown on the current Standard Labor Rates for the Consultant, a copy of which is attached as Appendix D, times a factor of _______, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to Consultant by Subconsultant employed by consultant for such Subconsultants' services and reimbursable expenses times a factor of 1.05.

The sum of payments shall not exceed the allowable compensation stated in this Agreement. In the event items on an invoice are disputed, payment on those items will be withheld until the dispute is resolved.

The Consultant shall submit a final invoice and required documentation for services authorized by each Notice to Proceed within Ninety (90) days after final acceptance by the City. The City will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

VI. Changes:

Changes in the Scope of Work or of services may only be made by written amendment signed by both City and Consultant.

Cost Code: 350-5520-55000/Activity Code 101

If at any time the City through its authorized representatives, either orally or in writing, requests or issues instructions for extra services or otherwise directs actions which conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the City in writing, and to the extent possible, describe the scope and estimated cost of any extra services. Unless so notified by the Consultant, the City may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the Consultant without such notice.

VII. Audits and Records:

The Consultant shall maintain records of all performances, communications, documents, and correspondence pertinent to this Agreement, and the City of its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the Consultant, at all reasonable times, for inspection, audit or reproduction by City or any funding agency, for a minimum of three years from the date (a) of final payment under this Agreement (b) final payment upon claims or disputes, and for such longer period, if any, as may be required by applicable statute or other provisions of this Agreement.

VIII. <u>Inspections:</u>

The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Consultant in the performance of this Agreement.

IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) day's written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). It the City terminates this Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the consultant. Should the Consultant's services remain in nonconformance to this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

The City at any time may terminate (convenience termination) or suspend this Agreement for its own needs or convenience. In the event of a convenience termination or suspension for more than three months, the Consultant will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination plus reasonable termination expenses. NO fee or other compensation for the uncompleted portion of the services will be paid, except for already incurred indirect costs which

Agreement for Professional Services Contract No. 1318

Cost Code: 350-5520-55000/Activity Code 101

the Consultant can establish and which would have been compensated for over the life of this Agreement, but because of the convenience of the termination would have to be absorbed by the Consultant without further compensation.

If state or federal funds support this Agreement, settlement in the event of default or convenience termination must be approved by the City and any appropriate state of federal agency.

X. Officials Not to Benefit:

No member of or delegate to Congress, United States Commissioner or other officials of federal, state or local government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom. The Consultant warrants that it has not employed or retained any organization or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any consideration contingent upon or resulting from this Agreement.

XI. Independent Consultant:

Except in those instances specifically provided for herein, the Consultant and any of its agents and employees shall act in an independent capacity and not as agents of the City in the performance of the Agreement.

XII. Ownership of Work Products:

Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

The City must concur in the selection of all Subconsultants for professional services to be engaged in performance of this Agreement.

As soon as practicable after the award of the contract, the Consultant shall furnish to the City in writing the names of the proposed Subconsultants for each of the principal portions of the work. The City shall promptly notify the Consultant if it has reasonable objection to any of the propose Subconsultants. Failure of the City to give prompt notification shall constitute notice of no reasonable objection. The Consultant shall not contract with any Subconsultant to whom the City has made reasonable objection.

Agreement for Professional Services Contract No. 1318

Cost Code: 350-5520-55000/Activity Code 101

If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by amendment.

The Consultant shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the City.

The Consultant binds itself, its partners, its Subconsultants, assigns and legal representatives to this Agreement and to the successors, assigns and legal representatives of the City with respect to all covenants of this Agreement.

The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement which subcontract amount exceed \$50,000.

XIV. Claims and Disputes:

If the Consultant becomes aware, or reasonably should have become aware of any act or occurrence which may form the basis of a claim, the consultant shall immediately inform the City's Project Manager. If the matter cannot be resolved within seven (7) days, the Consultant shall with the next fourteen (14) days, submit written notice of the facts which may form the basis of the claim.

In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager with the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are

provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

In presenting any claim, the Consultant shall specifically include, to the extent then possible, the following:

- The provisions of this Agreement which apply to the claim and under which it is made.

Cost Code: 350-5520-55000/Activity Code 101

- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.

- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information which the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless fraudulent as to the claim unless, with thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.
- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

XV. Extent of Agreement:

This Agreement, including appendices, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Consultant which does not otherwise exist without regard to this Agreement.

This Agreement may be changed only by written amendment executed by both the City and the Consultant.

Agreement for Professional Services Contract No. 1318

Cost Code: 350-5520-55000/Activity Code 101

All communications that affect this Agreement must be made or confirmed in writing.

The Consultant receiving final payment will execute a release, if required, relinquishing in full all claims against the City arising out of or by reason of the services and work products furnished under this Agreement.

The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require their payment by any Subconsultant or any other persons in the performance of this Agreement.

XVI. Governing Laws:

This Agreement is governed by the laws of the State of Alaska and such federal and local laws and ordinances as are applicable to work performed. Any litigation arising out of the terms of this Agreement shall be brought in the Third Judicial District, Superior or District Court at Valdez.

XVII. Minimum Wages:

Minimum wages as determined by the Department of Labor shall be paid to all persons performing work on this Contract.



June 22, 2017

Elke Doom, City Manager City of Valdez 212 Chenega Avenue Valdez, AK, 99686

RE: REVISED SCOPE OF WORK

Kimley-Horn and Associates, Inc. is please to present this revised Scope of Work for Community Engagement, development of a citywide Comprehensive Plan and a Marketing and Branding Program. Our revised Scope of Work reflects our collaborative efforts to establish a methodology for the City to achieve its objectives in an efficient and cost-effective manner.

Attached you will find a detailed summary of the task, budgets and deliverables for each component of the work effort.

We look forward to collaborating with the Valdez community on this important endeavor. We are prepared to immediately commence the work effort upon the City's authorization.

Should you have any questions, please contact Keith Pelan keith.pelan@kimley-horn.com at 714-705-1369 or Dave Barquist dave.barquist@kimley-horn.com at 714-705-1317.

Regards,

Keith Pelan, RLA Principal-in-Charge David Barquist, AICP Project Manager Joe Kaltsas, PE Managing Principal



June 21, 2017

Exhibit A - Scope of Services

The Kimley-Horn led team will complete the following Scope of Services. The scope requirements for Task 2 and 3, as currently anticipated are shown below understanding that it may be appropriate to make adjustments as the requirements come more into focus during Task 1.

