

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the May 20, 2024, meetings is below. All meetings will be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of May 20, 2024:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 249 250 76017; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 166 63213; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 249 143 67432; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, May 17, 2024, and ending at 6:00 p.m. on Monday, May 20, 2024, via the online testimony sign-up form link which can be accessed by clicking <https://forms.gle/Vd7n381x3seaL1NW6> or in person outside council chambers beginning at 8:00 a.m. on May 20, 2024. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and not relating to the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Two-minute time limit for comments made during open forum, and three-minute time limit on public testimony regarding legislative items!**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- A. After the conclusion of all legislative business, the council shall recess briefly and then convene for an open forum, unless a majority of council members vote otherwise. The open forum shall have twenty (20) spaces available. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. The council shall conclude open forum after twenty (20) speakers unless a majority of council members vote to allow additional speakers. The city clerk and other staff shall not be required to remain in attendance during the open forum. Nothing in this Rule 2.2 shall be deemed to require open forum or the legislative session to continue after 10:00 p.m., or to require open forum during a council “Town Hall” meeting contrary to Rule 2.14.F.
- B. Members of the public can sign up for open forum beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign themselves in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will be added to the list of speakers at the discretion of the chair, or their designee. The order of the speakers will be determined at the discretion of the chair, taking into account any special accommodations for persons of limited English proficiency as provided in Rule 2.2.F below. Each speaker shall be limited to no more than two (2) minutes unless a majority of the council members in attendance vote on an alternate time limit.
- C. No action, other than a statement of council members’ intent to address the matter in the future, points of order, or points of information will be taken by council members during an open forum.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the city. “Affairs of the city” shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Absent permission of the chair, no person shall be permitted to speak in open forum regarding items on that week’s current agenda or the next week’s advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.
- E. No person shall be permitted to display visual information during open forum, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2@spokanecity.org. Individuals speaking during open forum shall address their comments to the council president, and speakers as well as members of the audience shall comply with Rule 2.15 (Participation by Members of the Public in Council Meetings).
- F. Participation of individuals with limited English language proficiency in open forum shall be accommodated to the extent set forth in Rule 2.15.J.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.

- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

The council encourages public participation in the legislative process. Council meetings shall be conducted in a manner that provides the opportunity for all attendees to hear, see and participate in the proceedings to the extent provided in these Rules and applicable city, state, and federal law. Speech or conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of any council meeting is prohibited. In addition to these general principles governing public participation, the following specific rules apply:

- A. Members of the public may address the council regarding the following items during the council's legislative session: the consent agenda as a whole, all first reading ordinances together (with the exception of first reading ordinances associated with hearings, which shall be taken separately), final readings of regular and special budget ordinances, emergency ordinances, hearing items, special considerations, and other items before the city council requiring council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the clerk.
- E. Those who wish to provide commentary but do not wish to give verbal comments at the podium may provide written comments to the council via letter or electronic mail.
- F. No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud or boo speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual, or engage in other such disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the proceedings.
- G. Standing is permitted so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when standing.
- H. A speaker asserting a statement of fact may be asked by a council member to document and identify the sources of the factual datum being asserted.
- I. When addressing the council, members of the public shall direct all remarks to the council president, shall refrain from remarks directed personally to any council member or any other individual, and shall confine remarks to the matters that are specifically before the council at that time.
- J. City employees or city officials (including members of city boards and commissions) may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 - 3. Do not use, or be perceived to use, city funds, including giving testimony during paid work time or while in uniform; or city property, including using a city-issued computer or cell phone, in giving testimony.
- K. When any person, including members of the public, city staff, and others, are addressing the council, council members shall observe the same decorum and process as the rules require among the members *inter se*. That is, a council member shall not engage the person addressing the council in colloquy but shall speak only when granted the floor by the council president. All persons and/or council members shall not interrupt one another. The duty of mutual respect and avoiding unlawful harassment set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, Newly Revised*, shall extend to all speakers before the city council. The city council's policy advisor and/or a city attorney shall, with the assistance of council staff, assist the council president to ensure that all individuals desiring to speak shall be identified,

appropriately recognized, and provided the opportunity to speak. All persons attending city council meetings or city council sponsored meetings shall refrain from harassing other attendees or risk being removed and/or prohibited from attending future meetings.

- L. The city council intends to fully comply with chapter 18.11 SMC, Language Access in Municipal Proceedings. Rules regarding participation of individuals in council proceedings, including legislative sessions and open forum, shall be deemed amended to conform to any Language Access Plan adopted by the council pursuant to SMC 18.11.030. Except as otherwise provided in an adopted Language Access Plan, individuals with limited English language proficiency are encouraged to contact the council office director at least five (5) days prior to a scheduled legislative session for assistance with the signing up to testify or to arrange translation or interpretation assistance.
- M. City council legislative sessions are regularly video and audio recorded and available online (<https://vimeo.com/spokanecitycouncil>). Members of the public may also photograph or film council proceedings so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when photographing or recording. No flash photography or other lighting is permitted.
- N. RCW 42.17A.555 generally prohibits the use of city facilities for electioneering. Therefore, no person may use the council meeting or facilities for the purpose of assisting a campaign for election of any person to any office, or for the promotion of or opposition to any ballot proposition. In this context, the term “facilities” includes council chambers, the council gallery and the speaking opportunities available through the public comment and open forum procedures set forth in these rules.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the online testimony sign-up form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. The city council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker. The chair, absent a majority vote of the council, has the authority to lower the three (3) minutes per speaker time limit by announcing the new, lower time limit at the legislative session. The chair may allow additional time if the speaker is asked to respond to questions from the council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the council. Testimony on a legislative item deferred to a future date shall be taken on the future date, unless testimony on the date of deferral is allowed by the Council President.
- C. No public testimony shall be taken on oral amendments to consent or legislative agenda items, votes to override a mayoral veto, or solely procedural, parliamentary, or administrative matters of the council.
- D. Public testimony will be taken on consent and legislative items that are moved to council’s regular briefing session or study session unless a majority of council votes otherwise during the meeting in which the items are moved.
- E. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the council president:
 - 1. Following an assessment by the chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the chair shall, in the absence of objection by the majority of the council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent’s presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to

Speak on behalf of the proponent's position.

- d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the chair may grant the same procedural and time allowances to each group or groups, as stated previously.
 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- F. The time taken for staff or council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.
 - G. No person shall be permitted to display visual information during their testimony, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2spokanecity.org.
 - H. In addition to in-person or remote verbal testimony, testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all council members, or via the contact form on the council's website.¹

¹ <https://my.spokanecity.org/citycouncil/members/>

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MAY 20, 2024

MISSION STATEMENT

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.**

MAYOR LISA BROWN

COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER LILI NAVARRETE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KITTY KLITZKE

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

BRIEFING AND LEGISLATIVE SESSIONS

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk. (If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.
- City staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a two-minute speaking time during Open Forum and a three-minute speaking time for other matters. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including veto overrides.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at <https://my.spokanecity.org/citycouncil/documents/>.

BRIEFING SESSION

(3:30 p.m.)

**(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)**

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE ADVANCE AGENDA

CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Spokane Employees' Retirement System Board: One Appointment (Deferred from May 6, 2024, Agenda)	Confirm	CPR 1981-0370
Office of the Police Ombudsman Commission: One Appointment	Confirm	CPR 2015-0034

CONSENT AGENDA

The consent agenda consists of purchases and contracts for supplies and services provided to the city, as well as other agreements that arise (such as settlement or union agreements), and weekly claims and payments of previously approved obligations and biweekly payroll claims against the city. Any agreement over \$50,000 must be approved by the city council. Typically, the funding to pay for these agreements has already been approved by the city council through the annual budget ordinance, or through a separate special budget ordinance. If the contract requires a new allocation of funds, that fact usually will be indicated in the summary of the contract in the consent agenda.

Unless a council member requests that an item be considered separately, the council approves the consent agenda as a whole in a single vote. Note: The consent agenda is no longer read in full by the city clerk. The public is welcome to testify on matters listed in the consent agenda, but individual testimony is limited to three minutes for the entire consent agenda.

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

1. Personal Services Agreement with Ready Rebound, Inc. (Carol Stream, IL) for orthopedic rehabilitation for Spokane Fire Department employees from January 1, 2024, through December 31, 2024—\$85,000 (plus tax, if applicable). (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete) Julie O'Berg	Approve	OPR 2024-0379
2. Five-year Interagency Agreement with the Washington State Department of Natural Resources (DNR) for DNR crews to perform hazardous fuel reduction work on city-owned and/or managed land from April 1, 2024, through March 31, 2029, using a portion of the awarded Community Wildfire Defense Grant from DNR—not to exceed \$500,000 per year. (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete) Julie O'Berg	Approve	OPR 2024-0380

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|---|------------------------------------|------------------------------|
| 3. Interdepartmental Agreement between the Public Works Division and the Parks and Recreation Department regarding a green area maintenance pilot program through December 31, 2025—\$1,100,000. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
Loren Searl | Approve | OPR 2024-0381 |
| 4. Contract with Paradigm Software, LLC (Cockeysville, MD) to provide scalehouse management software for the Waste to Energy Facility from June 1, 2024, through May 31, 2025—\$281,445.85 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)
Michael Sloon | Approve | OPR 2024-0382
RFP 6030-23 |
| 5. Letter of Support requested for RAMPS grant program collaboration with Eastern Washington University and Spokane Falls Community College relating to cybersecurity education and workforce development—\$32,450. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)
Dan Wordell | Approve | OPR 2024-0383 |
| 6. Report of the Mayor of pending: | Approve &
Authorize
Payments | CPR 2024-0002 |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2024, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | |
| b. Payroll claims of previously approved obligations through _____, 2024: \$_____. | | CPR 2024-0003 |
| 7. a. City Council Meeting Minutes: _____, 2024. | Approve
All | CPR 2024-0013 |
| b. City Council Standing Committee Meeting Minutes _____, 2024. | | |
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LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36467 passed by the City Council November 27, 2023, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C36520

American Rescue Plan Fund

- 1) Reallocate part of the appropriation of \$60,000 that was previously allocated for the purpose of ADU Permits.
- 2) Reallocate part of the appropriation of \$50,000 that was previously allocated for the purpose of Chief Recruitment.
- 3) Reallocate the appropriation of \$1,181,190.49 that was previously allocated for the purpose of Projects of City Wide Significance.
- 4) Reallocate the appropriation of \$74,811.42 that was previously allocated for the purpose of EV Stations.
- 5) Reallocate the appropriation of \$1,793,921.82 that was previously allocated for the purpose of the Municipal Court Justice Building.
- 6) Reallocate the appropriation of \$1,300,000 that was previously allocated for the purpose of Youth Behavioral Health.
- 7) Decrease appropriation by \$474,885.63.
 - A) Of the decreased appropriation, \$474,885.63 is removed solely from other miscellaneous charges.
 - 8) Of the reallocated appropriation, \$2,650,000 is provided solely to support a new housing model.
 - 9) Of the reallocated appropriation, \$1,800,000 is provided solely to ensure adequate addiction treatment facilities.
 - 10) Of the reallocated appropriation \$484,809.36 is provided solely to for the purpose of Childcare Center Capital Projects.

(This action arises from the need to re-allocate ARPA funding for other purposes.) (Deferred from May 13, 2024, Agenda, during the May 6, 2024, 3:30 p.m. Briefing Session) (Council Sponsors: Council President Wilkerson and Council Member Zappone)

Matt Boston

[Wilkerson/Zappone Proposed Amendment:](#)

- Request motion to amend previous version of Special Budget Ordinance C36520 with proposed updates filed May 10, 2024, and included in agenda packet under ORD C36520.

Bingle/Navarrete Proposed Amendment:

- Request motion to amend previous version of Special Budget Ordinance C36520 with proposed updates filed May 10, 2024, and included in agenda packet under ORD C36520.

ORD C36521

Forfeitures and Contributions Fund

1) Increase appropriation by \$520,000.

A) Of the increased appropriation, \$100,000 is to be provided solely for vehicles.

B) Of the increased appropriation, \$140,000 is to be provided solely for machinery/equipment.

C) Of the increased appropriation, \$160,000 is to be provided solely for software maintenance.

D) Of the increased appropriation, \$25,000 is to be provided solely for personal protective equipment.

E) Of the increased appropriation, \$80,000 is to be provided solely for confidential funds.

F) Of the increased appropriation, \$15,000 is to be provided solely for registration/schooling.

(This action arises from needs throughout the police investigative unit.)

(Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)

Eric Olsen

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36522

Imposing an immediate one-year moratorium on new preliminary subdivision and short subdivision applications in the Latah/Hangman and Grandview/Thorpe Neighborhoods; setting a public hearing; and declaring an emergency. (Council Sponsors: Council Members Dillon and Navarrete)

Council Member Dillon

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2024-0048

Of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed \$4,750,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters

properly relating thereto. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)

Matt Boston

RES 2024-0049

Of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed \$6,000,000; establishing interfund loan facilities from the Spokane Investment Pool to defease certain outstanding bonds of the City; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City; authorizing the execution of an escrow agreement for use in the payment of the Defeased Bonds; authorizing the purchase of certain government obligations; providing for the defeasance of the Defeased Bonds; and providing for other matters properly relating thereto. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)

Matt Boston

RES 2024-0051

Of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed \$2,850,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans and finance the Parking Meter Replacement Project; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto. (Council Sponsors: Council Members Zappone and Cathcart)

Michelle Murray

ORD C36482

Concerning the Short-Term Rental License Fee, and repealing section 8.02.090 of the Spokane Municipal Code. (As amended, changed to a non-emergency ordinance, and read for the First Time on May 6, 2024.) (Council Sponsors: Council President Wilkerson and Council Member Cathcart)

Matt Boston

ORD C36516

Establishing a definition of "emergency" for the purposes of governing legislation of the City Council and ensuring the appropriate use of emergency ordinances, and adding a new Section 01.01.080 to the Spokane Municipal Code. (As amended on, and deferred from May 6, 2024, Agenda) (Council Sponsors: Council Members Cathcart and Bingle)

Council Members Cathcart and Bingle

ORD C36518

Relating to the executive and administrative organization of the City, and amending SMC section 3.01A.350. (Deferred from May 13, 2024, Agenda, during the May 6, 2024, 3:30 p.m. Briefing Session) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Matt Boston

- ORD C36519 Repealing inactive boards; repealing Chapters 04.06, 04.20, 04.24, 04.39 and Article IV of Chapter 10.27A of the Spokane Municipal Code. (Deferred from May 13, 2024, Agenda, during the May 6, 2024, 3:30 p.m. Briefing Session) (Council Sponsors: Council Members Zappone, Klitzke, and Bingle)
Adam McDaniel

FIRST READING ORDINANCES

- ORD C36523 Relating to residential rental properties and establishing cooling requirements, amending sections 10.57.130 and 10.57.140 of the Spokane Municipal Code, creating a new Section 10.57.170 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Sarah Nuss

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council shall recess briefly and then hold an open public comment period for up to 20 (twenty) speakers, unless a majority of council members vote otherwise. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <https://forms.gle/Vd7n381x3seal1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the Current or Advance Agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**Motion to Approve Advance Agenda for May 20, 2024
(per Council Rule 2.1.B)**

ADJOURNMENT

The May 20, 2024, Regular Legislative Session of the City Council will be held and is adjourned to June 3, 2024.

NOTE: There is no meeting scheduled for May 27, 2024, as this day is designated Memorial Day Holiday.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Date Rec'd

4/11/2024

Clerk's File #

CPR 1981-0370

Renews #

Cross Ref #

Council Meeting Date: 04/29/2024

Submitting Dept

MAYOR

Project #

Contact Name/Phone

ADAM 6779

Bid #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Boards and Commissions

Council Sponsor(s)

Agenda Item Name

APPT. OF BEAU MADSEN TO THE SPOKANE EMPLOYEES' RETIREMENT SYSTEM

Agenda Wording

Mayor Brown has appointed Beau Madsen to the Spokane Employees' Retirement System Board for a term of April 22, 2024 - April 22, 2027.

Summary (Background)

The Spokane City Employees' Retirement Board is the governing board of the Spokane Employees' Retirement System. The Board is required by law and has fiduciary responsibility for all aspects of the System to include administration, actuarial considerations, and investment of retirement fund assets.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	April 29, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Beau Madsen to the Spokane Employees' Retirement System Board
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Beau Madsen to the Spokane Employees' Retirement System Board for a term of April 22, 2024 – April 22, 2027.</p> <p>The Spokane City Employees' Retirement Board is the governing board of the Spokane Employees' Retirement System. The Board is required by law and has fiduciary responsibility for all aspects of the System to include administration, actuarial considerations, and investment of retirement fund assets.</p> <p>The board consists of seven (7) members.</p> <ol style="list-style-type: none"> 1. Three board members are appointed by the city council. 2. Three board members are elected from employees eligible for the retirement system by such eligible employees; and 3. One board member, who may not be an elected official or employee of the City, is appointed by the other six (6) board members.
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts (If N/A, please give a brief description as to why)
What impacts would the proposal have on historically excluded communities? <u>N/A</u>
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This appointment aligns with the Spokane Employees' Retirement System Board membership requirements of SMC 04.14.040.



Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 05/20/2024

Date Rec'd	4/30/2024
Clerk's File #	CPR 2015-0034
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions
Council Sponsor(s)	
Agenda Item Name	0520 - MAYOR'S OFFICE - APPOINTMENT OF PHILLIP WETZEL TO THE OPO

Agenda Wording

Mayor Brown has appointed Phillip Wetzel to the Office of Police Ombudsman Commission for a term of June 1, 2024 - June 1, 2027.

Summary (Background)

The Office of the Police Ombudsman Commission is the governing body of the City of Spokane Office of Police Ombudsman (OPO). It has the power to appoint, reappoint and remove the police ombudsman. The Commission also approves annual and long-term goals of the OPO and approves the OPO annual report. The Commission approves OPO recommendations regarding changes in police department policies and training.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$

Narrative

Amount

Budget Account

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Additional Approvals

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Select Committee Name

Committee Date	May 20, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Phillip Wetzel to the Office of Police Ombudsman Commission
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Phillip Wetzel to the Office of Police Ombudsman Commission for a term of June 1, 2024 – June 1, 2027.</p> <p>The Office of the Police Ombudsman Commission is the governing body of the City of Spokane Office of Police Ombudsman (OPO). It has the power to appoint, reappoint and remove the police ombudsman. The Commission also approves annual and long-term goals of the OPO and approves the OPO annual report. The Commission approves OPO recommendations regarding changes in police department policies and training.</p> <p>The Commission approves policies and procedures for receiving and processing complaints, monitoring investigations, and reporting findings, conclusions, and recommendations. It can request that the OPO examine or re-examine specific non-disciplinary policy or procedure issues and confirm or reject OPO requests for additional investigation by Internal Affairs. The Commission assists the OPO in communicating with Spokane's diverse communities and the public about the complaint filing and investigation process.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This appointment aligns with the Office of Police Ombudsman requirements of [SMC 4.32.150](#)



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 05/06/2024

Committee Agenda type: Consent

Date Rec'd	4/10/2024
Clerk's File #	OPR 2024-0379
Renews #	
Cross Ref #	OPR 2021-0480

Council Meeting Date: 05/20/2024

Submitting Dept	FIRE	Project #	
Contact Name/Phone	JULIE O'BERG (509)625-7001	Bid #	
Contact E-Mail	JOBERG@SPOKANECITY.ORG	Requisition #	BT
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE		
Agenda Item Name	1970 CONTRACT WITH READY REBOUND FOR ORTHOPEDIC TREATMENT		

Agenda Wording

Contract with Ready Rebound for treatment of Orthopedic injuries

Summary (Background)

Ready Rebound creates integrated, comprehensive and personalized health and performance programs for SFD Members following injuries. The program targets recovery and provides resources and initiatives that support an improved process of management and prevention of injury. The single source service solutions help reduce injury related costs and streamline the management of injury treatment and rehabilitation.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	\$ 85,000.00
Current Year Cost	\$ 85,000.00
Subsequent Year(s) Cost	\$

Narrative

Funded by 2024 recruit school budget as this year's recruit school was pushed to 2025. In 2023 rebound handled 89 cases. Saved 2193 'wait days' for members, estimating just over \$1 million in OT savings.