Task 1: Valdez Community Engagement Scope of Work

Scope Overview – This scope of services provides for the community engagement portion of a larger process designed to provide the City of Valdez with a policy framework that will serve as the foundation to guide the Valdez community in reaching its goals. Work tasks that may occur after this initial effort include; 1) an update to the Comprehensive Plan (covered by Task 2), 2) an update to the Zoning Code (not part of this Agreement), 3) a Branding/Marketing program (covered by Task 3), and 4) the preparation of City Design Guidelines (not part of this Agreement).

We anticipate the Community Engagement process will include a series of "on the ground" visits to Valdez where the Kimley-Horn team will have a presence not only to organize and facilitate interviews and workshops, but also to make ourselves available to the public at large should individuals wish to meet and provide input. It is anticipated that during these visits, the team will work in a central location provided by the Client and be productive in the preparation of the various forms of analysis and documentation outlined herein. Following each of the proposed community visits is a period of "office time" for the Kimley-Horn team to continue the preparation of documentation and prepare for additional site visits.

Task 1.1: Advance Planning and Strategy Preparation

The Kimley-Horn team (we) will collectively meet and prepare for the community engagement process prior to the first site visit to Valdez. This will consist of the establishment of roles and responsibilities, as well as reporting protocols and overall project timeline, objectives and issues. We will prepare a written outline and approach to the engagement process, with schedules and expectations for the input and feedback loop anticipated throughout the duration of the project.

During this planning stage, we will also gather readily available mapping and review existing City documents and recently completed studies. We will prepare preliminary base maps and other graphics that will be utilized throughout the planning process. Readily available mapping would include current Aerial photography, GIS and CAD compatible maps such as parcel maps, utility maps, and other maps that the City already has in their data base.

We will schedule and participate in semi-monthly- conference calls with appropriate City staff to review progress, discuss the engagement approach, and identify additional needs and concerns.

We will prepare a community engagement strategy plan for the project, the intent of which is to ensure that we receive input from a broad spectrum of participants and otherwise promote the project. The plan will outline anticipated times when team representatives will be on the ground in

Page 3

Kimley»Horn

Valdez, and identify key stakeholders, local interests, community events and meetings, and other work tasks that will take place during each visit. It will detail specific engagement tactics to be employed in maximizing participation opportunities, and will incorporate strategies for a web presence and social media. This schedule will be loosely based on known community events and meetings at which the team may have a presence, as well as anticipated times when larger community workshops, steering committee meetings, and presentations to the Planning and Zoning Commission and the City Council should be held. It would typically consist of:

- Overview and Clarification of Scope of Work and Deliverables
- Website
- Press releases
- Outreach Schedule and Meeting Summaries
- Questionnaire/Survey
- Kev Stakeholder Identification
- Advisory Committee and Working Group Formation

Task 1.1 Deliverables

- Team Conference Call(s)
- Draft Press Release
- Outreach Schedule and Meeting Summary
- Draft Website Format and Content (to be hosted on the City's website)
- Team Contact List and Responsibilities/Assignments
- Advisory Committee and Working Group outline of responsibilities

Task 1.2: Community Kick-off Week (Site Visit 1)

During a full week period (4-5 days on site), the project team will conduct a series of community meetings to kick-off the project. These meetings are intended to provide significant input into the planning process with up to 4-5 Kimley-Horn team members in attendance. During this visit, we will engage in the following work efforts:

- Community Walk (walking workshop) Guided/Self-guided tour of the community, allowing participants to engage in dialogue about the community. A map of the walking tour, with notes, stop locations and other details will assist participants in providing input.
- Table/Booth at Community Events A table/booth will be developed for a variety of public/community events, such as Gold Rush days. The booth will provide an opportunity for the community to understand the planning process, learn about future participation opportunities and engage in dialogue about the future of Valdez.
- Youth Visioning Workshop The team will collaborate with the Valdez City School District
 to involve students from Gilson Middle School, Hutchens Elementary School and Valdez High
 School to provide an opportunity to engage w/ young residents. This interactive workshop
 will allow you to express their desire for today and the future.
- Staff Visioning Workshop Working with the project team, a Vision Workshop for staff will be conducted. Ideally, this workshop will include Executive to rank and file staff. The workshop will explore challenges, opportunities and visions for the future.



- Business Leaders Forum The business community will engage in a forum to discuss needs, opportunities and challenges. Interactive exercises to explore issues will be conducted.
- Community Visioning Charrette We will host a community-wide open forum which will
 allow members of the community to explore opportunities, challenges and their visions for the
 future. The meeting will overview the planning process, detail outcomes and provide
 interactive exercises.
- Advisory Committee Formation During our time on-site, we will engage in further
 discussion of and recruitment of the proposed advisory committee. This committee should
 consist of no more than 15 persons, appointed by the City Council, and representing a broad
 range of community interests. We anticipate that the advisory committee will be formalized
 after this initial site visit in preparation of meeting with the consulting team during site visit 2.
- Stakeholder Interviews Up to 10 meetings with various stakeholders (individually or in groups) will be conducted. These are ½-1 hour meetings with various representatives in the community, such as Alyeska, School District, Museum, Port, and others.
- Intercept Surveys with Residents, Business and Visitors project team members will visit
 with local employees, residents and visitors in an "on the street" format, asking questions and
 gaining feedback on a variety of issues. This will provide an opportunity to talk with people in
 their own environment.
- Social Media (Website, radio, etc.) A website will be developed, and other outreach
 methods will be explored, such as Twitter, Facebook, radio, and other media to "get the word
 out" about the planning process.

This task will also allow for the gathering of information relative to existing conditions to be used in the preparation of the baseline condition assessment proposed in Task 1.3. This information will consist of summary notes, mapping, and photographs.

Task 1.2 Deliverables

- Agendas/Materials/Presentation/Facilitation/Photography for all meetings and workshops
- Website Updates
- Written summary of initial insights, with meeting summaries and notes

Task 1.3: Baseline Condition Assessment

To provide an important basis for discussing community assets, challenges, constraints and opportunities, a baseline conditions assessment will be prepared. This baseline assessment, combined with the information gathered from the Community in Task 1.2, will provide the requisite data to inform future discussions of policies and actions to be undertaken. The information gathered in this task will inform the balance of the community engagement process and will be directly transferable to subsequent work tasks such as the Branding program and the Comprehensive Plan update.



During this task, the Kimley-Horn team will gather background information in these general areas:

- Planning current projects and recent studies.
- Mapping current conditions, in GIS based format.
- Site Visual Surveys and Investigations on-the-ground review of site conditions.
- Photography photographic summary of various typical conditions throughout the City.
- Infrastructure Facilities mapping and general descriptions of infrastructure facilities (roads, utilities, geographic features and limitations), using City provided base maps.
- Design and Development Constraints and Opportunities general textual discussion and mapping of physical constraints and opportunities.
- Housing Conditions/Availability general mapping of existing housing conditions.
- General Economic/Fiscal Baseline Conditions general summary of baseline economic conditions via recent reports and studies.
- Overview of Regional Context and Site Conditions addressing both the natural and built character of Valdez.
- Land Use conduct a preliminary assessment of the distribution, character and condition
 of existing land uses, buildings and structures.
- Ownership Patterns conduct a preliminary assessment of land ownership (public vs. private and other major land owners).
- Mapping proposed new development or subdivision projects and areas of ongoing concern.
- Community Resources Analysis assessing civic, commercial, and cultural resources located within and near the community, and identify gaps in service provision. Our analysis will generally be qualitative and map-based.
- Community Character Analysis investigating urban structure and form, prevalent development typologies, and local and regional design character and traditions.
- Environmental Analysis assessing the environmental and natural character of the
 community and its surroundings, including identification of environmental assets and
 constraints (e.g., floodplains), open space character and resources, land use suitability,
 and opportunities for natural resource and landscape conservation. Our analysis will
 generally be qualitative and map-based; as appropriate.
- Infrastructure Analysis assessing the current general condition of infrastructure elements including roads, City utilities (water, sewer, stormwater), and public buildings



Field work for this task will be conducted during site visit 1, and finalized during the in-office time that follows. The Site Analysis Report will serve as an informational and resource document for the project team, as well as for community members and key stakeholders as the project moves forward.

Task 1.3 Deliverables

- Review and Assessment of Existing Documentation
- GIS Mapping of existing conditions
- Quantified Analysis of Community Features (land use, dwelling units, etc.)
- General Infrastructure Mapping
- Opportunities/Constraints Mapping
- Housing Locations and General Conditions Report
- Website Updates

Task 1.4: Exploring Community Assets and Challenges (Site Visit 2)

This task will further explore the community assets and challenges defined during prior community engagement activities. The intent of this task is to build on prior efforts and begin to define community assets and challenges.

Over a 3-5-day period with 3-4 team members, the following workshops/activities will be conducted:

- Community Summary Workshop A summary workshop exploring "what we've learned"
 during the planning process and begin the definition and assessment of community assets
 and challenges. The public will be given the opportunity to clarify ideas and opportunities.
- Business Leaders Forum A forum for detailed discussion of community assets and challenges related to business. This forum will seek to define and address the primary challenges to business success and the method/strategies to address them.
- Staff Workshop Like the Business Leaders Forum, this forum will seek to define and address the primary challenges to business success and the method/strategies to address them.
- City Council Working Session A summary status presentation to the City Council for additional input and comment.
- Advisory Committee Meeting
 — A working session with the appointed Advisory Committee
 for additional input and feedback.
- Social Media updates (website, radio, etc.) Additional updates will be made to the
 website and other social media platforms, as applicable.

Task 1.4 Deliverables

 Written summary of meetings and workshops, along with initial findings and preliminary recommendations.



Task 1.5: Prioritization of Community Assets and Challenges (Site Visit 3)

Tasks 1.2-1.4 above will be utilized to help define the overall community's assets, challenges, opportunities, and constraints. This task will take the information that we've gathered to date, and begin to prioritize a series of recommendations for policies and the best use of community assets to capitalize on existing qualities and to begin addressing shortcomings.

This site visit will include up to four members of the project team in Valdez for 3-5 days to conduct the following workshops/activities:

- Community Summary Workshop
- Advisory Committee Meeting #2
- Business Leaders Strategy Session
- City Council Work Session
- Community Assets/Challenges Workshop

Task 1.5 Deliverables

- Agendas/Materials/Presentation/Facilitation/Photography for all meetings and workshops
- Website Updates
- Meeting Summaries/Notes

Task 1.6: Establishing the Community Vision (Site Visit 4)

Kimley-Horn will conduct site visit four with up to three team members for 2-4 days. During this visit, some final community engagement activities will be conducted to firm up the information and recommendations made in the reports and summaries prepared in Tasks 1.1-1.5. This community summary will be an expression of policy that speaks to what Valdez seeks to be in the future. Up to four members of the project team will be present for the following activities:

- Advisory Committee Meeting #3 to review the draft final report
- City Council Work Session
- Community Visioning Festival A drop-in style forum to allow additional community input on the draft report.
- Business Leaders Work Session a facilitated discussion with business leaders to review the draft report

During the office time following site visit 4, the Kimley-Horn team will prepare the following documents:

- A summary Community Engagement Report this will recap the engagement activities conducted to date in written and graphic summary format
- A finalized Community "vision" or "action" plan
- A policy and priorities summary which shall serve as the basis for the possible next step in this process of updating the City's Comprehensive Plan. This summary will address the following topics, including, but not limited to:
 - Community Vision
 - Land Use and Development
 - Community Design
 - Housing

Page 8



- Mobility and Transportation
- o Economic Development
- o Tourism and Visitor Services
- Infrastructure and Community Facilities
- o Safety and Resiliency
- o Natural Resources Management
- o Parks and Recreation
- o Ports and Harbor

Task 1.7: Final Reports and Presentations (Site Visit 5)

This task provides for a final visit to Valdez to present the finalized reports to the City. Kimley-Horn will complete presentations to (either jointly or individually):

- Advisory Committee
- Planning and Zoning Commission
- City Council

We anticipate that this visit will be attended by two team members for 2 days only. The fee for this task has been prepared based on this assumption. If the City desires additional presentations to groups or commissions, we can provide those within the time that the trip is scheduled, extend the trip, or make another trip for these purposes (as an additional service with additional fee)



Task 1 Fees

Task 1, as detailed above, will be completed for the sum of the lump sum fees shown below. The following table provides a summary of the proposed fees by subtask for informational purposes only. The fees provided are inclusive of reimbursable expenses (travel, lodging, and meals). Fees will be billed monthly on a percent-complete basis.