Amount	Budget Account
Expense \$ 85,000	# 1970-35121-22200-54103-99999
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	O'BERG, JULIE
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

Distribution List

David Reeves (signer) dreeves@readyrebound.com	James Mastrocola jmastrocola@readyrebound.com
Julie O'Berg joberg@spokanecity.org	Fire Accounting fireaccounting@spokanecity.org
Kevin Schmitt kschnitt@spokanecity.org	Sue Raymon sraymon@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	05/06/2024
Submitting Department	Fire
Contact Name	Julie O’Berg
Contact Email & Phone	joberg@spokanecity.org 509-625-7001
Council Sponsor(s)	<u>CM Dillon, CM Cathcart & CM Navarette</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal with Ready Rebound for treatment of Orthopedic injuries
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Ready Rebound creates integrated, comprehensive and personalized health and performance programs for SFD Members following injuries. The program targets recovery and provides resources and initiatives that support an improved process of management and prevention of injury. The single source service solutions help reduce injury related costs and streamline the management of injury treatment and rehabilitation.
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$85,000.00</u> Current year cost: \$85,000.00 Subsequent year(s) cost:	
Narrative: <u>Funded by 2024 recruit school budget as this year’s recruit school was pushed to 2025. In 2023 rebound handled 89 cases. Saved 2193 ‘wait days’ for members, estimating just over \$1 million in OT savings.</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Currently how the Fire budget is constructed, this contract is not sustainable, but the department is working towards identifying a future funding source.	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Ready Rebound provides SFD with a ‘dashboard’ to review impact of the program. This dashboard meets HIPPA requirements and does not report status of disparity delivery. The program is available to all current and retired members, families and non-uniformed personnel.	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?



CITY OF SPOKANE
FIRE DEPARTMENT

PERSONAL SERVICES AGREEMENT

Title: ORTHOPEDIC REHABILITATION

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **READY REBOUND, INC.**, whose address is PO Box 8282, Carol Stream, Illinois 60197, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Orthopedic Rehabilitation to Spokane Fire Department in accordance with Company's Statement of Work dated April 8, 2024, which is attached as Attachment B and made part of this Agreement. In the event of a conflict between the Company and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2024, and shall run through December 31, 2024, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION / PAYMENT.

Total compensation for Company's services under this Agreement shall not exceed **EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00)**, plus tax if applicable, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

8. INSURANCE.

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage.

It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. DEBARMENT AND SUSPENSION.

The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98 (see Exhibit A).

10. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

11. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Company performing the same or similar services at the time the services under this Agreement are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

16. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the

breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

READY REBOUND, INC.

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certification Regarding Debarment

Exhibit B – Company’s Agreement/Statement of Work dated April 8, 2024

EXHIBIT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

EXHIBIT B



AGREEMENT/STATEMENT OF WORK (SOW)

by and between

**Ready Rebound, Inc. , a Delaware company
and the City of Spokane (“Client”)**

Dated: April 8, 2024

Ready Rebound *Recover*

Introduction. Ready Rebound, *Recover* is dedicated to creating an integrated, comprehensive, and personalized health and performance program for Client. Ready Rebound’s innovative solutions will add value to the job for Client’s employees through implementation of programs targeting job preparation and recovery as well as provide resources and initiatives that support an improved process of management and prevention of injury. Ready Rebound’s research and clinical expertise will create integrated single-source service solutions for Client that will help reduce injury-related costs, streamline the management of injury treatment and rehabilitation, and lead to the implementation of a sustainable and efficient evidence-based health, fitness, and performance programming. This innovative program will lead to the discovery of new information, knowledge, and possibly tools that provide data and outcome driven metrics to improve the quality of life for a city worker, both during his/her career and post-retirement.

Project Description. The strategic phases of this project will begin with an initial period of consultative assessment that will inform the development of strategic research initiatives and implementation of targeted programs and practices. Our short-term goals include (a) creating an awareness and understanding for the added value that Ready Rebound brings to the individual employee, (b) identifying gaps in knowledge and practices that, if closed, will improve health of Client’s employees, and (c) establish an injury management system that rewards the employee and employer through efficiency, reduced costs, and reduced time lost.

Deliverables: Ready Rebound will provide a team of experts and professionals who are licensed as physical therapists and athletic trainers, credentialed in advanced assessment of movement and strength and conditioning, trained in cutting edge technology and software, and established educators and researchers. The Ready Rebound team will work with Client to:

1. Establish and implement a network-based system for management of the treatment of orthopedic injury. Achieving this milestone will involve:
 - a. Full Assessment and determination of best practice for implementation of the Network based on workers compensation laws, HIPAA, and practice acts in the State of Washington;
 - b. Selection of physicians (orthopedic and primary care) and physical therapists or athletic trainers for the Network;
 - c. Implementation of Ready Rebound software for current employees; and
 - d. Access to the Ready Rebound Network will be allowed for Client’s employees, current and future retired employees, and their immediate family members.
2. Development of outcome metrics. Achieving this milestone will involve:
 - a. Ready Rebound will work with the Client Representative (as identified below) to obtain data necessary to build a metric model (i.e., days lost, # of injuries, body part, injury type, dollars spent on health claims, dollars spent on “backfill”, participation in healthy initiatives); and

- b. Develop predictive/proprietary algorithm(s) for determination of # of injuries/lost days and the cost benefits of the collective and individual programs (such models and algorithms may require three (3) years of data in order to obtain a sample size large enough to create a valid and reliable metric).

Implementation Timeline. Access to Ready Rebound shall commence on January 1, 2024. Education is dependent on the City administration’s timely response to all critical deliverables, including contract signatures, sharing integration data, and supporting Ready Rebound in training of its members.

Fees. Total Fees due and payable for the Services performed during each term will be payable in full on the Term Start.

Members: 309

TERM	TERM START DATE	TERM END DATE	FEEES
1	1/1/2024	12/31/2024	\$85,000.00

All payments can be mailed to:

Ready Rebound, Inc.
 PO Box 8282
 Carol Stream, IL 60197-8282

Billing Contact:

Name: _____
 Email: _____
 Telephone Number: _____

Terms and Conditions. This SOW adopts and incorporates by reference Ready Rebound’s standard terms and conditions. Notwithstanding anything to the contrary contained in or incorporated into any other document executed between the parties, the terms and conditions shall apply to this SOW and any subsequent orders, agreements, or SOWs and shall govern the relationship between the parties, unless there is a specific exception to the terms and conditions outlined in such agreement.

1. Applicability. These terms and conditions of purchase (these “**Terms**“) are the only terms which govern the purchase of the services (“**Services**“) by client set forth in the Proposal (“**Client**“) from Ready Rebound, LLC (“**Service Provider**” and together with Client, the “**Parties**“, and each a “**Party**“). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the services covered hereby, these Terms shall prevail to the extent they are inconsistent with those terms and conditions. The accompanying Statement of Work, and these Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.
2. Services. Service Provider shall provide to Client the Services set out in one or more statements of work or proposals to be issued by Client and accepted by Service Provider (each, a “**Statement of Work**“). Additional Statements of Work shall be deemed issued and accepted only if signed by the Service Provider and the Client, appointed pursuant to Section 1 and Section 4.1, respectively.
3. Service Provider Obligations. Service Provider shall:
 - 3.1 Designate employees that it determines, in its sole discretion, to be capable of filling the following positions:

- (a) A primary contact to act as its authorized representative with respect to all matters pertaining to these Terms (the “**Service Provider**”).
 - (b) A number of employees that it deems sufficient to perform the Services set out in each Statement of Work, (collectively, with the Service Provider, “**Provider Representatives**”).
- 3.2 Make no changes in Provider Representatives except:
 - (a) Following notice to Client.
 - (b) Upon the resignation, termination, death or disability of an existing Provider Representative.
- 4. Client Obligations. Client shall:
 - 4.1 Designate one of its employees to serve as its primary contact with respect to these Terms and to act as its authorized representative with respect to matters pertaining to these Terms (the “**Client**”), with such designation to remain in force unless and until a successor Client is appointed.
 - 4.2 Require that the Client respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.
 - 4.3 Cooperate with Service Provider in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.
 - 4.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Service Provider’s provision of the Services.
- 5. Fees and Expenses.
 - 5.1 In consideration of the provision of the Services by the Service Provider and the rights granted to Client under these Terms, Client shall pay the fees set out in the applicable Statement of Work. Unless otherwise provided in the applicable Statement of Work, said fee will be payable within thirty (30) days of receipt by the Client of an invoice from Service Provider.
 - 5.2 Except for invoiced payments that the Client has successfully disputed, all late payments may be subject to interest rates permissible under applicable law. Client shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Client fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.
- 6. Limited Warranty and Limitation of Liability.
 - 6.1 Service Provider warrants that it shall perform the Services:
 - (a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and these Terms.
 - (b) Using personnel of commercially reasonable skill, experience, and
 - (c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
 - 6.2 Service Provider’s sole and exclusive liability and Client’s sole and exclusive remedy for breach of this warranty shall be as follows:
 - (a) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client’s written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 9.
 - 6.3 Service provider makes no warranties except for that provided in section 6.1, above. All other warranties, express and implied, are expressly disclaimed.
- 7. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other

confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) in and to all documents, work product and other materials that are delivered to Client under these Terms or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the “**Deliverables**”) except for any Confidential Information of Client or Client materials shall be owned by Service Provider. Service Provider hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services.

8. **Confidentiality.** From time to time during the Term, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”), information that is treated as confidential by the Disclosing Party, including but not limited to all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” (“**Confidential Information**”); provided, however, that “Confidential Information” does not include any information that:

- (a) is or becomes generally available to the public other than as a result of Receiving Party’s breach of this Section 8;
- (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information;
- (c) was in Receiving Party’s possession prior to Disclosing Party’s disclosure hereunder; or
- (d) was or is independently developed by Receiving Party without using any Confidential Information.

During the Term and for the twelve (12) months thereafter, the Receiving Party shall:

- (a) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- (b) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms; and
- (c) not disclose any such Confidential Information to any person or entity, except to the Receiving Party’s Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under these Terms.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party’s sole cost and expense, a protective order or other remedy. For purposes of this Section 8 only, Receiving Party’s Group shall mean the Receiving Party’s affiliates and its or their employees, officers, members, managers, attorneys, accountants, and financial advisors.

9. **Term, Termination, and Survival.**

9.1 These Terms shall commence as of the date of the first Statement of Work and shall continue thereafter for a period of three (3) years unless sooner terminated pursuant to Section 9.2 or Section 9.3 (the “**Initial Term**”), and shall automatically renew for additional one (1) year terms (each a “**Subsequent Term**” and together with the Initial Term, the “**Term**”), unless either Party notifies the other at least ninety (90) days prior to the expiration.

9.2 Either Party may terminate these Terms, effective upon written notice to the other Party (the

“Defaulting Party”) if the Defaulting Party:

- (a) Materially breaches these Terms, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.3 Notwithstanding anything to the contrary in Section 9.2(a), Service Provider may terminate these Terms before the expiration of these Terms on written notice if Client fails to pay any amount when due hereunder and such failure continues for ten (10) days after Client’s receipt of written notice of nonpayment.

9.4 Termination for Non-Appropriation. After the first full year of this Agreement, Customer may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year. To invoke termination under this Section, the Customer’s staff responsible for the management of this Agreement must use good faith efforts to secure the appropriate funds for the next year’s fees, and provide written notice of the non-appropriation 90 days before the anniversary of the Effective Date. Customer may not terminate for non-appropriation if it acquires similar products or services or requests a proposal for similar products or services.

9.5 In the event these Terms are terminated prior to the end of the Term, Client shall within ten (10) days after the effective date of termination, refund to Service Provider any costs or expenses paid by the Service Provider as of the date of termination for the Service, plus the fees for such Service up to and including the date of termination on a pro-rated basis based on the percentage of completed Services.

9.6 The rights and obligations of the Parties set forth in Section 5 and in Sections 7, 8, 9.4, 9.5, 10, 23 and 24, and any right or obligation of the Parties in these Terms which, by their nature, should survive termination or expiration of these Terms, will survive any such termination or expiration of these Terms.

10. Indemnification.

10.1 Service Provider shall defend, indemnify, and hold harmless Client and its officers, directors, employees, agents, successors, and permitted assigns from and against all losses arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of Service Provider or Service Provider Personnel; and
- (b) Service Provider’s breach of any representation, warranty, or obligation of Service Provider set forth in these Terms.

10.2 Client shall defend, indemnify, and hold harmless Service Provider and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the negligent or willful acts or omissions of Client; and
- (b) Client’s breach of any representation, warranty, or obligation of Client in these Terms.

10.3 The party seeking indemnification hereunder shall promptly notify the indemnifying party in

writing of any action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent. The indemnified party's failure to perform any obligations under this Section 10.3 shall not relieve the indemnifying party of its obligations under this Section 10.3 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

11. Limitation of Liability.

11.1 In no event shall service provider be liable to client or to any third party for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not service provider has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

11.2 In no event shall service provider's aggregate liability arising out of or related to these terms, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amounts paid or payable to service provider pursuant to the applicable statement of work.

11.3 The exclusions and limitations in Sections 11.1 and 11.2 shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property);
- (b) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Confidentiality);
- (c) a party's indemnification obligations under Section 10 (Indemnification);
- (d) damages or other liabilities arising out of or relating to a party's negligence, willful misconduct, or intentional acts;
- (e) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions; and
- (f) a party's obligation to pay attorneys' fees and court costs in accordance with Section 15.

12. Entire Agreement. These Terms, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between these Terms and the terms and conditions of any Statement of Work, these Terms shall supersede and control.

13. Notices. All notices, requests, consents, claims, demands, waivers and other communications under these Terms (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at such address set forth in the Statement of Work, (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 13.

14. Force Majeure.

14.1 No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of these Terms,

when and to the extent such failure or delay is caused by or results from the following force majeure events (“**Force Majeure Events**”): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of these Terms; (f) action by any governmental authority; (g) national or regional emergency; or (h) other similar events beyond the reasonable control of the party affected by the Force Majeure Event. The affected party shall give notice within five (5) business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

14.2 During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

14.3 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

15. Remedies. Each Party acknowledges that a breach by a Party of Section 7 (Intellectual Property) or Section 8 (Confidentiality), may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in these Terms to the contrary. If any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to these Terms, the prevailing Party shall be entitled to recover its attorneys’ fees and court costs from the non-prevailing Party.

16. Consent for Use of Likeness. Client hereby consents to any and all uses and displays by Service Provider of the client logo, client name, and photos of mutually agreed upon training sessions and meetings in, on, or in connection with, any pictures, photographs, audio or video recordings, digital images, websites, social media, television programs, sales and marketing brochures, books, magazines, publications, and all other forms of media throughout the world (collectively, the “Materials”) created by, or at the direction of, the Service Provider at any time during or after the Term of this Agreement, for any legitimate business purposes of the Service Provider (“Permitted Uses”). Client acknowledges that Client has no right to review or approve any Materials before any Permitted Use by the Service Provider and that Provider has no liability to Client for any editing or alteration of the Materials for any Permitted Use or for any distortion or other effects resulting from Service Provider’s editing, alteration, or use of the Materials for any Permitted Use. Client hereby forever releases the Service Provider and its owners, directors, officers, employees, and agents, to the maximum extent permitted by applicable law, from any and all claims, actions, damages, losses, costs, expenses, and liability of any kind, arising under any legal or equitable theory whatsoever at any time during or after the Term of this Agreement, in connection with the Permitted Use of the Materials, including, without limitation, claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy, violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction.

17. Severability. If any term or provision of these Terms are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of these Terms are invalid, illegal or unenforceable, the remainder of these Terms shall be unenforceable. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify these Terms to affect the original intent of the Parties as closely as possible in order that the transactions

contemplated hereby be consummated as originally contemplated to the greatest extent possible.

18. Amendments. No amendment to or modification of or rescission, termination or discharge of these Terms is effective unless it is in writing and signed by an authorized representative of each Party.

19. Waiver. No waiver by any Party of any of the provisions of these Terms shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20. Assignment. Client shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under these Terms without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 20 shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under these Terms. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Client's consent.

21. Successors and Assigns. These Terms are binding on and inure to the benefit of the Parties to these Terms and their respective permitted successors and permitted assigns.

22. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Client being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in these Terms shall give the Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Client's final approval and shall be subject to the Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. These Terms benefit solely the Parties to these Terms and their respective permitted successors and assigns and nothing in these Terms, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

24. Choice of Law. These Terms and all related documents including all exhibits attached hereto, and all matters arising out of or relating to these Terms, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Wisconsin, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin.

25. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to these Terms, including all exhibits, schedules, attachments and appendices attached to these Terms, and all contemplated transactions, in any forum other than the United States District Court – Eastern District of Wisconsin or, if such court does not have subject matter jurisdiction, the courts of the State of Wisconsin sitting in Milwaukee County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in United States District Court – Eastern District of Wisconsin or, if such court does not have subject matter jurisdiction, the courts of the State of Wisconsin sitting in Milwaukee County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

26. Waiver of Jury Trial. Each party acknowledges that any controversy that may arise under these terms, including exhibits, schedules, attachments, and appendices attached to these terms, is likely to involve

complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to these terms, including any exhibits, schedules, attachments or appendices attached to these terms, or the transactions contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed on the day and year of the first above written. No portion of this SOW may be reproduced, duplicated, or revealed in any manner without the prior written consent of READY REBOUND, INC.

READY REBOUND:

Ready Rebound, Inc.

By: _____
David Reeves, Chief Executive Officer

CLIENT:

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



License Information:

[New search](#) [Back to results](#)

Entity name: READY REBOUND, INC.

Business name: READY REBOUND, INC.

Entity type: [Profit Corporation](#)

UBI #: 604-855-332

Business ID: 001

Location ID: 0001

Location: Active

Location address: 311 E CHICAGO STREET
SUITE 500
OFC
MILWAUKEE WI 53202-5896

Mailing address: 311 E. CHICAGO STREET
SUITE 500



Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Kirkland General Business - Non-Resident				Active	Jan-31-2025	Feb-24-2023
Poulsbo General Business - Non-Resident				Active	Jan-31-2025	Apr-06-2022
Puyallup General Business - Non-Resident				Active	Jan-31-2025	Mar-25-2022
Spokane General Business - Non-Resident				Active	Jan-31-2025	Feb-06-2023
Tumwater General Business - Non-Resident	R-018219			Active	Jan-31-2025	Feb-23-2023
Vancouver General Business - Non-Resident				Active	Aug-31-2024	Aug-30-2023



Governing People May include governing people not registered with Secretary of State

Governing people

Title

REEVES, DAVID

Registered Trade Names

Registered trade names

Status

First issued

READY REBOUND, INC.

Active

Feb-15-2024

The Business Lookup information is updated nightly. Search date and time:
3/26/2024 10:38:44 AM

Contact us

How are we doing?
Take our survey!



Don't see what you expected?
Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Table with PRODUCER (Robertson Ryan - Milwaukee), CONTACT NAME (Christine Blasingame), INSURER(S) AFFORDING COVERAGE (Selective Insurance Company of America, Hartford Fire Insurance Company, BERKLEY REGIONAL INSURANCE COMPANY, Coalition Insurance Solutions Inc).

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Professional/E&O, and Cyber Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) MONOPOLISTIC STATES OF ND, OH, WA, AND WY ARE EXCLUDED FROM WORKERS COMPENSATION COVERAGE WORKERS COMPENSATION POLICY INCLUDES WASHINGTON STOP GAP LIABILITY AS REQUIRED BY WRITTEN CONTRACT, ANY PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ON A PRIMARY & NONCONTRIBUTORY BASIS WITH RESPECT TO THE GENERAL LIABILITY. AS REQUIRED BY WRITTEN CONTRACT, A WAIVER OF SUBROGATION APPLIES ON THE GENERAL LIABILITY AND WORKERS COMPENSATION. 30 DAY NOTICE OF CANCELLATION EXCEPT 10 DAYS FOR NONPAYMENT

CERTIFICATE HOLDER

CANCELLATION

Table with CERTIFICATE HOLDER (City of Spokane) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE signature).

BUSINESSOWNERS LIABILITY ENHANCEMENT
(INCLUDING BUSINESSOWNERS COMMON POLICY
CONDITIONS AMENDMENTS)

BUSINESSOWNERS
BP 72 47 09 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The sections of the above form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part** apply to a loss, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the above form apply unless modified by the endorsement.

The following changes are made to **SECTION II — LIABILITY, A. Coverages, 1. Business Liability:**

A. SUPPLEMENTARY PAYMENTS

Sub-Paragraphs **1.(b)** and **1.(d)** of Paragraph **f. Coverage Extension — Supplementary Payments** are replaced by the following:

(b) Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$1,000 a day because of time off from work.

B. EXCLUSIONS

The following changes are made under Paragraph **B. Exclusions:**

1. NON-OWNED AIRCRAFT

Exclusion **g. Aircraft, Auto Or Watercraft** does not apply to any aircraft, not owned or operated by any insured that is hired, chartered or loaned with a crew paid by a party other than an insured.