Task Name	Fee
Task 1.1: Advance Planning and Strategy Preparation	\$22,000
Task 1.2: Community Kick-Off Week (Site Visit 1)	\$52,500
Task 1.3: Baseline Condition Assessment	\$46,500
Task 1.4: Exploring Community Assets and Challenges (Site Visit 2)	\$35,000
Task 1.5: Prioritization of Community Assets and Challenges (Site Visit 3)	\$41,500
Task 1.6: Establishing the Community Vision (Site Visit 4)	\$77,500
Task 1.7: Final Reports and Presentations	
Total	\$350,000

Additional Meetings

Should additional 'in person' meetings be requested within the above scope, they will be provided on an hourly plus expense basis. We estimate the following for additional meetings:

Option 1: One person for 1 day in Valdez for meetings plus travel time:
Option 2: Two people for 1 day in Valdez for meetings plus travel time:

Budget: \$12,000
Budget: \$21,000
Additional cost per person per extra day in Valdez (labor and expense):

Budget: \$3,500

End of Task 1 Scope

Page 10



Task 2: Comprehensive Plan Update Scope of Work

Scope Overview: This Scope of Work provides for the preparation of an update to the City's Comprehensive Plan with updates to Goals, Objectives and Policies. The content and magnitude of this update will be largely based on the findings of the Community Engagement process outlined in Task 1 above. Kimley-Horn anticipates beginning this task somewhere around 7-9 months into the scope of the Community Engagement process. While the exact requirements of this Task hasn't yet been determined, we are basing this general outline on work that Kimley-Horn has performed for numerous municipalities. This portion of the work will also provide for site visits to Valdez, and presentations/workshops with various City Boards and commissions, the Planning and Zoning Commission, and the City Council as described below.

The following is a general summary of the work in the Comprehensive Plan update effort:

The update to the City's Comprehensive Plan is anticipated to have several topical Chapters, or Elements. The exact topical chapters and the depth of each will be defined during the Community Engagement process conducted in Task One above

- Community Vision
- Land Use and Development
- Community Design
- Housing
- Mobility and Transportation
- Economic Development
- Tourism and Visitor Services
- Infrastructure and Community Facilities
- Safety and Resiliency
- Natural Resources Management
- Flora and Fauna
- Fishery
- Oil
- Watercourses
- Parks and Recreation
- Ports and Harbor
- Capital Improvements and Implementation

Each element will provide background data, applicable mapping and exhibits, policies, programs and recommended implementation actions. The conclusions from previously completed plans and studies which are found by the City to still be valid will be incorporated into the applicable elements. It is understood that detailed studies will not be prepared for these element under this contract. As an example, the Housing Element will provide applicable policies, programs and recommended implementation actions relative to community housing resources but this Task does not include the preparation of a detailed Housing Study for the City.

We anticipate the process for the Comprehensive Plan update to include a series of individual tasks. These are generally outlined below, however, the order of the preparation of the various elements, and the review process is subject to change based on the establishment of priorities between the City and Kimley-Horn.



Task 2.1: Identification of Comprehensive Plan Elements

Based on the findings of the Community Engagement process, Kimley-Horn will review with the City the priorities to be addressed in the Comprehensive Plan, as well as identify the elements that are necessary for inclusion. From this, we will prepare a schedule and a general outline of the contents of the plan

Task 2.1 Deliverables

- Outline of Contents
- Schedule

Task 2.2: Comprehensive Plan Outreach Activities (Site Visit 1)

This task will consist of a 3-5 day site visit with at least 2 members of the Kimley-Horn team to conduct additional outreach in the form of workshops, meetings with Boards and Commissions, and discussions with various groups as applicable to certain elements of the Comprehensive Plan. This outreach may be focused on specific user groups and/or the community at large depending on the nature of the input desired. It is anticipated that some or all of the following meetings could occur during this and subsequent site visits as detailed below:

- Meetings with the Comprehensive Plan Advisory Committee
- Community Wide Workshops
- City Council Work Sessions
- City Council Public Hearings
- Various Commission Workshops

Task 2.2 Deliverables

Meeting Agendas/Summaries

Task 2.3: Comprehensive Plan Update Draft

Based on the results of Task 2.1 and 2.2 above, Kimley-Horn will begin the preparation of a draft of the document. This will likely be prepared 3-4 elements at a time, so that the City may review portions on an ongoing basis rather than the entire plan at once.

We anticipate the initial review of the draft document to be done by staff, the Advisory Committee, and the Planning and Zoning Commission. The review process would likely entail conference calls, staff markups of draft documents, and in-person workshops/presentations with the various review groups.

Task 2.3 Deliverables

- Document Drafts (in sections)
- Meeting/Workshop summaries



Task 2.4: Comprehensive Plan Draft Review Meetings (on-site)

This task will include a 2-3 day site visit with 1 or 2 members of the Kimley-Horn team to conduct inperson workshops and review of the Plan Update Draft of the first 3-4 elements. Input received during this review visit will be incorporated into the revised document while the next series of elements are being drafted.

Note: Tasks 2.3 and 2.4 above will be repeated up to four times during this process as the various groups of Plan Elements are drafted and reviewed.

Task 2.4 Deliverables

Meeting Agendas/Summaries

Task 2.5: Preparation of Finalized Document

Once all plan elements have been drafted, reviewed, and edited appropriately, we will prepare a draft of the entire Comprehensive Plan. We will provide the draft plan to the City in electronic format in advance of Task 2.6 below.

Task 2.5 Deliverables

Final Document(s)

Task 2.6: Final Presentations

We will make a final visit to Valdez for 2-3 days to present the finalized plan to the various boards and commissions. Any additional input received during this visit will be incorporated into the final plan. We will provide the City with electronic copies of the final document for publication as appropriate.

Task 2.3 Deliverables

Meeting Agenda/Summary



Task 2 Fees

Task 2, as detailed above, will be completed for the sum of the lump sum fees shown below. The following table provides a summary of the proposed fees by subtask for informational purposes only. The fees provided are inclusive of reimbursable expenses (travel, lodging, and meals). Fees will be billed monthly on a percent-complete basis.

Task Name	Fee	
Task 2.1: Identification of Elements	\$7,500	
Task 2.2: Site Visit 1	\$42,500	
Task 2.3: Plan Update Draft*	\$175,000	
Task 2.4: Review Meetings (on-site) *	\$75,000	
Task 2.5: Preparation of Finalized Document	\$45,000	
Task 2.6: Final Presentations	Presentations \$35,0	
Total	\$380,000	

Additional Meetings

Should additional 'in person' meetings be requested within the above scope, they will be provided on an hourly plus expense basis. We estimate the following for additional meetings:

Option 1: One person for 1 day in Valdez for meetings plus travel time:
Option 2: Two people for 1 day in Valdez for meetings plus travel time:

Budget: \$12,000
Budget: \$21,000
Additional cost per person per extra day in Valdez (labor and expense):

Budget: \$3,500

End of Task 2 Scope

Page 14



Task 3: Branding and Marketing Program Scope of Work

Task 3.1: Community Engagement and Education

Kimley-Horn, in conjunction with our subconsultant (North Star), ("we") will assist the Client in the establishment of the Valdez Champions working committee, which should consist of a group of 12-15 influential voices from across the community who will specifically be engaged in the development of the Branding and Marketing Program. This group should typically comprise leaders representing diverse interests including students, matriarchs, historians, artists, parents, librarians, coaches, athletes, teachers, doctors, merchants, journalists, architects, bloggers, event planners. The City and consulting team will discuss the makeup of this group. We can assist with language for communication with this group but the invitation will come from the City. This should be an ongoing database that can be used throughout this project and beyond, particularly with implementation efforts. The City will expend a minimal amount of time compiling the list and using it to distribute information under advisement of the consulting team throughout the process.

During the Branding Site Visit, the Champions group will be assembled as a focus group. We will provide them information on branding in general, brainstorm the possibilities for their group, and discuss how an ambassador group can promote the brand and remain independent. The Champions will then be charged with spreading the word about the branding effort in the community and to take the pulse of their constituencies.

Using the available hashtag #ValdezChampions, we will set up a platform that the group can use to discuss issues important to their constituencies. Your Valdez Champions group is not working to "sell in" the brand, they are answering questions, addressing concerns and cultivating good ideas.

We will establish an Educational and Brand Story Web site which will serve as an online tool for Valdez residents and stakeholders to learn more about the branding effort, the current state of the process and to get involved either in the research stage or to become a champion after the launch of the new brand. In addition, this website transitions throughout the process at key milestones from a purely educational site, to one that describes the core branding strategy after the strategic DNA statement is approved and then becomes a brand story website at the completion of your BrandPrint.

We will provide a general press release on what a community brand is and what it does. It will highlight the need for the public's help during the process and communicates the date, time and location of upcoming educational presentation(s). Not only does this start the public education process, it opens lines of discussion with the press. If appropriate, we will meet with members of the press during the time allotted for our site visit

We will conduct PowerPoint presentations during the time allotted for our Branding: Site Visit to private and public sector stakeholder groups (determined and assembled by the Client) for purposes of educating and furthering buy-in of the Valdez branding initiative. We will work with the Client to determine who these audiences are and what you want to convey. The presentation will be crafted to meet those goals. We will provide the Valdez team with a copy of the community branding PowerPoint presentation (with detailed notes), which will give you the ability to carry on the education and engagement via additional presentations, distribution to interested parties or placement on community websites.

Page 15



Task 3.1 Deliverables

- Educational Website (hosted on City website)
- Educational Presentation
- Branding Initiative Press Release
- Valdez Champions social media platform for discussions

Task 3.2: Research

During this task, we will evaluate the environment, the competitive situation, stakeholder (business and community leaders) attitudes, community attitudes, current communications and the perceptions of target audiences and influencers. This consists of:

- Situation Analysis To establish the current lay of the land from the perspective of your
 critical partners, we will administer an online questionnaire to each internal group or
 organization and can meet with these groups (during the site visit) to more fully understand
 your general history, political landscape, resources, competitors, etc. The City will assist in
 distributing this questionnaire via email to key partners in the project.
- Research, Planning, Communications and Media Audit We will conduct a
 comprehensive review of readily available research and planning documents provided by the
 Client. In addition, we will review and analyze existing marketing materials, branding, logos
 and messaging from public and private sector partners as well as recent press related to
 Valdez. These items are gathered by the City and its partners early in the process and
 shared online or shipped to North Star.
- Undercover Interviews/Ethnography If deemed necessary by Kimley-Horn, North Star (Kimley-Horn's subconsultant) will pursue an ethnographic study during approximately a month in Valdez, with our team member living there as part of the community. During this visit, the ethnographer will conduct interviews to gain an in-depth qualitative understanding of how residents and visitors experience and think about Valdez. He/she can participate in volunteer efforts, ride-alongs, road crews, fishing expeditions, and other common (and not so common) experiences in Valdez. This effort will include reaching out to people that can be difficult to reach using conventional methods, by going to where they live, where they work and where they congregate. This approach involves asking open-ended questions and allowing respondents to speak in their own words in their natural environment about their personal experiences with Valdez, what Valdez means to them, and how do they define their home. The conversations are more casual and reflect a basic curiosity with a purpose as we get to know the community on a very personal basis. Only minimal time is required by the City in making introductions to some influencers and events.
- In-Depth Survey This open-ended survey challenges stakeholders to provide deeper comments and opinions. We administer the survey digitally and in paper form to the list provided by you, allowing your valuable stakeholders to participate. This tool extends your participant universe and allows you to layer trending opinions with in-depth perspectives. We are seeking a response rate of about 125 for this qualitative survey. This should be extended to a cross-section of business and community leaders across Valdez. We find success in gaining that response rate if the survey is distributed to 300-400 individuals. We can advise the City on how to determine that list. After reviewing and approving the survey draft, the City



will distribute an online link to the survey via email to its list. North Star will provide the link and intro email language to be customized by the City.

Branding: Site Visit

NOTE: North Star will guide the City and its partners in identifying a date and timeframe for this site visit to allow engagement with stakeholders, residents, and visitors (North Star expects this visit to be 7 days with attention paid to event calendars). A sample itinerary builder template will be provided to identify the types of conversations and groups we seek to engage on the visit. Site Visit conversations are summarized and presented as part of the Research and Strategy Presentation and subsequent report. The City and its partners will be responsible for scheduling all parts of the Site Visit. North Star will advise and direct for ease and efficiency.