If the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

2. NON-OWNED WATERCRAFT

Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 60 feet long; and

(b) Not being used to carry persons or property for a charge.

With respect to Paragraph **(a)** above, any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent.

If the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

3. PERSONAL AND ADVERTISING INJURY CONTRACTUAL EXCLUSION AMENDMENT

Sub-paragraph **(4)** of Exclusion **p. Personal And Advertising** is replaced by the following:

(4) For which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

4. DAMAGE TO PREMISES RENTED TO YOU

a. The last paragraph under Paragraph **1. Applicable to Business Liability Coverage** is replaced by the following:

00000FS 2552607 420

Exclusions **c., d., e., f., g., h., i., k., l., m., n. and o.** in **SECTION II — LIABILITY** do not apply to damage by fire, lightning, explosion or water release to premises rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Paragraph **D., Liability And Medical Expenses Limits Of Insurance** in **SECTION II — LIABILITY.**

- b. Sub-paragraph **3.** of Paragraph **D., Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or temporarily occupied by you with the permission of the owner is the Damage To Premises Rented To You limit shown in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the highest Damage To Premises Rented To You limit shown in the Declarations.

- c. Sub-paragraph **a.** of Definition **9.** "Insured contract" in Paragraph **F. Liability And Medical Expenses Definitions** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

5. MEDICAL PAYMENTS FOR NON-FOR-PROFIT MEMBERS

Sub-paragraph **a.** of Paragraph **2. Applicable to Medical Expenses Coverage** is replaced by the following:

- a. To any insured, except "volunteer workers" and "not-for-profit members".

C. WHO IS AN INSURED

Subject to the **Primary And Non-Contributory Provision** set forth in this endorsement, Paragraph **C. Who Is An Insured** is amended to include as an additional insured:

1. BLANKET ADDITIONAL INSUREDS - AS REQUIRED BY CONTRACT

- a. **Owners, Lessees or Contractors / Architects, Engineers and Surveyors**

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

(2) Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph (1) above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (a) Your acts or omissions; or
(b) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph 1., above.

However, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
(b) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph (1) above are completed.

b. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

(1) Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability from "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(2) Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in that premises.

(3) Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

(4) Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

(5) State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (a)** Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or
- (b)** The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - (i)** The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes drive-ways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (ii)** The construction, erection or removal of elevators; or
 - (iii)** The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **b.(2)** through **b.(4)**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

2. BROAD FORM VENDORS COVERAGE

Subject to the **Primary And Non-Contributory Provision** set forth in this endorsement, Paragraph **C. Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of a vendor's business, but the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement; but this exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;

- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, or part of an ingredient of any other thing or substance by or for the vendor; but this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage".

3. NOT-FOR-PROFIT ORGANIZATION MEMBERS AS ADDITIONAL INSURED

If you are an organization other than a partnership, joint venture or a limited liability company and you are a not for profit organization, **Who Is An Insured** is amended to include as additional insureds your officials, trustees, board members, insurance managers and "not-for-profit members" but only with respect to their liability for your activities or activities they perform on your behalf.

4. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However,

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. This coverage does not apply if the newly formed or acquired organization's coverage is excluded either by the provisions of this Policy or by endorsement; and
- c. This coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- d. This coverage does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as Named Insured in the Declarations.

D. INCIDENTAL MALPRACTICE

Sub-paragraph 2.a.(1)(d) of Paragraph C. **Who Is An Insured** is replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services. This also does not apply to "bodily injury" caused by cardiopulmonary resuscitation or first aid services administered by a co-"employee".

E. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Paragraphs a. and b. of Paragraph E. **LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**, Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** will not apply until after the "occurrence", or offense, or claim or "suit" is known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation;
- (d) Your members, managers or insurance manager, if you are a limited liability company; or
- (e) Your elected or appointed officials, trustees, board members or your insurance manager if you are an organization other than a partnership, joint venture or limited liability company.

F. DEFINITIONS

Paragraph F. **Liability And Medical Expenses Definitions** is amended as follows:

1. MENTAL ANGUISH

(This provision does not apply in New York.)

Definition 3. is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time. (In New York, mental anguish has been determined to be "bodily injury.")

2. TEMPORARY WORKERS AS EMPLOYEES

Definition 5. is replaced by the following:

- 5. "Employee" includes a "leased worker" and a "temporary worker".

3. MOBILE EQUIPMENT

(This provision does not apply in the states of New York or Virginia.)

Paragraph f.(1) of Definition 12. does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

4. DISCRIMINATION

(This provision does not apply in New York.)

A. The following is added to Definition 14.:

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" is:

- a. Not done by or at the direction of:
 - (1) The insured; or
 - (2) Anyone considered an insured under Paragraph C. **Who Is An Insured**;
- b. Not done intentionally to cause harm to another person.
- c. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
- d. Not arising out of any "advertisement" by the insured.

B. The following definition is added:

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
 - c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.
- It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

This provision does not apply if "personal and advertising injury" coverage is excluded either by the provisions of this policy or by endorsement.

5. NOT FOR PROFIT MEMBERS

The following definition is added:

"Not for profit members" means a person(s) who is a member of a not for profit organization, including clubs and civic organizations who receive no financial or other compensation.

G. SECTION III — BUSINESSOWNERS COMMON POLICY CONDITIONS — Amendments

1. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph **C. Concealment, Misrepresentation Or Fraud:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy or during the policy period in connection with any additional hazards, we shall not deny coverage under this policy based upon such failure.

- 2. Paragraph **G. Liberalization** is replaced by the following:

G. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

3. Primary and Non-Contributory Provision

The following is added to Paragraph 2. of Condition **H. Other Insurance:**

- c. This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. The following is added to Paragraph 2. of Condition K. Transfer Of Rights Of Recovery Against Others To Us:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

- 1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
- 2. Such person or organization is an additional insured on your policy; or
- 3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract."

This amendment only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/06/2024**Committee Agenda type:** Consent**Date Rec'd**

4/23/2024

Clerk's File #

OPR 2024-0380

Renews #**Cross Ref #**

ORD C36493

Council Meeting Date: 05/20/2024**Submitting Dept**

FIRE

Project #**Contact Name/Phone**

LANCE DAHL (509)625-7005

Bid #**Contact E-Mail**

IDAHL@SPOKANECITY.ORG

Requisition #

MASTER

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

1970 INTERAGENCY AGREEMENT WITH DNR

Agenda Wording

Spokane Fire would like to enter into a five-year Interagency Agreement with Dept of Natural Resources to use a portion of the awarded Community Wildfire Defense Grant from Dept of Natural Resources, not to exceed \$500,000 per year.

Summary (Background)

The City of Spokane Fire Department was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Department of Natural Resources to reduce wildfire risk within the City. The department would like to use a portion of this grant by entering into a five-year Interagency Agreement with WA State Dept of Natural Resources that will not exceed \$500,000 per year. Dept of Natural Resources will allow fire crews to perform hazardous fuel reduction work on city-owned or managed land.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 2,500,000.00

Current Year Cost \$ 500,000.00

Subsequent Year(s) Cost \$ 500,000.00 annually

Narrative

The City has commitments from Avista Utilities (\$125,000 over 5 years) and Conservation Futures (\$50,000). Spokane Parks & Rec has committed \$50,000 for 2024 & 2025. Only grant and matching funds will be used to pay for this contract.

Amount**Budget Account**

Expense \$ 2,500,000

VARIOUS

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	O'BERG, JULIE
<u>Division Director</u>	
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

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Kevin Schmitt kschmitt@spokanecity.org	Fire Accounting fireaccounting@spokanecity.org
Thea Prince tprince@spokanecity.org	Sue Raymon sraymon@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	May 6 th , 2024
Submitting Department	Fire
Contact Name	Chief Lance Dahl
Contact Email & Phone	ldahl@spokanecity.org 625-7005
Council Sponsor(s)	<u>CM Dillon, CM Cathcart & CM Navarette</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	1970 – Interagency Agreement with DNR
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The City of Spokane Fire Department was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Department of Natural Resources to reduce wildfire risk within the City. The department would like to use a portion of this grant by entering into a five-year Interagency Agreement with Washington State DNR that will not exceed \$500,000 per year. DNR will allow fire crews to perform hazardous fuel reduction work on city-owned or managed land.
Fiscal Impact	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$2,500,000.00</u></p> <p> Current year cost: \$500,000</p> <p> Subsequent year(s) cost: \$500,000.00 annually</p> <p>Narrative: <u>Original grant award in the amount of \$1,878,000 with a 25% match required (\$375,000) over a grant period of 5 years. The City has partnered with external partners and has commitments from Avista Utilities (\$125,000 over 5 years) and Conservation Futures (\$50,000). Furthermore, Spokane Parks & Rec has committed \$50,000 for years 2024 & 2025. These funds will be used towards the 25% match requirement. Contract is setup for \$500,000 per year in the event future grants are awarded to SFD with similar scopes of work. Only grant and matching funds will be used to pay for this contract.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? During the second round of the grant application, the City will request to waive the match requirement based on Spokane’s lower economic status as compared to the national average.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) The match requirements for the first two years will be paid by Avista Utilities and Spokane Parks & Rec. Years 3-5 match to be paid by SFD unless the match is otherwise waived.</p>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work aligns with sustaining a healthy wildland-urban interface using best forest health practices. It will also help ensure lower-intensity fires in these treated areas.



**INTERAGENCY AGREEMENT
DEPARTMENT OF NATURAL RESOURCES (DNR)
NO. 93-106762**

PI: 214
Funding Source: State
Grant Funded: Yes No
OMWBE: Not Applicable
Procurement method: Exempt, Department of Enterprise Services, Sole Source Contract Policy No. POL-DES-140-00, Section 5, Item 2, RCW 39.26.125(10)

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as DNR, and the City of Spokane Fire Department, hereinafter referred to as SFD.

DNR and SFD enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

City of Spokane Fire Department
44 W. Riverside Ave
Spokane, WA 99201
Phone: 509-625-7000
Email: njeffries@spokanecity.org
WA State UBI Number: 328-013-877
Federal Taxpayer Identification Number: 916001280
Statewide Vendor # (SWV): SWV0003387 50

IT IS MUTUALLY AGREED THAT:

1.0 Purpose. The purpose of this Agreement is to provide DNR fire crews to perform hazardous fuel reduction work on city-owned and/or managed land.

2.0 Scope of Work. The DNR shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Exhibit A – Scope of Work.

3.0 Period of Performance. The period of performance under this contract will be from April 1, 2024, or date of execution, whichever is later, through March 31, 2029.

4.0 Payment. The parties estimate that the cost of accomplishing the work will not exceed \$500,000 Thousand Dollars (\$) annually. Pay for services shall be based on the rates and terms described in Exhibit B – Budget.

5.0 Billing Procedures. DNR shall submit invoices quarterly. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

Each DNR invoice submitted to SFD shall include information needed by SFD to determine the exact nature of all expenditures and completed work. At a minimum, each DNR invoice shall specify the following:

- A. Agreement number 93-93-106762.
- B. The billing period and documentation of the actual project work delivered.
- C. The total number of hours worked for each employee including the DNR crew supervisor.
- D. Additional cost (such as equipment rental, if any).
- E. The total amount of taxes (if any).
- F. Any other relevant information.
- G. The total invoice charges.

6.0 Records Maintenance. DNR shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by DNR in providing the services. These records shall be available for inspection, review, or audit by personnel of the SFD, other personnel authorized by the SFD, the Office of the State Auditor, and federal officials as authorized by law. DNR shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

7.0 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be ‘works for hire’ as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned

equally DNR and SFD. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

8.0 Independent Capacity. The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

9.0 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

10.0 Termination for Convenience. Either party may terminate this Agreement upon 30 calendar days' prior written (including email) notice to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11.0 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing (including email).

12.0 Disputes. If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third party dispute resolution as the parties mutually agree to in writing.

13.0 Governance. This contract is entered into by the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable federal statutes and rules;
- (2) State of Washington statutes and regulations
- (3) Scope of Work; and

- (4) Any other provisions of the agreement, including materials incorporated by reference.

14.0 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

15.0 Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party’s rights may only be waived through a written amendment to this agreement.

16.0 Harassment. Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment: https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf

17.0 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

18.0 Responsibilities of the Parties/Indemnification. Each party to this Agreement hereby assumes responsibility for claims and/or damages to person and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm or corporation not a party to this Agreement.

19.0 Insurance. The parties to this Agreement are self-insured government entities. Each party shall be responsible for losses, claims, injuries, and other damages for which it is found liable.

20.0 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

21.0 Contract Management.

CONTRACTOR Contract Manager	DNR Contract Manager
Thea Prince City of Spokane 915 N. Nelson Street Spokane, WA 99202 <i>Phone</i> : 509-625-6403 <i>Email address</i> : tprince@spokanecity.org	Pat Ryan Department of Natural Resources 225 S. Silke Rd Colville, WA 99114 <i>Phone</i> : 509-244-7064 <i>Email address</i> : pat.ryan@dnr.wa.gov

CONTRACTOR Project Manager	DNR Project Manager
Nick Jeffries City of Spokane Fire Department 44 W. Riverside Ave Spokane, WA 99201 <i>Phone</i> : 509-625-7139 <i>Email address</i> : njeffries@spokanecity.org	Steve M. Harris Department of Natural Resources 225 S. Silke Rd Colville, WA 99114 <i>Phone</i> : 509-244-7064 <i>Email address</i> : steven.harris@dnr.wa.gov

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF SPOKANE

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**

<hr/> Signature	<hr/> Date	<hr/> Signature	<hr/> Date
<hr/> Name		<hr/> Pat Ryan	
<hr/> Title		<hr/> NE Region Manager	
<hr/> Address		<hr/> 225 S. Silke Rd Colville, WA 99114	
<hr/> Telephone		<hr/> 509-684-7474	
		<hr/> Telephone	

SCOPE OF WORK

DNR shall provide fire fighters from Northeast Region under the supervision of DNR Wildfire and Forest Health Technicians to perform labor-intensive work on specific City or Spokane, SFD, projects located on lands managed by City of Spokane and/or adjoining partner lands within Spokane County, in the State of Washington. The general scope of work includes but is not limited to the following:

- Fire fuel reduction work.
- Pre-commercial thinning, to include hazard abatement when required.
- Tree felling, limbing, bucking to length and debris removal (including chipping if requested).

If requested by SFD, DNR will initially rent and pay for any agreed to and/or required specialized equipment necessary to complete the project safely and efficiently. DNR will recover these incurred expenses from SFD via the invoicing procedure specified in Section 5.0 and Exhibit B of this Agreement. An example of a DNR incurred expense is a woodchipper in which the cost of the rental, routine maintenance, insurance and fuel shall ultimately be the responsibility of SFD. These rental costs and fees, less taxes, will not exceed the maximum dollar value specified in Section 4.0 of this Agreement.

BUDGET

DNR shall submit invoices quarterly following any quarter in which billable work is performed and can be charged. Billings for reimbursement will be based on the direct costs of accomplishing the work, plus an established indirect rate. Invoices shall include the following:

- A. Agreement number, 93-106762.
- B. The billing period and documentation of the actual project work delivered.
- C. The total number of hours worked for each employee including the DNR crew leadership.
- D. Additional cost (such as equipment rental, if any).
- E. The total amount of taxes (if any).
- F. Any other relevant information.
- G. Indirect Charge rate of 31%.
- H. The total invoice charges.

For budgeting and planning convenience, the following are examples of a daily rate for one crew (actual charges will be based on the rates established in writing between the parties at the time the work is performed):

Mileage from agency assigned parking location(s) to work site (round trip) is 24-miles or less, assessed at DNR's current mileage rates at the time the work is performed (currently \$2.78). Multiplying the miles with the mileage rate results in a charge of approximately \$67.00 per day. Actual vehicle cost will be billed.

Firefighter pay will be calculated at the current maximum hourly rate of \$25.35 per hour plus benefits. A typical 10-hour workday with an 8-person crew would cost no more than \$2,636.40 per day. Firefighter cost billed is based on monthly salary amount. Actual costs will be billed.

Forestry supplies will be charged. This includes but is not limited to saw fuel, saw chain, bar oil, gloves, ear protection, eye protection, etc. The typical daily supply cost is about \$60.00. The actual cost of supplies will be billed.

Slash disposal equipment rental costs will be included. The typical rental for a tracked chipper is about \$405.00 per day including insurance, knife wear and tax. This is based on a monthly rental rate. The actual rental cost will be billed. The typical rental for a skid steer masticator is about \$800.00 per day including tooth wear and tax. Additional cost for fuel and grease will be added. The actual cost of the rental will be billed.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 05/06/2024

Committee Agenda type: Consent

Date Rec'd

4/22/2024

Clerk's File #

OPR 2024-0381

Renews #

Cross Ref #

Council Meeting Date: 05/20/2024

Submitting Dept

WATER & HYDROELECTRIC SERVICES

Project #

Contact Name/Phone

LOREN SEARL 509-625-7821

Bid #

Contact E-Mail

LSEARL@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

GREEN AREA MAINTENANCE INTERDEPARTMENTAL AGREEMENT

Agenda Wording

Interdepartmental agreement with Parks for Right of Way Areas.

Summary (Background)

In an effort to improve the service provided to our citizens, Public Works has reached a pilot agreement with Parks to transfer this effort to the Parks Department. This level of work is better in line with the knowledge and proficiency of the Parks Department and can lead to efficiency gains with only one department working in these areas.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 1,100,000.00

Current Year Cost \$ 1,100,000.00

Subsequent Year(s) Cost \$ 1,100,000.00

Narrative

This expense is already being funded by Public Works. This would move those expenses to Parks and use the current funds in Public Works. The fiscal impacts of this agreement are to cover the actual costs incurred by the Parks department to include labor, equipment, and materials used.

Amount

Budget Account

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

SEARL, LOREN

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

rrpenaluna@spokanecity.org

nrussell@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	
Submitting Department	Water & Hydro Electric
Contact Name	Loren Searl
Contact Email & Phone	625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Green Area Maintenance Interdepartmental Agreement
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Historically, the Water Department has maintained the Right of Way areas for Public Works, with the fiscal impacts split between Water, Wastewater, and Street Departments. In an effort to improve the service provided to our citizens, Public Works has reached a pilot agreement with Parks to transfer this effort to the Parks Department. This level of work is better in line with the knowledge and proficiency of the Parks Department and can lead to efficiency gains with only department working in these areas. It is further agreed that the fiscal impacts for this work would continue to be funded during this two-year pilot program from Public Works up to \$1,100,000 per year. Additional areas or funding that may be added to this program would be renegotiated with an agreement renewal.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: \$1,100,000 Subsequent year(s) cost: \$1,100,000 Narrative: <u>This expense is already being funded by Public Works. This would move those expenses to Parks and use the current funds in Public Works. The fiscal impacts of this agreement are to cover the actual costs incurred by the Parks department to include labor, equipment, and materials used.</u> Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Renewl of this agreement would include funding reviews. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

INTERDEPARTMENTAL AGREEMENT BETWEEN PUBLIC WORKS AND
PARKS & RECREATION DEPARTMENT REGARDING GREEN AREA
MAINTENANCE PILOT PROGRAM

THIS AGREEMENT is between the City of Spokane, Public Works Division, on behalf of the Water, Wastewater Management and Streets departments, located at Second Floor City Hall, 808 W. Spokane Falls Blvd, Spokane, Washington 99201, hereafter referred to as "Public Works" and the City of Spokane, Parks and Recreation Department, whose address is Fifth Floor City Hall, 808 W. Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "Parks".

WHEREAS, the City of Spokane ("City") owns and operates a Water-Wastewater Utility pursuant to chapter 35.67 RCW and other applicable laws. Public Works operates the Water-Wastewater Utility as a separate system and enterprise; and

WHEREAS, Public Works also manages the Street Department, which generally is responsible for managing the City's street system, which encompasses much of the public right of way; and

WHEREAS, Public Works has traditionally maintained open, non-developed, green areas located within the public right of way, including traffic medians, stormwater management facilities, and related facilities ("Green Areas"); and

WHEREAS, the City, through its Park Board, operates a Park and Recreation Department ("Parks") pursuant to the Spokane City Charter and manages thousands of acres of open/green space; and

WHEREAS, the Parks Department has expertise in managing and maintaining Green Areas and is well-suited to take on responsibilities for maintenance of Green Areas located within the right of way, gaining efficiencies of scale by consolidating this work with its regular park operations and maintenance activities; and

WHEREAS, currently there are hundreds of locations city wide that are designated Green Areas and are being maintained by various Public Works departments; and

WHEREAS, the City is committed to maintaining these spaces for the benefit of the citizens in the most cost-effective and efficient manner possible; and

WHEREAS, Public Works spends an inordinate amount of time to manage and maintain these Green Areas and its resources are better spent elsewhere; and

WHEREAS, coordination and consolidation of the individual Green Areas provides for efficiencies of scale and greatly benefits all Public Works Departments, to include Water, Wastewater, Streets and Parks Departments, along with the citizens of the City of Spokane; and

WHEREAS, the Parties have negotiated terms and conditions to transfer the responsibility for caring for these facilities to Parks, outlined herein:

NOW THEREFORE, the Parties mutually agree as follows:

1. PARTIES: The Parties understand they are all part of the same municipal corporation, and, though they operate as independent departments and divisions of the City and are subject to separate budgetary and legal requirements and procedures, they desire to reflect their relationship most efficiently through this Interdepartmental Agreement. The Public Works on behalf of Water, Wastewater and Streets is represented by the Director of Public Works. Parks is represented by the Park Board acting through the Parks Director.
2. PURPOSE: The purpose of this MOU is to establish the terms and conditions for:
 - 2.1 Establishing a maintenance program to maintain the Green Areas which are generally located within the public right of way to include without limitation program plan development, project management, mowing, clean up, weed control, tree care, edging maintenance, irrigation, etc.
 - 2.2 Green Areas are defined to include without limitation those areas which are generally open, non-developed, and green areas located within the public right of way, or contemporaneous to public right of way, including traffic medians, stormwater management facilities, and other such related facilities.
3. DURATION: This Interdepartmental Agreement shall be effective upon final signature and shall remain in effect through December 31, 2025. This period is considered a pilot period. Within six (6) months prior to expiration of the pilot period, the Parties agree to review the effectiveness of this Agreement and determine if a permanent agreement should be developed.
4. TERMS:

4.1 Parks will be responsible for maintenance of Green Areas pursuant to Attachment "A", to the extent the payment and resources provided by Public Works allows for the duration of this Agreement. In the event there are insufficient resources to cover the maintenance of the items in Attachment "A", the Parties will mutually agree in writing to the maintenance prioritization of the identified spaces.

4.2 Maintenance of Green Areas pursuant to Attachment "A" shall include without limitation the following: program plan development; project management, mowing, clean up, weed control, tree care, edging maintenance, fertilizing, landscaping, irrigation system maintenance, etc.

4.3 Public Works also agrees to pay for water used at Green Areas pursuant to Attachment "A".

4.4 New Green Areas which are constructed and intended to be maintained pursuant to this Agreement will be agreed to by both Parties, at which time, the Parties will determine whether there are any additional costs for maintenance. The list of locations contained in Attachment "A" shall be updated on at least an annual basis. Public Works will identify those locations at the project conception and upon completion provide Parks with written information.

4.5 Parks with the park planning department, will establish uniform standards for landscape commensurate with the area's intended use. Parks will work with Public Works to ensure that ongoing maintenance and operations are considered prior to project start of any new Green Areas that are intended to be added to Parks responsibility under this Agreement.

5. PAYMENT: As consideration for the terms outlined herein, the Parties agree that Public Works shall fund annually the sum not to exceed ONE MILLION ONE HUNDRED THOUSAND Dollars (\$1,100,000) for Parks to maintain the Green Areas listed in Exhibit "A". Any modification of this amount shall be in writing, signed by both Parties.

Parks will provide invoices to Public Works on a monthly basis to support this payment. On an annual basis, the Parties shall review, evaluate and adjust as necessary.

6. INDEMNIFICATION:

6.1 Public Works shall indemnify and hold harmless Parks, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement, except to the extent Parks, its employees and agents are determined to have acted negligently.

6.2 Parks shall indemnify and hold harmless Public Works, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement except to the extent Public Works, its employees and agents are determined to have acted negligently.

- 7. ENTIRE MOU: This MOU contains the entire understanding of the Parties, and there are no other promises or conditions in any other Agreement whether oral or written concerning the subject matter of this MOU. This MOU supersedes any prior written or oral MOU or arrangement between the Parties.
- 8. AMENDMENT: This MOU may only be modified or amended in writing, if the writing is signed by all Parties.
- 9. SEVERABILITY: If any portions of this MOU will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

DATED: _____

CITY OF SPOKANE
PUBLIC WORKS DIVISION

Director

CITY OF SPOKANE
PARKS & RECREATION
DEPARTMENT

Director

PARK BOARD APPROVED: _____
Date

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/06/2024**Committee Agenda type:** Consent**Date Rec'd**

4/24/2024

Clerk's File #

OPR 2024-0382

Renews #**Cross Ref #****Council Meeting Date:** 05/20/2024**Submitting Dept**

INFORMATION TECHNOLOGY

Project #**Contact Name/Phone**

MICHAEL 625-6468

Bid #

RFP 6030-23

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Requisition #

CR26260

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON BWILKERSON MCATHCART

Agenda Item Name

5300 PARADIGM SOFTWARE - IMPLEMENTATION, LICENSING & SUPPORT

Agenda Wording

Contract with Paradigm Software LLC (Cockeysville, MD) to provide Scalehouse Management Software in support of the City's Waste to Energy Department. Term is June 1, 2024, through May 31, 2025. First year cost is \$281,445.85, plus tax.

Summary (Background)

Paradigm Software LLC, to provide Scalehouse Management Software in support of the City's Waste to Energy Department. The City selected Paradigm Software through RFP #6030-23 Scalehouse Management System. This is a one-year contract with four (4) one-year renewal options. First year cost is \$281,445.85 plus tax which includes licensing, customization, training, and implementation of the software.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ \$281,445.85 plus tax

Current Year Cost \$ \$281,445.85 plus tax

Subsequent Year(s) Cost \$ \$43,011.00 plus tax

Narrative

This contract is for the replacement of the existing Scalehouse Software WeighMaster. This was selected via RFP #6030-23 Scalehouse Management System.

Amount**Budget Account**

Expense \$ 281,445.85 plus tax # 4490-44900-94000-56403

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

Jackie Barlow II -	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	Peggy Lund - klund@spokanecity.org
jsalstrom@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	May 6, 2024
Submitting Department	IT
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org 625-6468
Council Sponsor(s)	<u>CM Dillon, CP Wilkerson, CM Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Paradigm Software, LLC Implementation, Licensing & Support
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Paradigm Software LLC (Cockeysville, MD) provides Scalehouse Management Software in support of the City's Waste to Energy Department. The City selected Paradigm Software through RFP #6030-23 Scalehouse Management System. This is a one-year contract with 4 – 1 yr. renewal options. Total contract term is June 1, 2024 – May 31, 2025. First year cost is \$281,445.85 plus tax which includes licensing, customization, training, and implementation of the software.
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$281,445.85</u> Current year cost: \$281,445.85 plus tax Subsequent year(s) cost: \$43,011.00 Narrative: This contract is for the replacement of the existing Scalehouse Software WeighMaster. This was selected via RFP #6030-23 Scalehouse Management System. Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Yes Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
Not applicable – Software implementation, annual support & maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – Software implementation annual support & maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Not applicable – Software implementation annual support & maintenance

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Scalehouse Management software.



City of Spokane

CONTRACT

Title: **SCALEHOUSE MANAGEMENT SYSTEM**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **PARADIGM SOFTWARE, LLC**, whose address is 113 Old Padonia Road, Suite 200, Cockeysville, Maryland 21030, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE**. The Company will provide Scalehouse Management System Software Implementation, Licensing and Support in accordance with Company's Response to the City's Request for Proposal, attached as Attachment B, this Contract and the Platinum Support Services and Licensing Agreement, attached as Attachment C. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS**. The term of this Contract begins when fully executed by all parties and ends after one year following date of execution unless extended by written mutual agreement of the parties, or terminated earlier under termination provisions. This Contract may be renewed by agreement of the parties not to exceed four (4) additional one (1) year contract terms..
3. **COMPENSATION**. Compensation under this Contract shall not exceed **TWO HUNDRED EIGHTY-ONE THOUSAND FOUR HUNDRED FORTY-FIVE AND 85/100 DOLLARS (\$281,445.85)**, plus tax; for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT**. The Company shall send its invoice to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 or via email to itadmin@spokanecity.org. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. City may not assign, sell or otherwise transfer this Contract nor any of the rights hereunder without the prior, express written consent of Company.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

9. TERMINATION. Company may terminate this Contract upon the failure of City to perform or observe any covenant or obligation set forth herein, including, but not limited to, City's failure to pay fees and charges, provided Company has given City thirty (30) days prior written notice of the failure, and City has failed to cure such failure within such time. Upon termination, the City shall cease using the Software and shall return to Company or, at Company's option, destroy, the original and all copies of the Software, the Documentation and any other materials provided by Company. Upon termination, the obligations of City set forth in the paragraphs entitled "Scope," "Title and Ownership" and "Confidentiality" of the Platinum Support Services and Licensing Agreement shall survive termination. Company's rights of repossession may be enforced by Software disablement. City may terminate its obligations under this agreement at any time, with or without cause, upon providing thirty (30) days' written notice to Paradigm.

10. INSURANCE. During the term of the Contract, the Company shall maintain in force at its own expense, general liability insurance in the amount of \$1,000,000.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION.

Each party shall be responsible for any and all acts and omissions of its own agents, employees, officers, and independent contractors. Each party shall indemnify and hold harmless the other parties, their agents, officers and employees from any and all claims, damages, liability and demands of any kind, or suits in law or equity arising from the indemnifying party's intentional or negligent acts or breach of its obligations under this contract. Each party's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent act of the other party, its agency, officers, and/or employees.

Company's monetary liability for (a) any cause under or relating to support services shall in no event exceed the total of all amounts paid to company by city for platinum support services during the one (1) year period prior to the date on which any claim is made and (b) any cause under or

relating to licensing and system implementation shall in no event exceed the total of all amounts paid to company by city for software license fees.

12. DEBARMENT AND SUSPENSION. The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

13. SEVERABILITY

In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Contract and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work as documented in this Contract, along with all Agreements, Attachments, Addendum, Exhibits, the RFP, or the Company RFP Response, means that the Company shall perform the best general practice.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are

exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records. This Contract, including all Contract Attachments, will be subject to City of Spokane City Council approval process which is open to the public. Hence, Company accepts that all of these records are and will remain available to the public and posted to the City's public facing website and no RCW 42.56. public records request is required for City to make these records publicly available.

19. DISPUTES. DISPUTE RESOLUTION.

This Contract and any claim, cause of action or dispute arising out of, or related thereto, shall be governed by, and construed in accordance with, the laws of the State of Washington. Any dispute, claim or controversy arising out of, connected with, or relating to this Contract, or any use related thereto, will be submitted to the sole and exclusive jurisdiction of the competent court located in Spokane County, State of Washington. The 1980 United Nations Convention on Contracts for the International Sale of Goods, any state's enactment of the Uniform Computer Information Transactions Act, and the United Nations Convention on the Limitation Period in the International Sale of Goods, and any subsequent revisions thereto, do not apply to this Agreement.

PARADIGM SOFTWARE, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certificate Regarding Debarment

Attachment B – Company's Response to Request for Proposal

Attachment C – Platinum Support Services and Licensing Agreement

**ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

ATTACHMENT B

ATTACHMENT C

RFP 6030-23
Scalehouse Management System



PARADIGM
SOFTWARE

Closing
Monday, January 15, 2024
1:00PM (Local Time)

Submitted by
Paradigm Software, L.L.C.™
113 Old Padonia Road, Suite 200
Cockeysville, Maryland 21030
(410) 329-1300
Mr. Andrew Twigg
info@paradigmsoftware.com

Copyright 2024

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January 15, 2024

Carlos Plascencia
City of Spokane, WA
Purchasing Department

Subject: **RFP 6030-23 Scalehouse Management System**

To Whom It May Concern:

Paradigm Software, L.L.C. ("Paradigm"), an American owned and operated company, is pleased to submit the enclosed information for its industry standard CW6 solution to The City of Spokane, WA ("Client" or "City"), in accordance with the RFP mentioned above.

Paradigm has a 98% customer retention rate, and our first customer is still using the product today. With over 86% of our customer base in the public sector, we understand municipal business and have focused our attention on meeting the needs of municipalities. In addition, we know that municipalities across the country do business differently and our software can adapt and be configured to meet and, in most cases, exceed the business requirements.

Paradigm will comply with all terms and conditions set forth in the Request for Proposal, unless otherwise agreed by the city.

Paradigm agrees to work with the City of Spokane to develop a mutually beneficial agreement.

Our contact information for this RFP Response is:

Andrew Twigg

andrew.twigg@paradigmsoftware and info@paradigmsoftware.com

113 Old Padonia Road, Suite 200, Cockeysville, MD 21030

Phone (410) 329-1300

We would be happy to give a full demonstration of the solution for your staff. We look forward to a long-lasting business relationship. If you should have any questions, please feel free to contact us.

Regards,



Mr. Jackie Barlow II
President / Chief Operating Officer

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1.0 Technical Proposal

A. Paradigm understands that joint development of implementation, maintenance, training, and support plans will result in a successful installation. With this Paradigm understands the necessary items from the Implementation and Support section as outlined in the RFP and have also submitted a conceptual implementation plan in our response. Paradigm and the client will work together to develop final plans upon award. Paradigm recommends implementing the software first and then adding any unattended operations. This approach will provide the staff time to acclimate to the software and then add the additional features.

Conceptual Implementation Plan Requirements

Paradigm will be involved in all steps of the implementation from project award, to go-live and post go-live. We are a phone call away for any urgent issues and will respond promptly. The normal service time is immediate for phone calls with an outside time of less than 30 minutes. After-hours service is immediate for phone calls with an outside time of less than 30 minutes. The design of our after-hours support always allows for a specialist to be available with additional support staff available to assist in the remote chance that two clients call in for support at the same time. Paradigm understands the requirements of the RFP for the client's facilities.

Following contract finalization, Paradigm envisions a kick-off meeting in order to lay out the groundwork for the project. In addition, Paradigm will provide a Statement of Work (SOW) for each party to work from to complete the project.

CW6 is a highly customizable software package that has the flexibility to be configured to conform to the policies and practices of each client. After the contract award, Paradigm will work with the client to complete a facility survey document that will serve as a project implementation plan and will describe all pertinent business practice information of the client. This document will serve as the guide for configuring CW6 software. This is a great opportunity for our clients to look at their current business practices and get advice on potential improvements to their approach. A Paradigm assigned implementation specialist will set up and configure all data files before arriving on site. This will allow the specialist to concentrate on software installation and testing, training, and solution fine-tuning during their time on-site. The time on-site is designed to get the staff proficient in the use of the software and begin the process of transitioning from the old to the new software. Paradigm has read the RFP regarding a plan of action for the implementation of our product. We feel that the project plan listed in this section is a great starting point and agree that a mutually agreed upon plan will be developed by the client and Paradigm.

Paradigm utilizes a systematic approach using the following tools to manage, control, and supervise the project:

- Microsoft Project is utilized to identify tasks, milestones, responsibilities, and timelines for the project.
- Paradigm's facility survey is used to gather necessary information required for setup.
- Paradigm's internal Support Database is used to enter and track the status of any programming items and setup tasks. From this database, punch lists and sign-off

sheets can be created and managed to ensure all functional requirements are completed and working as expected. Once live, the Support Database is used to manage the on-going use of the application.

- Paradigm’s web site allows clients to enter support requests and track statuses of any support incident or task created to better manage the project as well.

B. Paradigm understands and expects minor obstacles during the implementation; however, our knowledgeable team will be able to work through those. The installation team has access to programmers and management during all phases of the implementation and will work closely to ensure a seamless cutover.

Project Management Work Breakdown Structure

The time frame to implement the proposed solution will depend on several factors as mentioned in the scope of work and based on the method in which the client would like to implement the solution. CW6 has an all-inclusive executable; therefore, all software will be installed with a single installation. This is a sample Implementation Plan. Paradigm will work with the client to develop a final document.

WBS	Task Name	Duration	Start	Finish	Predecessor
0	CW6 Implementation	103.25 days	4/1/2024	8/24/2024	
1	Project Initiation	37 days	4/1/2024	5/24/2024	
1.1	Project Start	1 day	4/1/2024	4/4/2024	
1.2	Introduction Email from VP of Implementation	1 day	4/4/2024	4/5/2024	2
1.3	Review Contract documents	1 day	4/6/2024	4/7/2024	4
1.4	Knowledge Transfer from BD to Implementation [Milestone #1]	1 day	4/7/2024	4/8/2024	5
1.5	Introduction Email, requesting kickoff meeting	1 day	4/8/2024	4/11/2024	6
1.6	Kickoff Meeting [Milestone #2]	1 day	4/11/2024	4/12/2024	7
1.7	Lane Design and Hardware Layout Review	1 day	4/12/2024	4/13/2024	8
1.8	Order Hardware [Milestone #3]	30 days	4/8/2024	5/20/2024	6
1.9	XXXX to provide remote access	1 day	5/20/2024	5/23/2024	10
1.1	XXXX to complete Facility Survey	1 day	4/11/2024	4/12/2024	7
1.11	Facility Survey Review [Milestone #5]	1 day	4/12/2024	4/13/2024	12
1.12	Visio Diagram/Documentation [Milestone #6]	1 day	4/13/2024	4/14/2024	13
1.13	XXXX to provide mapping specs for conversion of data	1 day	4/12/2024	4/13/2024	12
1.14	Development of data conversion mapping	1 day	4/13/2024	4/14/2024	15
1.15	Collect Data (Develop Specifications for Development) [Milestone #7]	1 day	5/23/2024	5/24/2024	11
1.16	Review Conversion INI Tool Results [Milestone #9]	1 day	4/14/2024	4/15/2024	16
1.17	Create Version 6 Database and Folder Structure [Milestone #8]	1 day	4/15/2024	4/18/2024	18
1.18	Ticket Design [Milestone #18]	1 day	4/18/2024	4/19/2024	19

1.19	Reports [Milestone #21, #22, #23]	1 day	4/18/2024	4/19/2024	19
1.2	Copy Customer folder to R:	1 day	4/19/2024	4/20/2024	21
1.21	Initial Data Load of Setup Tables – Partial Historical Data Conversion [Milestone #10]	1 day	4/18/2024	4/19/2024	15,19
1.22	Transaction Scenario Guide [Milestone #13]	1 day	4/19/2024	4/20/2024	23
2	Testing	29 days	4/19/2024	5/30/2024	
2.1	Assemble and Configure Hardware [Milestone #16]	1 day	5/20/2024	5/23/2024	10
2.2	Deliver Initial (Dev) Environment	3 days	4/19/2024	4/22/2024	23
2.2.1	Core Installation of Dev Environment [Milestone #11]	1 day	4/19/2024	4/20/2024	23
2.2.2	AR and Aging/Posting [Milestone #24]	1 day	4/20/2024	4/21/2024	29
2.2.3	WeighPay Configuration Install [Milestone #20]	1 day	4/21/2024	4/22/2024	30
2.3	Remote Training Project Team [Milestone #15]	1.25 days	4/22/2024	4/25/2024	
2.3.1	Remote <i>WeighStation</i> ™ Training	2 hrs	4/22/2024	4/22/2024	28
2.3.2	Remote CW6 Training	2 hrs	4/22/2024	4/22/2024	33
2.3.3	Remote Reporting Training	2 hrs	4/22/2024	4/22/2024	34
2.3.4	Remote Actg Training	2 hrs	4/22/2024	4/25/2024	35
2.3.5	Remote Admin/IT Training	2 hrs	4/25/2024	4/25/2024	36
2.4	XXXX to test/evaluate the dev environment	10 days	4/25/2024	5/9/2024	32
2.5	XXXX Approval of Development Environment	1 day	5/9/2024	5/10/2024	38
2.6	Ship Hardware	5 days	5/23/2024	5/30/2024	27
3	Prepare for Go Live	19 days	5/10/2024	6/6/2024	
3.1	Implementation Work Plan [Milestone #26]	1 day	5/10/2024	5/11/2024	39
3.2	XXXX Approval of Workplan	1 day	5/11/2024	5/12/2024	42
3.3	Deliver Prod Environment	1 day	5/10/2024	5/11/2024	
3.3.1	Core Installation of Prod Environment [Milestone #12]	1 day	5/10/2024	5/11/2024	39
3.3.1.1	MSMQ Configuration [Milestone #17]	1 day	5/10/2024	5/11/2024	
3.3.1.2	E-mail Configuration [Milestone #19]	1 day	5/10/2024	5/11/2024	
3.3.1.3	Batch Report Creation	1 day	5/10/2024	5/11/2024	
3.3.1.4	Configure Hardware	1 day	5/10/2024	5/11/2024	
3.3.1.5	Database Maintenance Task [Milestone #27]	1 day	5/10/2024	5/11/2024	
3.4	Book Travel for Training Trip/Update Implementation Schedule [Milestone #25]	1 day	5/12/2024	5/13/2024	43
3.5	On Site Training	5 days	5/27/2024	6/3/2024	51
3.5.1	<i>WeighStation</i> ™ Training	1 day	5/27/2024	5/30/2024	51FS+10 days
3.5.2	CW6 Office Training	1 day	5/30/2024	5/31/2024	53
3.5.3	Reporting Training	1 day	5/31/2024	6/1/2024	54
3.5.4	Actg Training	1 day	6/1/2024	6/2/2024	55

3.5.5	Admin/IT Training	1 day	6/2/2024	6/3/2024	56
3.6	Book Travel for Go Live Trip/Update Implementation Schedule	1 day	6/3/2024	6/6/2024	52,40
4	Go Live	6 days	6/20/2024	6/28/2024	
4.1	Go Live Prep and Final Steps Prior to Go Live [Milestone #28]	1 day	6/20/2024	6/21/2024	58FS+10 days
4.2	Go Live [Milestone #29]	5 days	6/21/2024	6/28/2024	60
4.3	Final Historical Transaction Data Conversion (Milestone #30)	1 day	6/23/2024	6/24/2024	61SS+2 days
5	Project Closeout	41 days	6/28/2024	8/24/2024	
5.1	POST Installation Checklist [Milestone #31]	1 day	6/28/2024	6/29/2024	61
5.2	Knowledge Transfer from Install to Support [Milestone #32]	1 day	6/29/2024	6/30/2024	64
5.3	Install Manager Post Go Live Follow Up [Milestone #33]	1 day	8/9/2024	8/10/2024	61FS+30 days
5.4	Introduction to Support Department [Milestone #34]	1 day	6/30/2024	7/1/2024	65
5.5	Business Development Follow Up [Milestone #34]	1 day	8/23/2024	8/24/2024	61FS+40 days

Paradigm anticipates that a final implementation plan will be developed mutually as part of the contract negotiations. Paradigm has performed many installations where the process has been all at once, broken down into many steps with separate installs for separate locations and with phased in sites one at a time. Paradigm will work with the client after award to identify gaps that need to be addressed.