- Sales Review Conduct further in-depth review of how Valdez sells itself, formally and
 informally, to key business prospects, developers, professional candidates, students,
 potential home buyers, etc. We want to hear your presentations, see what they see and
 receive any materials they receive. Nothing new should be prepared for this Sales Review.
 This should demonstrate how you currently speak about and promote the community for
 investment.
- Key Stakeholder Interviews Some of our most valuable nuggets for the purposes of defining your DNA and crafting your creative work come from these intensive one-on-one interviews with key stakeholders (including leaders from city department staff, real estate agents, park officials, elected officials, business community, schools, civic organizations, etc.). We also want to talk to articulate individuals who are passionate about Valdez (poets, coaches, ministers, historians, matriarchs, patriarchs and more)., We continue the conversations via phone once we get back to the office. North Star will work with the City and its partners to determine the ideal number of conversations among interviews and focus groups. North Star estimate up to 25-30 interviews.
- Focus Groups We will also assemble a range of perspectives during 2-3 focus groups during the site visit. Focus groups engage 12-15 at a time and can be organized by type (businesses, tourism attractions, etc.)
- Online/Social Media Community Survey Using some of the themes identified in the indepth survey, we will craft a quantitative survey posted online for community-wide participation. We promote this survey using traditional and social media as we target groups including millennials and empty nesters.
- Brand Barometer This proprietary research tool measures the likelihood of your residents
 to advocate Valdez for starting a business or quality of life, compared to other places in the
 United States. This will provide us with a benchmarking tool for measuring internal attitudinal
 change moving forward.
- Influencer Perception Study Working from a combined list of site selectors, relocation executives, meeting planners, regional and state level executives in economic development and tourism as well as other external influencers you provide with a list we compile, we will conduct qualitative, in-depth interviews with professionals outside Valdez. These interviews uncover valuable 30,000 ft. perspectives. The City and its partners will share available



contacts and referrals among this group. Names will also be uncovered through the course of the research. North Star will add to this list with its own network of contacts and will seek (without aid from the City) input from competitors, nearby communities, and regional voices. The overall list usually numbers 2-3 dozen possible contacts.

- Quantitative Perception Study his survey is conducted using a statistically significant
 random sampling of consumers and non-consumers in outside markets using existing inquiry
 records. Data will be cross-tabulated to reveal patterns between consumer and nonconsumer groups. For instance, perceptions and attitudes for those who have visited Valdez
 will be compared to those who have not visited and are reporting perceptions purely on
 reputation. This Consumer and Non-Consumer Awareness and Perception Study measures:
 - Overall awareness and perceptions of Valdez.
 - Overall awareness and perceptions of the competition.
 - Measurements of Valdez's delivery of quality of life indicators.
 - o Consumer experiences with Valdez.
 - Attitudes regarding Valdez's strengths and weaknesses.
 - Consumer opinions regarding what needs to be added or taken away.
 - Changes in consumer perceptions of Valdez after visiting.
 - Patterns of visitation activities associated with consumer's primary purpose of visitation.
- Competitive Positioning Review This task includes the preparation of a brand message
 and marketing strategy analysis to evaluate Valdez's position relative to the competition in
 the state and in the region. The City and its partners will identify its 5 key competitors (or 3
 competitors for tourism and 3 for economic development). North Star will conduct a
 positioning review for Valdez and these identified competitors. This broad examination is
 aligned with the general perception research gathered within Valdez and from the outside
 among consumers.

Tapestry® Consumer Profile: Tapestry provides a visitor profile that is unique to your consumers. Lifestyle, preferences, media usage, buying behavior and more, this report is useful for identifying potential growth visitor markets, budget allocation, production development and event planning.

- Who Report: Consumer demographic and socio-economic classifications; this report also compares your consumers to the profiles of your community. In other words, are your residents like or unlike your visitors?
- What Report: Profile of consumer lifestyle and media habits such as media usage, household buying preferences, recreational interests, civic involvements, dining choices, retail preferences, lodging tendencies, travel behavior and more.
- Where Report: Grid showing relative comparisons of feeder markets based on a high concentration of consumers.
- Consumer Mapping: Origin information from existing databases (inquiries, lodging properties, attractions, etc.) that can be gathered locally from the Visitors Bureau or other sources.
- Consumer Leakage: Comparison of supply against demand—and a simple way to identify business opportunity



Task 3.2 Deliverables

 Research report assembled and delivered following research and strategy presentation in Task 3.3. This report includes raw data from surveys conducted.

Task 3.3: Insights and Strategy

This task consists of the analysis of the input received to date through the branding outreach and the vision planning processes, and the synthesis of that information into a storyline. From this storyline, we will create a strategic DNA statement for Valdez, which will be a critical touch point for branded activity moving forward.

Based on these insights, we will develop a guiding statement for your brand. This statement will serve as the touch point for Valdez activity moving forward. Included in this DNA definition is:

- Target audience: For whom Valdez has the most appeal
- Frame of reference: Geographic context of Valdez
- Point of difference: What makes Valdez special
- Benefit: Why it should matter to the consumer

From the approved DNA statement, we will prepare a "Research and Strategy" Presentation, which will include a review of relevant research, insights and recommended DNA Definition. We will preview this presentation with key branding committee members for purposes of editing and fine-tuning. We will then present the finalized presentation at a larger stakeholder meeting.

Task 3.3 Deliverables

- Research and Strategy Presentation
- Research report assembled and delivered

Task 3.4: Creativity and Design

This task encompasses the effort involved in transforming the insight and strategy developed to date into tangible creative products that embody Valdez. Guided by the creative brief and a creative workshop, we will analyze the current creative elements used by the City of Valdez and highlight strengths and weaknesses therein. We will create alternative straplines, logos, color and messaging (with graphic standards).

We will conduct a creative workshop with the Valdez creative team that explores the roles of different creative elements and identifies creative preferences. The goal of this workshop is to hone in on the type of work you want without limiting the creative thinking of our writers, graphic designers and art directors.

We will provide up to five different straplines along with rationales for the strengths of each line. We will conduct trademark and Google searches to determine the availability of each line and not already trademarked or in use.

Page 19



We will prepare a slate of 8-10 alternative logos, which will represent a range of options, for presentation to the Valdez creative team (3-4 people identified in conjunction with North Star). We will provide one round of revisions to the selected mark. Once the preferred logo has been chosen and developed, we produce it with and without the state name and with and without the strapline in both vertical and horizontal lockups.