Implementation Milestone Detail

1. Milestone 1 – Knowledge Transfer from Business Development (BD) to Implementation

- Meeting with BD to obtain information during the sales/agreement phase.
- Review the Agreement and set the following in CLIENT record:
 - Set Version Number
 - Set Site, Licensing and Module information
 - Set WeighPay information
- Add any Milestone entries for specific modules, customizations or interfaces which need to be documented and installed during the implementation.

2. Milestone 2 – Project Management Meeting (Kickoff/Status/Updates/Etc.)

- Schedule and perform kickoff meeting.
- Provide CLIENT with incident spreadsheet outlining these Milestones.
- Provide blank Facility Survey for CLIENT to complete.
- Introduce CLIENT to our website to track incidents.
- Provide CLIENT with current hardware/software requirements PDF.
- Discuss and confirm hardware to be provided by PARADIGM to CLIENT.

PARADIGM will be responsible to:

1. Initiate a kick-off meeting which will include a site survey with the CLIENT Project Team to review and confirm the CLIENT requirements. This will include confirmation

and verification of the hardware the CLIENT will need to acquire (if any) to deploy the Software within the CLIENT's environment.

2. Leverage the existing CLIENT infrastructure in place and be able to integrate with the existing environment as described. This includes providing the CLIENT with general requirements for electrical and communication connections for each equipment location included in the project.
3. Provide a Testing Plan for the testing of the Scale House Software Solution in the CLIENT's environment, including a list of CLIENT staff positions that should be involved in the testing which will also be provided to the CLIENT Project Manager for acceptance; however, notwithstanding, the CLIENT shall determine the final Test Plan and Acceptance criteria to be used for Acceptance Testing
4. Determine the dates for which the requirements identified as "Customizations", and which were priced in the Agreement will be available based upon mutual agreement.
5. Establish the work efforts and the resources necessary for the Project.
6. Develop a detailed Implementation Plan subsequent to assessing the technical requirements and describe all activities and Milestones over the duration of the Project and include specific activities, schedules, resources, and Milestones for the implementation (the "Implementation Plan"). This Implementation Plan will be delivered within ten (10) business days of the execution of the Agreement.
7. Provide a detailed role-based Training Plan for the CLIENT's users of the Scale House Software Solution and CLIENT's staff assigned to support the application; the Training Plan will be delivered to the CLIENT Project Manager for acceptance.
8. Purchase, configure and install all hardware provided by PARADIGM as listed on Exhibit B in this Agreement.

CLIENT will be responsible to:

- (1) Provide PARADIGM with a copy of the database from the current system for conversion requirements (if applicable).
- (2) Provide PARADIGM with the appropriate technical resources and information to be used to create the CLIENT's database.
- (3) Review, comment and if acceptable, approve the hardware specifications.
- (4) Ensure that PARADIGM has access to the minimum starting configuration of software and hardware as agreed upon and confirmed by the CLIENT for installing and configuring the Scale House Software Solution.
- (5) Review, comment on and if acceptable, approve the Training Plan. Develop a detailed Testing Plan that will be used for Acceptance Testing.
- (6) Provide Notice of Acceptance with respect to the approved Milestones.

3. Milestone 3 – Order Hardware

- CLIENT to order any hardware as necessary to support the Scale House Software Solution. PARADIGM to provide Minimum/Recommended System Requirements.
- Create a checklist to ensure all hardware, cables, adapters, etc. are ordered/included.

4. Milestone 4 – Intentionally Deleted

5. Milestone 5 – Facility Survey Review

- PARADIGM and CLIENT to review completed survey.

6. Milestone 6 – Vision Diagram/Documentation

- CLIENT to provide images/pictures of facility(ies).
 - Scale house
 - Scale lanes
 - Site
- PARADIGM will create Visio diagram of the following:
 - Title page
 - Device legend
 - Overhead satellite view
 - Building layout
 - Hardware diagram
 - System architecture
 - Birds-eye view
 - Paradigm Distributed Messaging
 - Unattended

7. Milestone 7 – Collect Data

- CLIENT to provide database/data/reports (Database Backups from prior system if SQL. Otherwise, if old system can dump data out into Excel files or CSV files for analysis and import. Gather Reports, information on hardware, etc.).

8. Milestone 8 – Create Version 6 Database and Folder Structure

- PARADIGM will use DBUpdate6 to create CW6 Database and Folder Structure.
- CLIENT to inform PARADIGM on which version of SQL will be used.

9. Milestone 9 – Intentionally Deleted

10. Milestone 10 – Initial Data Load of Setup Tables – Partial Historical Data Conversion

- PARADIGM will analyze current data and create specifications for programmers to convert the critical setup tables and, if in contract, historical transactions.
- Discuss with CLIENT the plan if setup data will be loaded again in the future. At some point, clients will likely have to add accounts/setup information in current and CW6 prior to Go-Live if substantial configuration within CW6 has taken place that we can't overwrite.

PARADIGM will be responsible to:

- (a) Provide the full system Implementation Plan with timelines and Milestones.
- (b) Create conversion scripts or routines from sample data provided by the CLIENT.
- (c) Review with the CLIENT and rectify sample data script conversion errors until CLIENT Acceptance of the converted data.
- (d) Perform data conversion(s) as needed and load onto the target platform.
- (e) Install the Scale House Software Solution at the CLIENT facility in accordance with the full system Implementation Plan.
- (f) Install and configure the hardware on the required lanes.

CLIENT will be responsible to:

- (a) Provide sample data as required.
- (b) Review the data mapping document, if such document is necessary.

- (c) After the data conversion, review and assist in determining cause of data errors after the scripts are run and assist PARADIGM in correcting the errors.
- (d) Agree to a data freeze in accordance with the mutually agreed upon Cutover Plan and subsequent to that freeze enter data into the system using the PARADIGM application once the Scale House Software Solution is accepted.
- (e) Make sure CLIENT Personnel, space and other resources are available for Scale House Software Solution deployment to all CLIENT Sites.
- (f) Make sure all wiring, electrical, cabling, conduit, bollards, etc. are in place for installation of the hardware.
- (g) Review Scale House Software Solution Documentation.

11. Milestone 11 – Test Environment Milestone

- PARADIGM and CLIENT will create a Test Environment for Pre and Post Go-Live Support, Training and Testing.
- Benefits of Having a Test Environment:
 - Allows the CLIENT to test any update provided by PARADIGM resulting from a new solution feature, enhancement, and/or bug fix in a controlled, isolated environment without jeopardizing the production environment. The CLIENT can use the Transaction Scenario Guide as a test script to review their various scenarios at their own pace to ensure the software is operating as expected.
 - Allows CLIENT's new employees to practice with the software during any orientation phase of their employment to provide the ability to learn how to use the solution in a controlled environment.
 - Allows CLIENT's existing employees to test any of the thousands of software setting switches within the solution to see desired behavior from the point of initial data capture, through reporting, and eventually posting to a test financial solution. These processes can be tested as often as required to ensure all is working as expected.

PARADIGM will be responsible to:

Prior to performing the Final Acceptance Testing of the whole Scale House Software Solution, preliminary acceptance testing in the CLIENT Test Environment, will be completed by the CLIENT (with assistance provided by PARADIGM) as a proof of concept. The acceptance of the Test Environment will be based on the following criteria:

- (a) Deliver and install software and hardware for the CLIENT.
- (b) Successful acceptance test of all required and proposed functions.
- (c) Successful demonstration that the Solution's performance and capacity meets the CLIENT's requirements; and in accordance with PARADIGM's documentation.
- (d) Preliminary training of users. The testing period will include:
 - a. Collect the required information on all loads entering and leaving the CLIENT's facility.
 - i. Correction of all errors or failures in hardware, software, configuration, customization, interfaces, or conversion.
 - ii. Modifications to required Documentation.

CLIENT will be responsible to:

- (a) Review and approve the draft acceptance test proof of concept document.
- (b) Execute, review and approve acceptance test results.
- (c) Provide a Notice of Acceptance with respect to the approved Milestones.

12. Milestone 12 – Production Environment Milestone

- PARADIGM and CLIENT will create a Production Environment for both the office and various site servers/workstations that will be using the software.

13. Milestone 13 – Transaction Scenario Guide and Documentation

- PARADIGM and CLIENT will create and supply a Transaction Scenario Guide with detailed scenarios for testing and training.
- The guide is critical for CLIENT user acceptance testing, training for Go-Live, training for future employees, and test script for future updates.
- PARADIGM will supply CLIENT with electronic CW and WS Training guides and manuals.

PARADIGM will be responsible to:

- (a) Review and identify out of the box and customizable functionalities.
- (b) Document integration point(s) and interface(s) requirements.
- (c) Review the sample data provided by the CLIENT and develop data conversion plan for data migration.
- (d) Prepare a draft acceptance test plan for the CLIENT's review and consideration.
- (e) Install the Scale House Software Solution on the CLIENT's Test Environment.
- (f) Configure and customize the Scale House Software Solution to meet the requirements of the Agreement.
- (g) Test the Scale House Software Solution on the CLIENT's Test Environment.
- (h) Assist the CLIENT in conducting its preliminary acceptance test.
- (i) Make any corrections as identified during the preliminary acceptance test until all errors are fixed.

CLIENT will be responsible to:

- (a) Provide PARADIGM with details surrounding any customizable functionalities.
- (b) Review of the PARADIGM recommended preliminary acceptance test plan and development of the CLIENT's preliminary acceptance test plan.
- (c) Review and approve the data migration plan.
- (d) Provide a Notice of Acceptance with respect to the approved Milestones.

14. Milestone 14 – Programmer Liaison Meeting

- PARADIGM to assign Programmer Liaison if necessary.
 - Implementation Specialist will do a short presentation to the programmer to discuss any open programming issues or concerns and in conjunction with the Implementation Manager.

15. Milestone 15 – Remote Training

- PARADIGM to provide CLIENT with any remote training as identified in the Agreement.
 - Train on adhoc reporting and to recreate client reports prior to going onsite.
 - Run through CW6 Training with Key personnel to ensure on-site training goes smoothly and all scenarios are covered.

16. Milestone 16 – Configure Hardware

- PARADIGM and CLIENT to test and configuration of hardware provided in the Agreement.

- PARADIGM and CLIENT to test and configuration of hardware (such as printers, scales, etc.).

17. Milestone 17 – Paradigm Distributed Messaging Configuration (if purchased)

- PARADIGM to successfully install and test Paradigm Distributed Messaging prior to on-site arrival.

18. Milestone 18 – Ticket Setup and Review

- CLIENT to provide PARADIGM with desired ticket layouts.
- PARADIGM to create desired ticket layouts.
- CLIENT to confirm/approve ticket layouts.

19. Milestone 19 – Email Configuration

- CLIENT to provide PARADIGM with Email credentials and mail relay information.
- PARADIGM will configure Email within the software.
- CLIENT will test Email configuration.

20. Milestone 20 – WeighPay Configuration (if purchased)

- PARADIGM and CLIENT to discuss and review processes to determine how they process currently and how they want to process in the future based on the Agreement.
- Hardware – PARADIGM and CLIENT to confirm any hardware that is to be provided by bank/middleware and verify cabling requirements.
 - If the devices are network devices, ensure site has enough ports on switch and wall jacks/cabling requirements as necessary.
- PARADIGM to document Middleware/Gateway, and Processor.
- CLIENT to provide responses to the following questions (additional questions may be necessary):
 - Does CLIENT do pre-authorizations?
 - Does CLIENT use Store and Forward?
 - Does CLIENT require signatures?
 - Does CLIENT let operators perform voids/refunds?

21. Milestone 21 – Custom Report Review

- CLIENT to provide reports that are to be created within CW6.
- PARADIGM to determine if reports can be created in Ad-hoc or if Custom Reports must be created (Custom Reports may incur an additional cost if not included in the Agreement).
- PARADIGM and CLIENT will discuss any custom reports needed as specified and agreed to in new Agreement.
- PARADIGM to ensure canned crystal reports are copied over in the interim until latest reports are included with install.

22. Milestone 22 – Ad-hoc Report Conversion/Creation

- CLIENT to provide reports that are to be created within CW6.
- PARADIGM to train CLIENT on the creation of Ad-hoc Reports.

23. Milestone 23 – Batch Report Creation

- CLIENT to provide PARADIGM reports that are to be included in Batch (Scheduled) Reports.

24. Milestone 24 – AR and Aging/Posting

- If Posting to a third-party accounting package:
 - CLIENT will provide export file requirements.
 - PARADIGM will develop custom export to third-party accounting package per requirements.
- If using PARADIGM's AR and Aging:
 - CLIENT will provide Invoice and Statement layouts.
 - CLIENT will provide any reports (credit memo, debit memo, payment, aging, etc.).

25. Milestone 25 – Book Travel

- PARADIGM Tech to meet with Implementation Manager to verify and confirm substantial completion of required Milestones.
- Transaction Scenario Document must be completed and reviewed thoroughly with CLIENT and a majority of the Milestones should be fully completed.
- Schedule and confirm on-site installation dates with CLIENT.
- PARADIGM to book travel arrangements at minimum two (2) weeks prior to on-site days.

Milestone 26 – Installation Work Plan

- PARADIGM to present CLIENT with the specific schedule of the events that will occur while on-site.
- CLIENT to approve installation work plan.

26. Milestone 27 – Database Maintenance Task

- PARADIGM to configure and setup the Universal Service and scheduling PDTask6 to perform routinely scheduled maintenance and backups of the database.
- If CLIENT's DBA schedules their own backups, PARADIGM will work with DBA to ensure proper files are included.

27. Milestone 28 – Go-Live Prep – Purge Test Data and Final Steps Prior to Go-Live

- PARADIGM will review various tables and schemas that may need to be purged before Go-Live, as well as final steps/procedures to prepare for Go-Live.
- PARADIGM to perform file backup.
- Depending on the CLIENT's configuration, data may need to be reloaded after final test data purge.
- Examples of potential Tables that certain months or all data would need to be purged prior to Go-Live:
 - InsFunds tables
 - Z Out (Purge and Reload)
 - Trans table for the testing period
 - Hold Table (Hold.Trans)
 - Actg Batch table (If Using AR and Aging)
 - A2_Payment table (If using AR and Aging)
 - Offense Table (if using offenses)
 - CustomFreeUnits Trans (If Using Custom Free Units)
 - Purge History Schema (Use DBUpdate)

- Purge Audit Logs (Use DBUpdate)
- Reset Sequence Numbers
- To prevent issues of the office editing recent tickets after Go-Live that may not exist at a site's database, it is recommended to load 3 months of transactions prior to Go-Live. (Please note that if there are multiple sites/instances of the software/database, these steps will need to occur for each instance.)

28. Milestone 29 – Go-Live

- PARADIGM and CLIENT will participate in this Milestone to cutover from the current solution to CW6.

29. Milestone 30 – Final Historical Transaction Data Conversion

- PARADIGM may need to reload most recent transactions up to Go-Live.
- PARADIGM will convert any additional historical transaction data as required per the Agreement.
- Setup tables should not be reloaded after Go-Live.

30. Milestone 31 – Post Installation Checklist

- PARADIGM will review Post Installation Checklist to ensure all items have been completed.
- PARADIGM will provide the Final Installation Note document to the CLIENT to assist him with understanding the transition from the Implementation Division to the Support and Services Division.

31. Milestone 32 – Knowledge Transfer from Implementation to Support and Services

After a full billing has occurred, the Implementation Specialist will present the details of the project to the Support and Services Division.

- Present the installation to the Support and Services Division. Show Visio, Transaction Scenario Guide, Photos, etc. and discuss overview of the installation.
- Review any special modules or customizations that were needed, as well as WeighPay and Posting Details.
- Discuss VPN tab to ensure techs know how to connect for support.
- Also discuss any open incidents (if applicable).
- All prerequisite Milestones must be closed prior to requesting the transfer.

32. Milestone 33 – Implementation Manager Post Go-Live Follow-Up

- PARADIGM's Implementation Manager will schedule a call with the CLIENT's primary contact to discuss the implementation. The purpose of this call is to provide a Quality Assurance check on how the implementation proceeded from start to finish. We will be ensuring our staff has met the expectations of the CLIENT and if there are any open items that need to be addressed.

33. Milestone 34 – Introduction to the Support and Services Manager

- Schedule call with Support and Services Manager, Lead Implementation Specialist and CLIENT's Primary Contact to introduce the Support and Services Manager and detail the support process to the CLIENT to ensure CLIENT is contacting support for support related issues going forward.

34. Milestone 35 – Business Development Follow-Up

- Task for Business Development to contact CLIENT's Primary Contact to perform a Quality Assurance assessment of the entire process from Start to Finish.

Client Responsibilities

Paradigm understands the requirements of the RFP for the client's facilities. During the contract finalization and software development phase of the project, the following participation is requested from the client:

- Purchasing and legal staff for contract negotiation.
- A designated project manager(s) for assistance with facility survey and software specification finalization.
- A network administrator for configuring the communication network.
- The scheduling of solution users for training.
- Solution acceptance tester to verify the readiness of the solution.
- Work area for Paradigm personnel to work when on-site.

While on-site the client participation necessary would be as follows:

- A designated project manager(s) for assistance with staff coordination and client contacts.
- A network administrator for configuration, troubleshooting, modifying the communication network.
- End Users for classroom and hands on training.
- Solution acceptance tester to verify the readiness of the solution.
- Work area for Paradigm personnel to work when on-site.

Testing / Development

Test / Development Environments

Paradigm highly recommends that the client setup a test environment that closely matches the production environment as much as possible. A test application/SQL server would be setup and as many client machines as necessary would be configured with the software to be used for the following functions:

Prior to Go Live, the Test Environment would be used for:

- Testing of initial product delivered
- Training for the various programs and modules used by the client, as well as end user, administrative and IT training
- Testing of any updates installed prior to Go Live involving bug fixes, solution enhancements, or solution upgrades

Once the client is Live, the Test Environment would be used for:

- Training for any new users
- Refresher training for existing users
- Testing of any new updates prior to installing into production environment

Solution Testing

Paradigm's approach to solution testing involves thoroughly reviewing the facility survey and working with client staff to ensure every transaction scenario that crosses the scale is setup and handled properly in the solution prior to training.

During training, Paradigm trainers will go over each unique scenario and ask the scale house operators to practice processing each of those scenarios. When possible, using a stack of tickets from the non-Paradigm system to enter into WeighStation™ helps operators to relate the process to the new solution and helps test the new solution to ensure information is storing and displaying properly and that fees are calculating correctly. During initial training though, we are more concerned with getting users familiarized with the process.

Paradigm recommends a parallel configuration to perform full solution testing and can work with the client to determine the location and duration of the parallel testing. At a minimum, Paradigm typically recommends doing one or more days of full parallel testing, including processing all transactions for the day and running as many reports as possible on that day to be able to compare tonnages and fees within all aspects of the solution. If reports do not match and one or more specific tickets did not duplicate correctly from prior system, either due to user error or a solution bug/configuration issue, we can void the incorrect tickets, re-enter those tickets, and re-run the reports to ensure tonnages and dollar values match. At that point, testing can be accepted, but the client and Paradigm can always discuss if additional parallel testing is needed to ensure client and Paradigm are confident with the solution.

Test Planning

The testing strategy is to train each user how to perform all of their daily processes, whether that be transaction processing for a scale house operator, truck or account management in the office, or debit memos/credit memos for an accountant. The test plan will involve various unit and parallel testing measures to ensure all processes can be successfully and accurately performed in the new solution. Paradigm and the client will unit test each module purchased by the client, further broken down by specific processes within certain modules or applications, again to ensure that each end user can perform all existing and new functionality that is required. Unit testing areas include:

- WeighStation™
 - Processing Transactions
 - Reports
 - Z-Out and End of Day Processes
 - Administrative Duties
- CompuWeigh
 - Account Edit
 - Truck Edit
 - Transaction Edit
 - Reporting
 - Posting
- Modules
 - A/R and Aging Module
 - Posting
 - Invoices
 - Debit Memos
 - Credit Memos

- Finance Charges
- Payments
- Aging
- Administrative Duties
- Unattended Module
- Message Queuing Module

Conceptual Training Plan

The following is a sample training plan for CW6. All training will be provided by Paradigm staff members. This training will occur in a testing environment that will be configured for use during implementation and post implementation. This test environment will allow a location to train new employees, new updates to the software and general functionality testing. Training will be provided for all needed users and can be performed remotely online, and users will be provided training materials/manuals.

Time (estimated)	Task
8:00 AM – 11:30 AM	Scale House Training: <ul style="list-style-type: none"> • Train Employees (Office Staff and Scale operators) on WeighStation™ Program • Enter Practice Tickets • Discuss Procedure for Running Parallel
12:30 PM – 3:30 PM	Office Training: <ul style="list-style-type: none"> • Train Employees (Office Staff) on CW6; Account Maintenance; Truck Maintenance; Transactions; Posting; Reporting; Security/User Rights
3:30 PM – 4:30 PM	Additional Time for Training: <ul style="list-style-type: none"> • Provide additional training sessions, as needed (CW, WS, Admin, or IT) • Review Game Plan for Go Live

Paradigm has developed a comprehensive training program to instruct the scale house operators in the use of WeighStation™ and users/management in the use of CW6. Paradigm's policy of transitioning from the client's current software and converting the truck and account data prior to the installation will allow the client the opportunity to be trained using their own account information. This will provide the users with the ability to train on familiar data and relate the training to day-to-day operations at their location. We have found this to be a great benefit for the users in the operation of the software, as this will help generate questions on how to handle certain situations pertaining to their responsibilities. The training sessions will be conducted over a designated period during which employees will utilize the current version of our standard operator's manual and perform hands on operation of CW6 at each level of responsibility. A schedule for training the client's personnel will be mutually agreed upon and every attempt will be made to coincide with current work schedules. Paradigm also has the capability of providing some initial training and/or demonstrations of the software via the internet. We utilize a Web Conferencing solution for this feature. The client would need access to a high-speed internet connection in order to utilize this option. Training guides and cheat sheets are provided within the training sessions. Paradigm believes training is critical to the overall success of the project. Training within the WeighStation™ program **generally** takes 3-4 hours of Paradigm Software, L.L.C.

classroom and hands-on exposure. Training in CW6 is based on the level of expected responsibility for the users and generally requires 2-3 hours' classroom and hands-on exposure. For comprehensive reporting, an additional 2-3 hours would be required. Our documentation manuals contain detail and specific processing information. Some of the tasks that the WeighStation™ users will learn are begin the application, sign-on and initialize the WeighStation™ program for daily operation; Access the various screens of the WeighStation™ program and execute the functions of each screen; Process user transactions by account, truck and/or residential user; Perform end-of-day processing. Some of the tasks that the CW6 users will learn are begin the application, sign-on and initialize CW6 for daily operations; Access the various screens of CW6 and execute the functions of each screen; Set up new accounts or modify existing accounts; Perform administrative account maintenance; Print management reports and create new ad hoc reports; Perform posting to accounting; Transfer files to the client's accounting application (if applicable); All accounts receivable and aging training (if applicable); Perform database maintenance and end-of-day procedures.

Some of the tasks that the WeighStation™ users will learn:

- Begin the application, sign-on and initialize the WeighStation™ program for daily operation,
- Access the various screens of the WeighStation™ program and execute the functions of each screen,
- Process user transactions by account, truck and/or residential user,
- Perform end-of-day processing.

Some of the tasks that the CW6 users will learn:

- Begin the application, sign-on and initialize CW6 for daily operations,
- Access the various screens of CW6 and execute the functions of each screen,
- Set up new accounts or modify existing accounts,
- Perform administrative account maintenance,
- Print management reports and create new ad hoc reports,
- Perform posting to accounting,
- Transfer files to the client's accounting application (if applicable),
- All accounts receivable and aging training (if applicable), and
- Perform database maintenance and end-of-day procedures.

Training Matrix

Paradigm can create a training matrix with the assistance of the Client's Project Manager to identify each member that needs training and the type of training that is needed. This can identify when the training is scheduled for this individual and when the training has been accomplished. Paradigm also recommends having a sign-in sheet for the training classes to identify that the member has attended the training session. A sample matrix is provided below.

Employee	Training Needed	Date of Class	Time of Class	Employee Attended	Employee Signature
Operator #1	WeighStation™	XX/XX/21	8:00 am		
Operator #2	WeighStation™	XX/XX/21	8:00 am		
Financial	CompuWeigh	XX/XX/21	1:00 pm		
	WeighStation™	XX/XX/21	8:00 am		
Manager	CompuWeigh	XX/XX/21	1:00 pm		
	WeighStation™	XX/XX/21	8:00 am		
IT	Administrator	XX/XX/21	2:00 pm		
Office/Clerical	CompuWeigh	XX/XX/21	1:00 pm		
	WeighStation™	XX/XX/21	8:00 am		

Conceptual Change Management Plan

On the following page is a sample change management plan for CW6. This plan identifies and explains the description and reason for the requested change, and the impact of the change on the project (either financially, process or both). Since the change can be a configuration, customization, or an additional module, Paradigm will identify and recommend to the client the appropriate implementation process. The change will be communicated between the project managers and implemented in the test environment to ensure the change is working properly prior to loading into the production environment. By implementing in the test environment, the day-to-day operation of the facilities will not be adversely affected if the change does not fully conform to the requirements of the client. With this process, any issues will be minimized and controlled within the test environment.

Change Request No: _____ Date: _____

System: _____ Scale House
Other

Is requested change to address a governmental requirement?

Yes No

If yes, please indicate which local/state/federal requirement and attach a copy of the requirement.

*Go to Page 2 and complete the Change Description, Reason, and Impact.
Leave the Request Disposition blank. Once form has been completed, send to Client Project Manager for review.*

Request Disposition (to be completed by Client Project Manager):

Change Request Denied/Deferred:

If denied/deferred, state reason:

Change Request Approved for Vendor Review:

Request Number: _____

Will the requested change affect the schedule?

Yes No Unknown

If yes, indicate how the schedule may be affected:

Approval Signatures:

Client Project Manager: _____ Date: _____

Printed Name: _____ Title: _____

Contractor Project Manager: _____ Date: _____

Printed Name: _____ Title: _____

Description of Requested Change: _____

Reason for the request:

Impact to the operation or system:

Any changes to the original scope of work that may have an impact on project costs or contract term will require the approval of the client via an amendment to the contract prior to beginning any work.

Risks, Constraints, and Underlying Assumptions

As with any software implementation there will be challenges along the way. We have a team of professionals that will work with the client to ensure the challenges are identified and corrected. We will require the client to provide the resources and expert team members surrounding your operation and how it functions in order to provide our team with the information necessary to implement the solution efficiently. Our processes have been proven time and time again to result in a positive implementation.

Post Go-Live Support

As per the requirements of the RFP, Paradigm has provided a detailed description of our support. Paradigm provides support in the daily use of the application, bug fixes and new releases of the application within version. Paradigm has also worked directly with clients to tailor a support Agreement that is specific to the requirements for that client. For example, we have a client that modified their Agreement to include an on-site visit each month to provide additional training, run updates, provide maintenance on the software and on unattended enclosures. The client and Paradigm work closely to develop an agenda for the site visit each month. In another instance, Paradigm provides a quarterly visit to the client's site to handle items like the monthly visit listed above. Paradigm has included a copy of our Standard Support Services Agreement in Section 1.4.8 – Paradigm's Sample Agreements of our Response. The Annual Support Cost which includes the daily use of the application, bug fixes and new releases of the application within version. Additional Support options can be negotiated upon request as mentioned above.

Paradigm offers our clients a comprehensive support program through our Standard Support Services Agreement. Our member support team is available from 7:00 a.m. to 7:00 p.m. Eastern Time, Monday through Friday, except holidays (which are currently New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day). Average response time during business hours is immediate and after hours is typically immediate, however, up to one hour for extreme circumstances. After-hours support is available for emergencies at no additional charge. Support can be reached by dialing (410) 329-1300. After hours, the message will instruct our clients to the extension of our specialist cellular phone. Paradigm offers the same level of support to all our clients and provide the same service and support attention to all clients alike. All clients of Paradigm are important and receive fair and equal treatment. Enhancements, updates, upgrades, and fixes are delivered through email, from our ftp site or via the mail on CD. Paradigm is continually making improvements to our software and a new update is usually available on a weekly basis. Clients can obtain these updates at any time via any of the above means. Any and all issues for support of the software are to be reported to Paradigm via telephone (410) 329-1300, fax (443) 275-2509 with a follow up call to ensure receipt, email support@paradigmsoftware.com with a follow up call to ensure receipt and coming in the future the ability to submit technical support issues from our website. Paradigm is constantly improving our support call tracking workflow to continue to provide outstanding support and service to our clients. We have implemented our new and improved website which includes a knowledge base, ftp site for updates, etc. We can utilize Remote Desktop applications such as LogMeIn Rescue, TeamViewer, VPN, etc. to provide efficient remote access technical support for our clients. Paradigm support staff maintains every support issue in an internal support tracking system. This allows for reporting and timely resolution tracking on per specialist and per client basis. Paradigm typically does not have outstanding bug fix issues. If a bug is reported it is usually fixed on the same day it is identified. Most outstanding items are client specific based on business rules for a specific site or a hardware/network

failure. On-site support is available if remote support is unable to resolve. 99.99% of all reported issues have been resolved remotely.

We have included our SLA in our sample agreement. We do not have any credit or chargeback components to our SLA.

Paradigm offers a variety of methods for support. We offer phone, email and website support (support). All support inquiries are tracked in our CRM system and available to the client for review online. We have included an example of our web support functionality on the following pages where you can track the status of your open requests. All software and hardware provided by Paradigm are included in the support of the solution and in the Agreement.

Incident Severity Ranking

Severities for all Incidents in which the Software is not operating as described in the Agreement, will be jointly classified by the CLIENT and PARADIGM under one of the following three classifications and according to their “severity ranking” impact on core areas of the Software function listed in the table below:

- (1) Displaying information to Operators
- (2) Capturing information from site peripherals
- (3) Acquiring / Storing information from the Software

Severity Ranking	Identification	Description
1	Emergency	Complete stop or major breach of the Software or Hardware ceases CLIENT operations for one or more users at a critical period. (Example: unable to process transactions, major failure, server shutdown, unable to start the application on multiple computers, a hardware failure that affects all operations, etc.).
2	High	Major problem that disrupts operations during working hours. A work around may be available to assist the client until the problem is resolved. Note: Issuing transaction tickets manually is not an acceptable work around; such a situation would be considered an incident with a severity ranking of “Emergency”. (Example: Application problem affecting multiple staff or core work processes, such as transaction processing, collecting charges for account clients or rate calculations).
3	Medium	Problem that impacts operations and requires resolution and has an acceptable workaround for the short term. (Example: A limited problem affecting only a few staff or minor work process but where a work around exists, such as rate settings for statutory holidays or administrative reporting).
4	Low	Minor problem or request for information from users. (Example: Configuration settings, requests for information purposes only, etc.).

5	Wish List	Suggestions for improvement, ideas or input from clients that would be considered for future updates or upgrades to the application.
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Response and Resolution Times

Severity Ranking	Response time	Corrective Plan	Required Outcome
1 Emergency	Respond immediately to the CLIENT or contact in the immediate hour of receiving the incident notification	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within four hours
2 High	Respond immediately to the CLIENT or contact within one hour of receiving the incident notification	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within one (1) business day, or as agreed to by the Contractor and CLIENT representative
3 Medium	Respond immediately to the CLIENT or contact within two business hours of receiving the incident notification	Establish plan to correct failure within twenty-four (24) hours	Return to normal operation within two (2) business days including weekends or as agreed to by the Contractor and CLIENT representative
4 Low	Respond immediately to the CLIENT or contact within one business day of receiving the incident notification	Establish plan to correct failure within forty-eight (48) hours	Return to normal operation within five (5) business days or as agreed to by the Contractor and CLIENT representative

Response Times Not Met - Required Actions

To the extent of the above-mentioned table, if an Incident is not fixed within the time periods specified in the “Required Outcomes” column of the table in Section 5.2 of this Addendum B and/or would have a noticeable and negative effect on the CLIENT’s operations, the CLIENT can escalate (Annex A) and address the problematic situation with the management team of PARADIGM to agree on a plan of corrective actions. As part of PARADIGM’s Service Level Monitoring, all incidents with a Severity Ranking of 1, 2, or 3 will automatically be escalated by PARADIGM to the designated PARADIGM and CLIENT management contacts listed in Annex A to this Addendum B.

Response Time Exceeded	CLIENT will contact Support and Services Manager to expedite response
Corrective Plan Time Exceeded	CLIENT will request Support and Services Manager to support problem diagnosis

PARADIGM Support and Services Hours of Service

Emergency Severity Incidents

PARADIGM offers telephone coverage 24x7x365 for **incidents with critical impact on operations, i.e. those with “Emergency” severity ranking as defined by the table in Section 5.1 of the Addendum B**, with response time for Emergency Incidents **within one** hour.

Other Incidents are worked per the following rules:

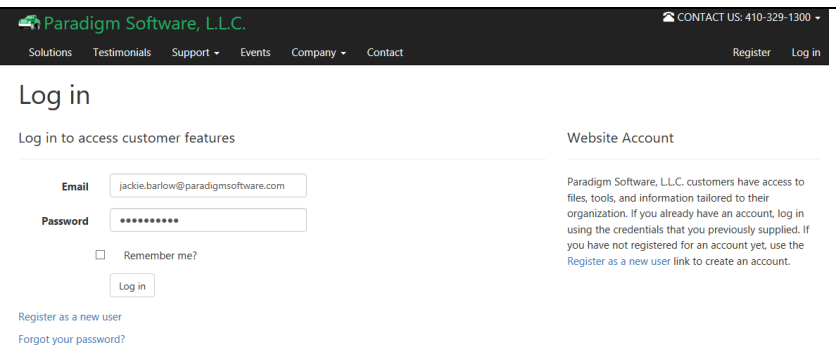
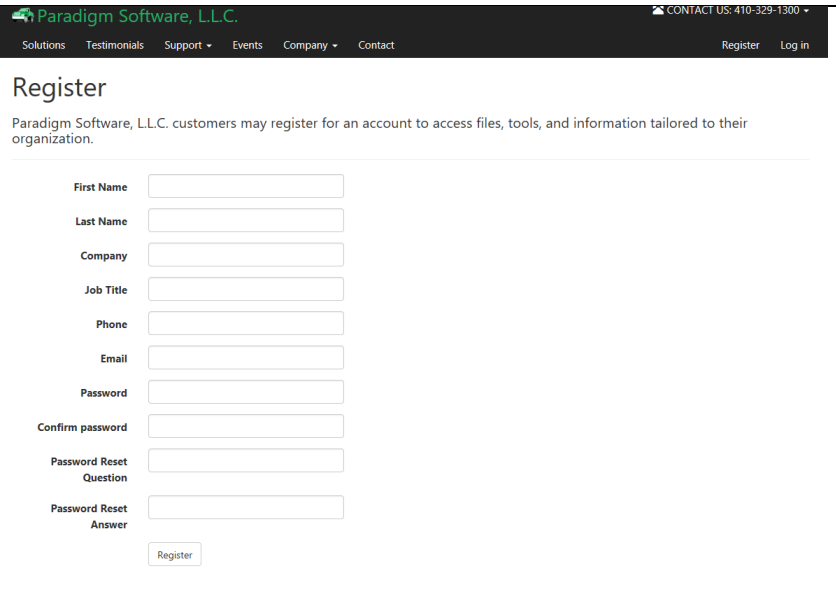
- **Regular Business Days – During Office Hours – Monday to Friday 7:00 a.m. to 7:00 p.m. (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour throughout the day
- **Regular Business Days – Outside Office Hours – Monday to Friday 7:00 p.m. to 7:00 a.m. (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Weekends – Friday to Monday 7:00 p.m. to 7:00 a.m. (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Statutory Holidays – From 7:00 p.m. on the eve of the Statutory Holiday until 7:00 a.m. the morning following the Statutory Holiday (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
- **Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day**

Remote Support

Paradigm works with our clients to provide remote support that meets the client's requirements. We have used VPN's, remote desktop, LogMeln123Rescue and a variety of other options based on client requirements. By having remote access to the solution will allow a faster resolution to issues as we will be able to see the actual error or issue. This has proven to be a valuable asset for bug fixes and also for training staff.

Client Web Portal

Paradigm has implemented our new website that offers our clients the ability to track their open issues, access to our knowledgebase and other options right from our website. Paradigm has implemented our new website that offers our clients the ability to track their open issues and other options right from our website.

<h3>Client Login Screen</h3>	 <p>The screenshot shows the 'Log in' page for Paradigm Software, L.L.C. The page has a dark navigation bar with the company logo and links for Solutions, Testimonials, Support, Events, Company, and Contact. On the right of the navigation bar are links for Register and Log in. The main content area is titled 'Log in' and includes the text 'Log in to access customer features'. There are two input fields: 'Email' (containing 'jackie.barlow@paradigmsoftware.com') and 'Password' (masked with dots). Below the password field is a 'Remember me?' checkbox and a 'Log in' button. On the right side, there is a 'Website Account' section with a paragraph of text and a link to 'Register as a new user'. At the bottom left, there are links for 'Register as a new user' and 'Forgot your password?'.</p>
<h3>Self-Registration Screen</h3>	 <p>The screenshot shows the 'Register' page for Paradigm Software, L.L.C. The page has the same dark navigation bar as the login screen. The main content area is titled 'Register' and includes the text 'Paradigm Software, L.L.C. customers may register for an account to access files, tools, and information tailored to their organization.' Below this text is a form with several input fields: 'First Name', 'Last Name', 'Company', 'Job Title', 'Phone', 'Email', 'Password', 'Confirm password', 'Password Reset Question', and 'Password Reset Answer'. A 'Register' button is located at the bottom of the form.</p>

Client Dashboard

Paradigm Software, L.L.C. CONTACT US: 410-329-1300

Solutions Testimonials Support Events Company Contact Hello jackie.barlow@paradigmsoftware.com! Log off

Dashboard

The support dashboard is a place where you can get an at-a-glance overview of your support tickets, it also serves as a launching point for you to access our comprehensive support functions and materials.

Tickets by Status

Tickets by Category

Tickets Last 12 Months

Ticket Tracker

Review and create support tickets and obtain the latest status updates on your open issues without having to call the office.

Manage Account

Manage your user account and preferences.

Documentation

View and download documentation materials for the CompuWeigh System.

Software Updates

Access our latest software updates and documentation.

File Share

Upload files for technicians to review or download files provided by a technician.

Movies

View and download product demonstration and training videos.

This is a view of open tickets with our support team for an individual client. Data selection and entry tools using controls built for a purpose allow for quick, easy and accurate information.