We will provide versions of the logo for each individual public sector organization. We will also provide the private sector with details on the framework to be used in any number of ways moving forward.

The logo will be prepared in both black and white and color versions. We will present two color palettes and visual looks for the logo, and will facilitate a meeting with the Creative Team to select one look to be applied to subsequent deliverables.

We will prepare a 'graphic standards guide' for the logo which will contain the necessary information for using your logo, color, typefaces, language, narrative and other key elements to ensure consistency across all mediums and from any organization. We will provide the Client with both digital and printed versions of this Guide and the final logo.

We will prepare a brand narrative based on the Valdez DNA Definition. This narrative, celebrating what makes Valdez special, is described in artistic and compelling language for connecting emotionally with consumers. The narrative defines the community's personality and tone of voice. It can be woven into ad copy, placed on websites, integrated into speeches and distributed to businesses to use in their own communications about the place they call home. Sub-narratives for target audiences will also be provided.

We will prepare a brand narrative based on the Valdez DNA Definition. This narrative about what makes Valdez special is described in artistic and compelling language for connecting emotionally with consumers. The narrative defines your personality and Valdez tone of voice. It can be woven into ad copy, placed on websites, integrated into speeches and distributed to businesses to use in their own communications about the place they call home. Sub-narratives for target audiences will also be provided.

We will work with the Client to identify 10-12 custom deliverables that target your specific goals, and brings the logo, line, color, photography, narrative, graphic elements and much more to life in the real world, in locations such as:

- Community Portal Website
- Organizational Website Design
- Social Media Application
- Partnership Opportunities
- Print and Electronic Advertising
- Signage (gateways and wayfinding)
- Stationery
- PowerPoint Templates
- Merchandising
- Community Outreach



Task 3.4 Deliverables

- Camera-ready art for logo and line
- Graphic Standards Guide
- Design Templates for Communication Materials

Task 3.5: Implementation Plan

We will provide the Client with a marketing action plan (accomplishing goal of Comprehensive Marketing Plan) that will cover the first two years of implementation with detailed explanations and examples of each recommendation. It will prioritize both long and short-term strategies and will be written to employ a variety of communication tools. This plan will address the following:

- Identification of specific goals and areas of emphasis for graphic identity in the first two years
- Marketing and Communication action plan how should the brand influence marketing and communication efforts from the City, economic development, tourism and partner organizations
- Alignment with City's Economic Diversification Strategy how creative and implementation efforts can advance the goals of diversification
- Business partner integration and promotion how does the logo integrate into everyday lives and local business operations
- Public Relations we will create relevant story ideas that work together to build the brand message. This will include direction for how to leverage social media in the distribution of these stories and for interaction with your audiences.
- Staff Integration Recommendations we will provide specific steps for integrating the brand internally in communications, materials, language, stationery, email signatures, etc. as well as ideas for generating excitement for and interest in your brand internally.
- Promotion & Assimilation Tactics: In addition to the above target areas, we will also provide traditional and nontraditional integration direction across the following tactical areas:
 - Online/social media
 - o Guerrilla marketing
 - Targeted events/festivals
 - Policy
 - Sports
 - Environmental applications
 - o Arts
 - Incentives
 - Exports
 - Awards
 - Education

Task 3.5 Deliverables

Two-year brand assimilation and implementation study



Task 3.6: Workshops and Training

We will prepare a presentation that will cover the high points of the branding research and strategy and provide a thorough explanation of the foundational creative development, and the steps included in the action plan. We will deliver this presentation up to three times to the groups or committees of your choice.

We will conduct up to three training workshops within Valdez. This workshop will focus on brand education and on strategies participants can use to spread the word about the brand or integrate it into their own initiatives. These workshops will be tailored to suit the audience for each workshop (Staff/Partner Agencies, Valdez Champions and Private Sector Partners).

We will conduct a special Valdez Champions workshop, to share the tools, ideas and designs to help them start spreading the word about their hometown.

We will conduct a conference call or web meeting to collaborate with the Valdez team on the planning and implementation of the initial roll-out.

Task 6 Deliverables

- Final Presentation
- Workshop Guide

Task 3.7: Evaluation and Results Tracking

This task includes work involved in answering two basic questions: 1) have responses to the brand among target audiences changed in the way that was intended; and 2) have these changes resulted in action that will achieve the desired objectives of the brand?

We will provide a 12-month follow up after a year of your brand implementation to discuss the successes enjoyed and hurdles that you are working to overcome. This examination can determine the level of adoption from the business community and other aspects of community buy-in. We provide suggestions and direction for next steps in your continual brand integration.

We will provide a Brand Barometer measurement after your first twelve months of implementation to track the progress of the community, based on the benchmarks established during the research phase of this project. This current national sampling mitigates swings in the economy and gives you a at advocacy for Valdez and therefore the success of your first year's effort by one measure.

The purpose of this effort is to gain an in-depth understanding of the brand perceptions of the community among consumers. We have included up to 80 additional hours of effort over the course of the 12-month period after completion of Task 3.6 to answer questions and provide follow-up. We can spend these hours during a follow-up visit to Valdez to conduct interviews and supplemental coaching sessions that can conclude with additional recommendations for the second year of implementation. Or we can spend them incrementally as a partner and resource to evaluate specific concerns and goals for implementation as you begin to put the brand to work (quarterly or semi-annually). Observations can be made about the level of success of delivering what your new brand promises. North Star can also examine success in economic investment, job growth, and visitor attraction numbers and determine with Valdez brand leaders what type of additional ROI study is needed and desired (outside this scope).

Page 22



Task 3.7 Deliverables

- Brand Barometer score and comparison to benchmarks and national averages
- Observations and recommendations following first year of implementation



Task 3 Fees

Task 3, as detailed above, will be completed for the sum of the lump sum fees shown below. The following table provides a summary of the proposed fees by subtask for informational purposes only. The fees provided are inclusive of reimbursable expenses (travel, lodging, and meals). Fees will be billed monthly on a percent-complete basis.