Paradigm Software, L.L.C. CONTACT US: 410-329-1300

Solutions Testimonials Support Events Company Contact Hello jackie.barlow@paradigmsoftware.com! Log off

Ticket Tracker

Manage your installation and technical support tickets, get status updates, and provide feedback for our team.

Customer Code: Date Low: Date High: Include Closed: Refresh Request Ticket

Show 10 entries Search:

InclID	CustCode	Subject	TechID	LastUpdateDate
111039	PMD	0 Incident Count On Incident Grid Starting PDSupport	Chris Hirsch	6/7/2018
111137	PMD	Rates Expressions Documentation	Nicholas Downey	7/23/2018
111149	PMD	Calendar Not Updating on Disapproved PTO	Chris Hirsch	6/15/2018
111216	PMD	Modifications to Email and Quote Templates	Chris Hirsch	6/20/2018
111231	PMD	Newsletter Article	Trevor Mann	7/24/2018

Cheryl Carmen: Trevor, This is already in the Newsletter. If you do not feel you need any of the info. any longer, you may close this incident.

Cheryl Carmen: Added to Newsletter rough copy.

2.0 Management Proposal

A. Paradigm is pleased to present our *WeighStation*™ solution for the installation of a Solid Waste Management System. Our principal place of business is located at 113 Old Padonia Road, Suite 200, Cockeysville, MD 21030. Our phone number is (410) 329-1300 x3. Our fax number is (443) 275-2509. The main point of contact for this RFP response is Mr. Andrew Twigg, Business Development Supervisor. He can be reached at the above number or via email at andrew.twigg@paradigmsoftware.com. Paradigm understands the requirements of this RFP and has the required insurance requirements. Paradigm's date of organization is October 31, 1991. There has been no material change in the organizational structure, ownership, or management during the past 15 years.

Paradigm, an American owned and operated company, was founded in 1991 by our Chief Executive Officer Phil Weglein and has remained a solvent organization. Paradigm has never relied on funding from outside sources. We have a strong municipal presence with over 86% of our customers in the public sector. Paradigm installed our first solution in 1992 and since that time, we have continued to provide an industry-leading software solution. The executive management officers are Philip Weglein and Jackie Barlow, II. They are responsible for all management and business decisions and have full executive authority to make binding contract negotiations. Phil is the architect of the entire CW6 solution. Jackie is responsible for the daily operations of the company. The staff of Paradigm, consisting of 30 employees, has numerous years of specific knowledge and experience of the solid waste industry including facilities operation, consulting, software implementation and training. The staff of Paradigm possesses more than 100 years of combined software experience including all phases of database, file structuring, report generation and transaction processing software development, data conversion, industry consulting, and development of training programs and user documentation. Paradigm is very fortunate in that, over the years, we have experienced minimal employee turnover, thereby enhancing Paradigm's ability to provide on-going, accurate, effective, and timely support to all our customers. Paradigm's seasoned staff members are encouraged and expected to share historical insight and past experiences with the new employees that join the team to help them bridge the learning curve of our operation more quickly. Paradigm's organizational staff may be small in numbers but because of the setup of our office operation, our process on how we bring on-board new clients and through employee's who thrive on positive outcomes, Paradigm's on-going success and growth can be attributed to, in part, the level of satisfaction the staff provides to our clients and how they communicate that to other individuals.

Paradigm has seen consistent annual growth for over 30 years. Our staff has increased over the years to support the additional client base. We are focused on the solid waste and recycling industry, and we are forecasting continued growth from a client and staff standpoint. A succession plan is in place for the continued operation of the company.

With constant changes in the industry and client demand, we have expanded the overall functionality of CW6 to accommodate these enhancements. This includes the integration of such optional peripheral devices as barcode scanners, magnetic swipe readers, RFPD tag readers, electronic cash drawers, external keypad devices for unattended lanes, signature capture, traffic light and barrier arm controls, EMV/P2PE credit card processing, check verification, etc. Paradigm has numerous clients utilizing these hardware devices in their daily operation. For clients who are responsible for protecting their investment, CW6 will be the last solid waste management software package they will ever need to buy.

The architecture of CW6 permits the addition of customized features and functionality to satisfy the unique needs of all our clients. Paradigm will work with the client to develop the optimum configuration desired now and in the future.

The solution proposed by Paradigm is your assurance that the client will be getting value for its money and will protect the investment in the operation of its facility.

Our clients know what they want from a well-structured solution and know that Paradigm can deliver that kind of solution. Within our client base, 99% of our work is performed in the solid waste industry.

Paradigm has implemented an interface between CW6 and the numerous third-party accounting systems. Our interface to accounting systems is customized to meet your business needs and requirements.

We have experience in working with our client's IT staff to ensure the proper rights and access are available to the users of the software. We have experience in working with Weights and Measures to ensure the information captured from the scale indicator is within their guidelines. We have provided numerous hours of consultation and customization about our client's requirements. Our reputation proves that we deliver a software package that is configurable and customizable to meet each of our client's needs.

Paradigm proposes to provide all the labor and materials quoted to furnish and install a new solution that will enable the client to collect and manage information from its facilities in the most efficient manner possible. We will install CW6 on client provided hardware, integrate the solution with the central office and perform full acceptance testing with the assistance of the client. Classroom lectures and hands-on training with the new solution will be provided along with complete documentation. A mutual plan to transition from the current system to CW6 will be developed prior to solution installation to assure a smooth cutover. Paradigm has performed countless number of hours in the training of solid waste management facility's personnel with varying computer experience using a well-structured curriculum consisting of several days of lecture, demonstration, and hands-on training. The proposed solution will be delivered with full operational documentation to support the installation. The implementation we propose will be modified to fit the needs and request of the client. Paradigm will provide the client with a facility survey to obtain the necessary information we need to create your database.

Paradigm is well experienced in working with projects the size and having similar solution configuration as used by the client. From the initial design of CW6, it was intended to serve both single and multiple site configurations. Our installed client base has grown each year and our solution as delivered has performed up to and in most cases exceeded our clients' expectations. We have become the preferred supplier from one computer one scale facilities, to complex distributed facilities in the solid waste industry who understand the importance of collecting and managing data with the timeliest and accurate solution and how valuable this information is to run an efficient and effective solid waste facility.

At Paradigm, the entire staff is involved in some form or fashion with each project that is undertaken by our office. A team approach fosters discussions on what makes this client unique, what has been successful in the past, where do we need to allocate additional resources and what we need to do to make this as seamless as possible for our client. Our employees understand and have agreed in our Employee Agreement and Handbook the confidentiality of our business and that of our clients. Our employees are well trained experts in the computer field and in the solid waste management industry and will be part of the project team during the various phases of implementing the project including Paradigm Software, L.L.C.

contract negotiations, software customizations, solution installation and client training, ongoing support for daily operations, and future solution enhancements.

We strive to be on the cutting edge of technology and will continue to grow our software to remain the leader in the industry. Our product grows through an evolutionary process with the knowledge we obtain through our research and development and from client's input. This practice will continue with the company and software development.

Relevant Experience/Qualifications and Software Capabilities

Paradigm has extensive knowledge of the industry and have most of the requirements in our standard application. For items that may need a level of customization to implement per the client's requirements, we will work closely with the necessary staff to fully understand and develop business requirements. From those business requirements, Paradigm will develop, install, train, and implement a final solution that meets the client's expectations. Implementation of a solution such as this can only be performed as a joint effort between client and Paradigm team members. You understand your business better than anyone else and our team understands our software better than anyone else. Pair those two together and you have the makings for a positive outcome. Paradigm staff has performed customizations for all our clients. Each facility has its own specific business processes and we have met those expectations for each client. Prior to the start of any development, we will meet with client staff to discuss the requirement and ensure both parties are in complete understanding. Paradigm has many years of experience in the development of new features, and we look at those features as how they can meet each client's requirement but also how they could assist other clients.

Paradigm has a 99% client retention rate, and our first client is still using the product today. Paradigm is a municipal friendly company where over 86% of our client base is in the public sector. We understand the municipal business and have focused our attention to meeting the needs of municipalities. In addition, we understand that municipalities across the country do business differently and our software can adapt and be modified to meet and, in most cases, exceed the business requirements. Our niche is large multi-site, multi-scale facilities with a need for customizations to handle how each client does business.

Paradigm's Team Qualifications and Experience (Key Personnel)

Paradigm takes great pride in hiring quality staff. In addition, we use modern processes to ensure our staff meet Federal and State requirements. As such, we verify each new employee through E-Verify even though we are not required by any mandate. The project manager for this implementation will be determined after award based on the workload at that time. We will ensure an experienced project manager leads this installation.

Each employee will assist in every installation. Whether physically on-site with our client or in a remote supporting role. We handle each installation as a team and have seen great success with this model. Our team has been involved in numerous implementations and as a team we are able to accomplish any unforeseen events that have occurred. We believe a team approach to this project, while working with the team members specified by the client, is a tremendous advantage. If a staff member were to become unavailable during implementation, we would be able to quickly provide an alternate. We have very little turnover of staff, and we strive to provide an environment for our staff that encourages them to stay onboard for years to come.

Phil – Chief Executive Officer

Phil has 35+ years' experience in solid waste and technical industry with an extensive consulting background and has written client server applications for St. Paul Insurance, Legg Mason Brokerage, Black & Decker, Allied Signal, Blue Cross & Blue Shield and Mobile. 12 years' experience teaching at a corporate and university level and trained in VB6, VB Net, ASP, ASP.Net, SQL Server and Client Server analysis and design. Involved with all installations. **Education – Bachelor of Science in Mathematics – Clemson University. Service at Paradigm – Since 1991.**

Jackie – President and Chief Operating Officer

Jackie is a US Marine Corps Veteran (E4 Corporal) and brings 30+ years' experience in business development, marketing, management and consulting in the computer, office automation and insurance fields. He manages and oversees the daily operations of Paradigm and is involved with product demonstrations, workflow procedures, advertising, contracts, proposal preparation, and has performed numerous client installations. Jackie has proven success with his C-Suite responsibilities. Involved with all installations. **Education – Bachelor of Science in Business Management – York College of Pennsylvania. Service at Paradigm – Since 2000.**

Andrew – Business Development Supervisor

Andrew brings 10+ years of experience in sales, marketing, documentation composition, and training. During his first three (3) years with Paradigm, Andrew participated in more than 30 implementations. His current role includes overseeing business development, product demonstrations, and participation with User Conferences and Trade Shows. **Education – Bachelor of Science in Business Communication – Stevenson University 2011. Service at Paradigm – Since 2016.**

Brendon – Business Development Specialist Eastern Region

Brendon is a recent college graduate that has just started a career with Paradigm. He will be spending his time with experienced Business Development Specialist to obtain more knowledge to continue providing superior service to current clients and bringing new clients on board, product demonstrations and participation with User Conferences and Trade Shows. **Education – Bachelor of Science: Business Administration – The Pennsylvania State University – York. Service at Paradigm – Since 2019.**

Bill – Business Development Specialist Western Region

Bill will be starting full-time with Paradigm this month. He previously interned with Paradigm while finishing his senior year in college in 2021. He will be helping the Business Development Division with their daily operations, while also learning about the software and the industry. **Education – Bachelor of Science: Entrepreneurship with a Minor in Marketing – York College of Pennsylvania. Service at Paradigm – Since 2021.**

Matt – Business Development Specialist

Matt is one of our newest team members. He comes to us with a business background and a willingness to assist. **Education – Bachelor of Science: Mass Communication – Towson University. Service at Paradigm – Since 2023.**

Chris H. – *Vice President of Solutions Development / Senior Software Engineer*

Years of experience with software maintenance, new development, and credit card integrations. His daily oversight of all programming and development matters provides a solid foundation for our application. Involved with all installations. **Education** – *Master of Science in Business and Technology Management and Bachelor of Science in Computer Information Systems: Network and Information Security Concentration* – Villa Julie College. **Service at Paradigm** – **Since 2007.**

Chris W. – *Senior Software Engineer / Quality Assurance Lead*

14 years' experience in programming enhancements, maintaining existing programs & hardware, and providing research analysis and problem-solving functions. Proficient in Microsoft® Office suite of products, Visual Basic, .NET. Chris has been involved in more than 70 solution installations. **Education** – *Bachelor of Science in Computer Science* – University of Maryland Baltimore County. **Service at Paradigm** – **Since 2000.**

Nick – *Software Engineer*

Nick's experience focuses on the maintenance programming, new development and other programming tasks associated with the solution. He has an excellent troubleshooting and problem-solving background. **Education** – *Bachelor of Science in Computer Information Systems* – Stevenson University. **Service at Paradigm** – **Since 2014.**

John – *Programmer*

John is a recent college graduate and started his career with Paradigm. He is involved in maintenance of the solution and internal applications. **Education** – *Bachelor of Science in Physics and Computer Science* – The Pennsylvania State University. **Service at Paradigm** – **Since 2020.**

Zeyu – *Programmer*

Zeyu is a recent college graduate and started his career with Paradigm. He is involved in maintenance of the solution and internal applications. **Education** – *Bachelor of Science in Computer Engineering* – The Pennsylvania State University. **Service at Paradigm** – **Since 2020.**

Dylan – *Programmer*

Dylan is a recent college graduate and started his career with Paradigm. He is involved in maintenance of the solution and internal applications. Dylan started his career with Paradigm as a summer intern. **Education** – *Bachelor of Science in Computer Science* – University of Maryland Baltimore County. **Service at Paradigm** – **Since 2019.**

Jacob – *Programmer*

Jacob is a recent college graduate and started his career with Paradigm. He is involved in maintenance of the solution and internal applications. **Education** – *Bachelor of Science in Computer Science* – York College of Pennsylvania. **Service at Paradigm** – **Since 2021.**

David – *Front-End Developer*

David is a recent hire to assist Paradigm with the development of our systems. He comes to us with years of experience performing front-end development. **Service at Paradigm** – **Since 2021.**

Ashley – *Quality Assurance/Technical Writer*

Ashley spent over seven years with Baltimore County Public School focusing on employee development and training before joining Paradigm. Ashley's current focus is customer feedback and quality assurance of Paradigm's newest projects. **Service at Paradigm** – **Since 2024.**

Joe – Vice President of Support and Services

Years of experience providing technical support, solution installation and end-user training team. Joe has a strong knowledge base and practical experience in business operations and management in various markets and industries and has been involved in over 50 installations. **Education – Bachelor of Science in Computer Information Systems – University of Baltimore. Service at Paradigm – Since 2004.**

Mark – Support and Services Supervisor

20+ years of information technology support. Experience with Network configurations, data/voice/system backups, customer service experience, and e-commerce implementation. Involved in over 10 installations. **Education – High School Diploma. Service at Paradigm – Since 2009.**

Austin – Support and Services Supervisor

Austin is a US Army Combat Veteran (E5 Sargent) and brings 8+ years of experience in analysis, dissemination, reporting, training, and management. His current role fulfills the support requirement which includes client, desktop, and software support. Further support roles include installation assistance and report customization. **Education – Bachelor of Science in Information Technology – Towson University. Service at Paradigm – Since 2016.**

Fabian – Support and Services Specialist

Fabian is a skilled project coordinator and business analyst with over eighteen years of experience in delivering quantitative results through a balanced combination of strategic management, organizational design and continuous process improvement. He also has several years of experience in providing Tier II & III technical support involved troubleshooting LAN, configuring servers/workstations, establishing network printers, setting up user accounts, establishing users, directory and file level permissions. His current role fulfills the support requirement which includes client, desktop, and software support. **Education – High School Diploma, Computer & Business training, Howard Community College (Business and Technology Center) 1995. Service at Paradigm – Since 2017.**

Dave – Support and Services Specialist

Dave joins the team with many years of support experience and has knowledge with networking, hardware configuration and desktop support. He is a Law Enforcement and US Navy Veteran. Dave has an MCP Certification in Microsoft Systems and is CompTIA A+ Certified. **Service at Paradigm – Since 2018.**

Adam – Support and Services Specialist

Adam started with us as an intern in the Business Development Division. He has now been with our Support Team since January 2020. **Education – Bachelor of Science in Business Administration – Stevenson University. Service at Paradigm – Since 2018.**

Tyler – Support and Services Specialist

Tyler is one of our newest team members. He comes to us with an extensive technical background and a willingness to assist clients with software questions. **Service at Paradigm – Since 2024.**

Art – Vice President of Implementations

Has over 26 supervisory experience as a fire officer in Baltimore City, holding the ranks of Lieutenant, Captain, Battalion Chief, and Deputy Chief. For the last 17 years of his 29-year fire service career, he held the position of Chief of Information Technology. Art possesses a unique combination of education, expert knowledge, skills, and experience in the areas of project management, LEAN business process improvement, business management, and information systems management. Art has successfully implemented many large-scale agency specific and multi-agency municipal projects, promoting cooperation and collaboration to the mutual benefit of all parties. **Education – Bachelor of Science in Business Information Systems Management – University of Maryland. MBA – University of Baltimore**
Service at Paradigm – Since 2019.

Chris H. – Subject Matter Expert Vice President

20+ years of industry experience in project management, solution implementation, consultation, client support, and end user training. **Education – Bachelor of Science in Business Information Systems – Villa Julie College. Service at Paradigm – Since 1998.**

Jesse – Implementation Supervisor

Extensive hardware, software, and troubleshooting knowledge. Skilled Crystal report writer. Lead implementation specialist of over 40 installations. Now manages a team of implementation specialists. **Education – Bachelor of Arts – Civil Engineer, University of Maryland and Delaware Technical & Community College. Service at Paradigm – Since 2009.**

Karen – Implementation Specialist

Karen has over 15 years' experience in Microsoft Exchange, Business Continuity, and SharePoint. Also is A+ and Net+ Certified. **Education – Bachelor of Science in Computer Information Systems – York College of Pennsylvania. Service at Paradigm – Since 2016.**

Jamie – Implementation Supervisor

Jamie has over 20 years' experience in the configuration and installation of software products. He has an accounting background and is extremely knowledgeable with the PeopleSoft ERP and Applications Software. He is an honorably discharged Navy Veteran (E4 Petty Officer Third Class). **Education – Bachelor of Science in Accounting – Towson University. Service at Paradigm – Since 2018.**

Steve – Implementation Specialist

Years of experience providing end-user support and training. He is proficient with Microsoft® Windows operating systems and Office. **Education – Bachelor of Science in Computer Information Systems – Strayer University. Service at Paradigm – Since 2014.**

Jim – Implementation Specialist

Years of experience providing implementation and training. He was a desktop technician for about 10 years at various places and did performance video analysis in NASCAR for 8 years. He is also proficient with Microsoft® Windows operating systems and Office. **Education – Bachelor of Science, IFSM – University of Maryland Baltimore County. Service at Paradigm – Since 2019.**

B.

Client	Spokane County, WA
Contract Length	Five Years
Contact	Claudia Marsh - Project Manager, Env Services
Contact Phone	(509)370-5854
Contact Email	cmarsh@spokanecounty.org
Operation Description	The County utilizes Paradigm's proposed solution at two facilities that include a total of eight scale lanes. To optimize the County's operation, they chose to add Paradigm's Video/Picture Module in order to capture photos at the time of Scalehouse transactions. The County is also using Paradigm's WeighPay (Credit Card) Module for their credit card processing needs.

Client	South Bayside Industries, CA
Contract Length	One year with automatic renewal
Contact	Dwight Herring – Scale Supervisor
Contact Phone	(650)333-1726
Contact Email	dherring@southbaysideindustries.com
Operation Description	The client operates a four-scale lane transfer station in conjunction with Paradigm's proposed solution. Two of the scale lanes are equipped with RF readers and Paradigm's unattended kiosks for automation of transactions. The client is also using Paradigm's WeighPay (Credit Card) Module for their credit card processing needs.

Client	City of Scottsdale, AZ
Contract Length	One year with automatic renewal
Contact	Antonio Garcia - Business Systems Analyst
Contact Phone	(480)312-5298
Contact Email	agarcia@scottsdaleaz.gov
Operation Description	The city operates a two-scale lane transfer station. Two of the scale lanes are equipped with RF readers and Paradigm's unattended kiosks for automation of transactions. One of the lanes is utilizing both a left and right-side drive kiosk. The client is also using Paradigm's WeighPay (Credit Card) Module for their credit card processing needs.

C. Paradigm has not had a contract terminated in the last five years due to non-performance.

3.0 Cost Proposal



Price Quote

To: Kurt Monsen, City of Spokane - Solid Waste Disposal Department
From: Andrew Twigg, Paradigm Software, L.L.C.
Date: 01/15/2024
Re: Paradigm Software Budgetary Proposal - WTE Phase One

The following price quote is presented for the requested items below as requested by City of Spokane - Solid Waste Disposal Department.