Task Name	Fee	
Task 3.1: Community Engagement and Education	\$10,000	
Task 3.2: Research	\$100,000	
Task 3.3: Insights and Strategy	\$20,000	
Task 3.4: Creativity and Design	\$40,000	
Task 3.5: Implementation Plan	\$20,000	
Task 3.6: Workshops and Training	\$15,000	
Task 3.7: Evaluation and Results Tracking	\$15,000	
Total	\$220,000	

Additional Meetings

Should additional 'in person' meetings be requested within the above scope, they will be provided on an hourly plus expense basis. We estimate the following for additional meetings:

Option 1: One person for 1 day in Valdez for meetings plus travel time:
Option 2: Two people for 1 day in Valdez for meetings plus travel time:

Budget: \$12,000
Budget: \$21,000
Additional cost per person per extra day in Valdez (labor and expense):

Budget: \$3,500

End of Task 3 Scope

Page 24



Summary of Fees by Task

Task Name	Fee
Task 1: Valdez Community Engagement	\$350,000
Task 2: Comprehensive Plan Update	\$380,000
Task 3: Branding and Marketing Program	\$220,000
Total	\$950,000

Brena, Bell & Clarkson, P.C.

ROBIN O. BRENA, MANAGING ATTORNEY
JESSE C. BELL
KEVIN G. CLARKSON
DAVID W. WENSEL
ANTHONY S. GUERRIERO
LAURA S. GOULD
FREDERICK H. HAHN V
KELLY M. MOGHADAM
JON S. WAKELAND
JAKE W. STASER

ATTORNEYS AT LAW

810 N STREET, SUITE 100 ANCHORAGE, ALASKA 99501 TELEPHONE: 907.258.2000 FACSIMILE: 907.258.2001 WEB SITE: BRENALAW.COM

> Jake W. Staser istaser@brenalaw.com

May 3, 2018

Delivered via Mail to:

Serine Ciandella, Senior Vice President Kimley-Horn and Associates, Inc. 765 The City Drive #200 Orange, CA 92868

Delivered via E-Mail to:

Keith Pelan, RLA Principal-in-Charge Dave Barquist, AICP Project Manager

Dear Kimley-Horn Representatives:

This letter serves as written notice to Kimley-Horn and Associates, Inc. ("Consultant") that the City of Valdez, Alaska ("City") requests the immediate suspension of all work associated with the Agreement for Professional Services dated July 5, 2017 as Contract No. 1318 ("Agreement") between the City and Consultant. Pursuant to Section IX of the Agreement "the City may at any time... suspend this Agreement for its own needs or convenience." The City is hereby exercising its right to suspend the Agreement. Consultant shall stop all work related to the Agreement immediately.

The City of Valdez requests a meeting on May 10, 2018 at 6:00 p.m. AKST with Consultant's representatives to discuss Consultant's performance under the Agreement and the status of work performed under the Agreement. In addition the City requests that Consultant be prepared to discuss measures to ensure satisfactory performance under the Agreement going forward.

Sincerely,

Jake W. Staser City Attorney



Date: September 27, 2017
To: Martha Barberio
From: Dave Barquist

Re: Appointments to Valdez Vision Committee

As we discussed during our visit, we have compiled a suggested list of the possible members of the Vision Committee – the advisory committee that would serve as our sounding board during the preparation of Vision Valdez. This memo is provided to outline the types of people that we feel would represent the City as a whole and that would give us feedback from a number of different perspectives.

Suggested Vision Committee Size: 9-13 members

RESPONSIBILITIES

- Meet as a group with the consultant team.
- Provide feedback to in-progress work documents.
- Serve as ambassadors for the process in the Community.
- Engage the Community at local events and collect feedback on the process.
- Provide recommendations to the City Planning and Zoning Commission and the City Council.

MEETINGS/OPERATION

- The Vision Committee can be selected by the City Economic Development Director, in conjunction with the City Manager, or by appointment of the City Council.
- The Committee will be an Ad Hoc committee and the term of the members' service shall be for the duration of the Vision project unless otherwise deemed necessary by the City.
- Meetings of the Vision Committee are to be publicly advertised and open to the public.
 Meetings summary minutes shall be provided after each meeting.
- The City Economic Development Director will represent staff during meetings, and may include other staff in Committee meetings as deemed appropriate. Staff members will not be voting members of the Committee.



SUGGESTED COMMITTEE MEMBERS

In order for the Vision Committee to represent the entire City of Valdez, we suggest the members be considered for appointment based on achieving diversity and inclusiveness.

Although the following recommendation is not mandatory, we suggest that members be selected based on involvement in the following interest areas:

Category	No. of	Areas of Interest
	Members	
Business	1-2	Various City business owners including retail, tourism, utility,
		services
Oil	1-2	Alyeska or related companies, e.g. SERV
Recreation/Tours	1	Outfitters/Tour Guides, Heli-skiing and outdoor recreation, e.g.
		Leviation 49
Port/Bay Users	1-2	Marine related interests such as Crowley or Edison Chouest,
and Coast Guard		commercial fishing operations e.g., Fish Central
Hospitality	1-2	Hotel or Restaurant owners, managers or closely associated
		individuals
Health Care	1	Health care interests such as the hospital, Senior Center or other
		medical profession that provides care for Valdez residents
Education	1	From the Valdez K-12 education system – could be PTA
		representative, teacher, or administrator. Also one from PWSC
Arts and Culture	1	Any other arts related interests
Youth	1	Student from the high school or PWS college. Should be under 25
		years old.
Total	9-13	

Ranges are provided because there is crossover that occurs between groups, meaning that depending on the person, they may be able to easily represent multiple groups within the community. The make-up of the Committee will be important and we want to represent all components of the community while keeping in mind that the ideal size to maximize efficiency and productivity is around 9 – 13 people.

Based on the people that we have met in Valdez thus far, we can assist you by making suggestions, however, we feel it is important to appoint individuals to this Committee that are not already heavily involved in City Commissions, and that can be honest and objective in their deliberations. Preferably, this Committee is equally male and female, and representative of the Valdez demographic.

Our hope would be to have this Committee in place by the time of our second site visit, which we anticipate will be either mid-November or early December 2017. The timing of this visit will coincide with the presentation of research findings by Northstar Destination Strategies.





We trust this will assist you in coming up with potential Committee members. If we can be of further assistance in this process, please call.



City of Valdez

Legislation Text

File #: 18-0202, Version: 1



PUBLIC NOTICE

Valdez City Council Work Session

Thursday, May 10, 2018

7:00 PM

Valdez City Council Chambers

Topic:

Kimley-Horn and Associates Professional Services Agreement

Sheri Pierce, City Clerk

POSTED: May 7, 2018