Qty	UM	Item/Description			
7.00	LN	WeighStation Program License - (Six lanes at WTE One lane at NSLF)	\$5,775.00	\$40,425.00	*
4.00	EA	CW6 Program License (concurrent user)	\$525.00	\$2,100.00	*
1.00	FF	Export to Third Party Accounting Package (Transactional) - (Base amount for transactional export to third party accounting. Changes to specifications or requirements may change this fee.)	\$3,000.00	\$3,000.00	*
7.00	LN	WeighPay Module - (All scale lanes - Customer must enter into an agreement with Card Connect, Bank of America, Point & Pay or Elavon to be used as a gateway and/or processor and provide terminals. All costs associated with Card Connect, Bank of America, Point & Pay or Elavon are not included in PSLLC pricing unless specifically noted.)	\$0.00	\$0.00	*
1.00	FF	Historical Data Conversion - (Includes trucks, accounts, rates, transactions, accounting starting balances - does not include historical accounting data. ALL data must be in the same format and layout. If different data formats or layouts are supplied, an additional quote will be provided and must be approved prior to converting the different format(s) or layout(s).)	\$4,000.00	\$4,000.00	
7.00	LN	Drivers License and Barcode Scanning Module	\$1,575.00	\$11,025.00	*
1.00	FF	Paradigm Distributed Messaging (6-10 lanes)	\$5,250.00	\$5,250.00	*
1.00	FF	Insufficient Funds/Split Payments Module	\$1,575.00	\$1,575.00	*
1.00	FF	Alerts / Rules Module	\$2,625.00	\$2,625.00	*
1.00	FF	Software Discount	(\$8,048.00)	(\$8,048.00)	
7.00	EA	Indoor Thermal Receipt Printer (Serial+USB+Ethernet)	\$461.36	\$3,229.52	
6.00	EA	Case Indoor Thermal Receipt Paper (50 rolls)	\$131.24	\$787.44	
4.00	EA	2-port Extended Temperature Serial Server (Perle) - (To convert Commercial scale lane indicators from serial to IP)	\$811.25	\$3,245.00	
7.00	EA	Barcode Scanner - (Inside of scalehouse.)	\$598.69	\$4,190.83	
5.00	DY	On-Site Install/Training - Implementation - (Two Specialists - During normal Paradigm business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - Client will be invoiced for time used.)	\$6,240.00	\$31,200.00	
20.00	HR	On-Site Install/Training - Implementation (after hours) - (after normal PSLLC business hours or more than 8 hours in a day - customer will be invoiced for time used)	\$337.50	\$6,750.00	

80.00	HR	Remote Project Management - Implementation - (during normal PSLLC business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - customer will be invoiced for time used)	\$225.00	\$18,000.00
12.00	MO	WeighPay Service Fee - (Less than 10,000 transactions per month)	\$1,500.00	\$18,000.00
Project Sub-Total:				\$129,354.79
Tax (8.90%):				\$11,512.58
Project Total:				\$140,867.37
*Annual Support:				\$19,800.00
*Annual Service Fee:				\$18,000.00

All pricing and subsequent payments are in US Dollars

Payment Terms (Does not include Taxes):

Description	Percent	Total
Due Upon Agreement/Quote Execution	100%	\$11,452.79
Due 30 Days After Go-Live	25%	\$29,475.50
Due Upon Go-Live	25%	\$29,475.50
Due Upon Receipt of Baseline Software	25%	\$29,475.50
Due Upon Agreement/Quote Execution	25%	\$29,475.50

This quote is provided based on information received from the Customer. If the scope of work should change, Paradigm Software, L.L.C. reserves the right to modify the above pricing. All duties and taxes regarding the shipment of the items above are the responsibility of the customer. If you have any questions, please call me at (410) 329-1300. This quote is valid for thirty (30) days.

Paradigm Software, L.L.C.



Phil Weglein
Chief Executive Officer

Price Quote

To: Kurt Monsen, City of Spokane - Solid Waste Disposal Department
From: William Strange, Paradigm Software, L.L.C.
Date: 01/15/2024
Re: Paradigm Software Budgetary Proposal - WTE Unattended Phase Two

The following price quote is presented for the requested items below as requested by City of Spokane - Solid Waste Disposal Department.

Qty	UM	Item/Description			
2.00	LN	RF Module - (Inbound and Outbound)	\$1,575.00	\$3,150.00	*
2.00	LN	Gate Module - (Inbound and Outbound)	\$840.00	\$1,680.00	*
2.00	LN	Unattended Module - (Includes device server management software.)	\$2,575.00	\$5,150.00	*
2.00	EA	Kiosk - Stainless Steel - 30x24x12 - (NOTE: Client will be responsible for all wiring, electrical, trenching, conduit, bollards and mounting unless otherwise noted in this quote. Paradigm will configure the hardware to work with the software.)	\$5,745.60	\$11,491.20	
2.00	EA	LCD Display - (Model SRD-PS-150 Model Configuration: SRD-PS-150-AD-29-AC-RK-ND)	\$2,652.75	\$5,305.50	
2.00	EA	High-Brightness NEMA 4X (IP66) Panel Mount LCD			
2.00	EA	Video Extender HDMI 4K (up to 300 ft) - (includes HDMI cable for kiosk)	\$533.00	\$1,066.00	
2.00	EA	Kiosk Thermal Receipt Printer	\$850.00	\$1,700.00	
2.00	EA	Case Kiosk Thermal Receipt Paper (8 Rolls)	\$172.27	\$344.54	
2.00	EA	4-port Extended Temperature Serial Server (Perle) - (Housed in each kiosk)	\$1,153.75	\$2,307.50	
2.00	EA	RF Reader	\$5,400.00	\$10,800.00	
2.00	EA	RF Junction Box - (Powers RF reader)	\$600.00	\$1,200.00	
2.00	EA	1-port Serial Server (Perle) - (For each RF Junction box)	\$760.00	\$1,520.00	
100.00	EA	RF Window Tag - (eGo Plus Micro Mini Sticker Tag Please indicate starting tag number here)	\$19.70	\$1,970.00	
4.00	EA	Gate - (Entry and exit of each scale lane - NOTE: Client will be responsible for all wiring, electrical, trenching, conduit, bollards and mounting unless otherwise noted in this quote. Paradigm will configure the hardware to work with the software.)	\$4,030.56	\$16,122.24	
1.00	EA	OPTO Board, Brain, Module(s), and Enclosure - (For control of gates)	\$2,471.25	\$2,471.25	
40.00	HR	Remote Install/Training - Implementation - (During normal Paradigm business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - Client will be invoiced for time used.)	\$225.00	\$9,000.00	
10.00	HR	Remote Install/Training - Implementation (after hours) - (After normal Paradigm business hours or more than 8 hours in a day - Client will be invoiced for time used.)	\$337.50	\$3,375.00	

3.00	DY	On-Site Install/Training - Implementation - (Two Specialists - During normal Paradigm business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - Client will be invoiced for time used.)	\$7,760.00	\$23,280.00
12.00	MO	Pro-Rata Increase in Annual Standard Support - (Will be invoiced based on Go-Live date through the end of the current support term.)	\$249.50	\$2,994.00

Project Sub-Total:	\$104,927.23
Tax (8.90%):	\$9,338.52
Project Total:	\$114,265.75
*Annual Support:	\$2,994.00
*Annual Service Fee:	\$0.00

All pricing and subsequent payments are in US Dollars

Payment Terms (Does not include Taxes):

Description	Percent	Total
Due Upon Agreement/Price Quote Acceptance	50%	\$24,314.50
Due Upon Completion	50%	\$24,314.50
Hardware - Due Upon Agreement/Price Quote Acceptance	100%	\$56,298.23

This quote is provided based on information received from the Customer. If the scope of work should change, Paradigm Software, L.L.C. reserves the right to modify the above pricing. All duties and taxes regarding the shipment of the items above are the responsibility of the customer. If you have any questions, please call me at (410) 329-1300. This quote is valid for thirty (30) days.

Paradigm Software, L.L.C.



Phil Weglein
Chief Executive Officer

Price Quote

To: Kurt Monsen, City of Spokane - Solid Waste Disposal Department
From: William Strange, Paradigm Software, L.L.C.
Date: 01/15/2024
Re: Paradigm Software Budgetary Proposal - North Site Phase Three

The following price quote is presented for the requested items below as requested by City of Spokane - Solid Waste Disposal Department.

Qty	UM	Item/Description		
1.00	LN	Unattended Module - (Includes device server management software.)	\$2,575.00	\$2,575.00 *
1.00	LN	RF Module	\$1,575.00	\$1,575.00 *
1.00	LN	Gate Module	\$840.00	\$840.00 *
1.00	EA	Kiosk - Stainless Steel - 30x24x12 - (NOTE: Client will be responsible for all wiring, electrical, trenching, conduit, bollards and mounting unless otherwise noted in this quote. Paradigm will configure the hardware to work with the software.)	\$8,011.98	\$8,011.98
1.00	EA	LCD Display - (Color 1500 NIT High Brightness)	\$1,975.00	\$1,975.00
1.00	EA	Video Extender HDMI 4K (up to 300 ft) - (includes HDMI cable for kiosk)	\$533.00	\$533.00
1.00	EA	Kiosk Thermal Receipt Printer - (House inside of Kiosk)	\$850.00	\$850.00
1.00	EA	Case Indoor Thermal Receipt Paper (50 rolls)	\$131.24	\$131.24
1.00	EA	4-port Extended Temperature Serial Server (Perle) - (Housed inside of Kiosk)	\$1,246.05	\$1,246.05
1.00	EA	RF Reader (Dual eGo/SeGo) - (EncomPass4 SeGo RS232/Wiegand Reads SeGo protocol tags only. FCC license required. Includes 5 ft cable.)	\$5,400.00	\$5,400.00
1.00	EA	RF Junction Box - (Powers RF Reader)	\$699.00	\$699.00
1.00	EA	1-port Extended Temperature Serial Server (Perle) - (Inside of RF Junction Box)	\$485.03	\$485.03
1.00	EA	RF Window Tag - (eGo Plus Micro Mini Sticker Tag Please indicate starting tag number here _____)	\$19.70	\$19.70
2.00	EA	Gate - (Entrance and exit of scale lane NOTE: Client will be responsible for all wiring, electrical, trenching, conduit, bollards and mounting unless otherwise noted in this quote. Paradigm will configure the hardware to work with the software.)	\$4,030.56	\$8,061.12
1.00	EA	OPTO Board, Brain, Module(s), and Enclosure - (Operates scale gates)	\$2,471.25	\$2,471.25
40.00	HR	Remote Install/Training - Implementation - (During normal Paradigm business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - Client will be invoiced for time used.)	\$225.00	\$9,000.00
12.00	MO	Pro-Rata Increase in Annual Standard Support - (Will be invoiced based on Go-Live date through the end of the current support term.)	\$124.75	\$1,497.00

Project Total:	\$45,370.37
*Annual Support:	\$1,497.00
*Annual Service Fee:	\$0.00

All pricing and subsequent payments are in US Dollars

Payment Terms (Does not include Taxes):

Description	Percent	Total
Due Upon Agreement/Price Quote Acceptance	50%	\$7,743.50
Due Upon Completion	50%	\$7,743.50
Hardware - Due Upon Agreement/Price Quote Acceptance	100%	\$29,883.37

This quote is provided based on information received from the Customer. If the scope of work should change, Paradigm Software, L.L.C. reserves the right to modify the above pricing. All duties and taxes regarding the shipment of the items above are the responsibility of the customer. If you have any questions, please call me at (410) 329-1300. This quote is valid for thirty (30) days.

Paradigm Software, L.L.C.



Phil Weglein
Chief Executive Officer

4.0 Business Requirements Table

#	Business Requirements	Firm Response	Comments, Explanation and/or Clarification
Billing System			
1	Allow for billing adjustments to transactions when mistakes are made at the scale house or customers call in for billing issues.	Yes	This is a standard function of Paradigm's proposed solution with proper user rights. Please see sections 6.1.5 (Transaction Edit) and 6.1.13 (Solution Security) below for further clarification.
2	Allow for billing adjustments to commercial accounts (payable) when mistakes are made at the scale house or customers call in for billing issues.	Yes	This is a standard function of Paradigm's proposed solution with proper user rights. Please see sections 6.1.5 (Transaction Edit) and 6.1.13 (Solution Security) below for further clarification.
3	Allow us the ability to review and back date transactions.	Yes	This is a standard function of Paradigm's proposed solution.
4	Allow us to create new accounts (commercial, haulers, general public, no pays who need a bill, etc.) in the system	Yes	This is a standard function of Paradigm's proposed solution. Please see section 6.1.3 (Account Edit) below for further clarification.
5	Allow us to modify accounts and truck/decal fields (new address, or new trucks to add)	Yes	This is a standard function of Paradigm's proposed solution. Please see section 6.1.4 (Truck Edit) below for further clarification.
6	Allow us to inactivate existing accounts and truck/decals (account is behind on payments, or out of business/no longer active)	Yes	This is a standard function of Paradigm's proposed solution. Please see section 6.1.3 (Account Edit) below for further clarification.
7	Allow us to void transactions (mistake made at scale house and they did a 2 nd correct transaction)	Yes	This is a standard function of Paradigm's proposed solution with proper user rights. Please see sections 6.1.1 (WeighStation™) , 6.1.3, (Transaction Edit) , and 6.1.13 (Solution Security) below for further clarification.
8	Allow us to generate billing to send a txt file or integrate with the utility billing system Enquesta	Yes	This is a standard function of Paradigm's proposed solution. Paradigm offers an optional Accounts Receivable & Aging Module to track the activity of our user's customers, handle invoicing, statements, payments, etc. This module is User ID and Password protected to allow only those individuals with proper user rights to access and complete their level of responsibilities. At the

			<p>designated billing date, an AR batch is created in Paradigm's Posting Module. Each individual batch contains a group of invoices all posted for the same date range and separated by Bill Account. An auto-generated batch number is assigned each time a batch of invoices is processed. From the Accounts Receivable and Aging Module, a GL Export can be generated (with GL codes if required) and provided to import into a third-party accounting system. The module can email information directly to the customer in lieu of mailing (i.e., statements, etc.). Please see sections 6.1.10 (Accounts Receivable and Aging Module) and 6.1.11 (Posting (Billing/Invoicing)) below for further clarification.</p>
9	<p>Allow us to create an electronic billing file for third party to print, mail and email.</p>	Yes	<p>This is a standard function of Paradigm's proposed solution. Paradigm offers an optional Accounts Receivable & Aging Module to track the activity of our user's customers, handle invoicing, statements, payments, etc. This module is User ID and Password protected to allow only those individuals with proper user rights to access and complete their level of responsibilities. At the designated billing date, an AR batch is created in Paradigm's Posting Module. Each individual batch contains a group of invoices all posted for the same date range and separated by Bill Account. An auto-generated batch number is assigned each time a batch of invoices is processed. From the Accounts Receivable and Aging Module, a GL Export can be generated (with GL codes if required) and provided to import into a third-party accounting system. The module can email information directly to the customer in lieu of mailing (i.e., statements, etc.). Please see sections 6.1.10 (Accounts Receivable and Aging Module) and 6.1.11 (Posting (Billing/Invoicing)) below for further clarification.</p>

10	Allow for notes on accounts and transactions levels	Yes	This is a standard function of Paradigm's proposed solution. Please see sections 6.1.3 (Account Edit) and 6.1.5 (Transaction Edit) below for further clarification.
11	Allow for notes on accounts visible to scale house – (e.g. when attendants bring up account, note shows “inactive due to collection” etc.)	Yes	This is a standard function of Paradigm's proposed solution. Please see section 6.1.3 (Account Edit) below for further clarification.
12	Have ability to handle credits and refunds on commercial accounts – (e.g. commercial customer overpaid on account)	Yes	This is a standard function of Paradigm's proposed solution. Paradigm offers an optional Accounts Receivable & Aging Module to track the activity of our user's customers, handle invoicing, statements, payments, etc. This module is User ID and Password protected to allow only those individuals with proper user rights to access and complete their level of responsibilities. At the designated billing date, an AR batch is created in Paradigm's Posting Module. Each individual batch contains a group of invoices all posted for the same date range and separated by Bill Account. An auto-generated batch number is assigned each time a batch of invoices is processed. From the Accounts Receivable and Aging Module, a GL Export can be generated (with GL codes if required) and provided to import into a third-party accounting system. The module can email information directly to the customer in lieu of mailing (i.e., statements, etc.). Please see sections 6.1.10 (Accounts Receivable and Aging Module) and 6.1.11 (Posting(Billing/Invoicing)) below for further clarification.
13	Have the ability to flag a residential or commercial accounts due to an NSF payment.	Yes	This is a standard function of Paradigm's proposed solution. Please see section 6.1.16 (Insufficient Funds) below for further clarification.
14	Have ability to generate summary and detail reports for all of the above on any given timeframe	Yes	The Ad-hoc Reporting functionality comes standard within Paradigm's proposed solution. Paradigm's reporting solution is second to none and virtually any report can be generated from our application. Our user configurable, easy

			to use Adhoc reporting engine, Crystal Reports or Microsoft SSRS makes generating reports effortless. Please see section 6.1.9 Reporting below for further clarification.
15	Have the ability to match account codes to the utility billing system Enquesta, and receive updated account information as needed.	Yes	This is a standard function of Paradigm's proposed solution. Paradigm offers an optional Accounts Receivable & Aging Module to track the activity of our user's customers, handle invoicing, statements, payments, etc. This module is User ID and Password protected to allow only those individuals with proper user rights to access and complete their level of responsibilities. At the designated billing date, an AR batch is created in Paradigm's Posting Module. Each individual batch contains a group of invoices all posted for the same date range and separated by Bill Account. An auto-generated batch number is assigned each time a batch of invoices is processed. From the Accounts Receivable and Aging Module, a GL Export can be generated (with GL codes if required) and provided to import into a third-party accounting system. The module can email information directly to the customer in lieu of mailing (i.e., statements, etc.). Please see sections 6.1.10 (Accounts Receivable and Aging Module) and 6.1.11 (Posting(Billing/Invoicing)) below for further clarification.
16	Have ability to store historical rates (e.g. rate increases, fees, etc.)	Yes	This is a standard function of Paradigm's proposed solution.
Customer Service/Commercial Accounts System			
1	Have ability to view and update account information via the Utility Billing System	Extra	This is not a standard function of Paradigm's proposed solution.
2	Have ability to view historical account activity and balance	Yes	This is a standard function of Paradigm's proposed solution. Paradigm offers an optional Accounts Receivable & Aging Module to track the activity of our user's customers, handle invoicing, statements, payments, etc. This module is User ID and Password protected to

			<p>allow only those individuals with proper user rights to access and complete their level of responsibilities. At the designated billing date, an AR batch is created in Paradigm's Posting Module. Each individual batch contains a group of invoices all posted for the same date range and separated by Bill Account. An auto-generated batch number is assigned each time a batch of invoices is processed. From the Accounts Receivable and Aging Module, a GL Export can be generated (with GL codes if required) and provided to import into a third-party accounting system. The module can email information directly to the customer in lieu of mailing (i.e., statements, etc.). Please see sections 6.1.10 (Accounts Receivable and Aging Module) and 6.1.11 (Posting(Billing/Invoicing)) below for further clarification.</p>
3	Have ability to edit account information (add a new truck/decals to a commercial fleet, update billing address, etc.)	Yes	This is a standard function of Paradigm's proposed solution. Please see section 6.1.3 (Account Edit) below for further clarification.
4	Have ability to submit billing adjustments for approval by supervisors	Yes	Paradigm offers an optional Accounts Receivable & Aging Module to track the activity of our user's customers, handle invoicing, statements, payments, etc. This module is User ID and Password protected to allow only those individuals with proper user rights to access and complete their level of responsibilities. At the designated billing date, an AR batch is created in Paradigm's Posting Module. Each individual batch contains a group of invoices all posted for the same date range and separated by Bill Account. An auto-generated batch number is assigned each time a batch of invoices is processed. From the Accounts Receivable and Aging Module, a GL Export can be generated (with GL codes if required) and provided to import into a third-party accounting system. The module can email information directly to the customer in lieu of mailing (i.e., statements, etc.). Please see

			sections 6.1.10 (Accounts Receivable and Aging Module) and 6.1.11 (Posting(Billing/Invoicing)) below for further clarification.
Collections System			
1	Have ability to update account information regarding collections from the utility billing system Enquesta	Extra	This is not a standard function of Paradigm's proposed solution. However, an import from the Utility Billing System could be developed to WeighStation™ CW6.
2	Have the ability to prompt for any issue with customer accounts at the Scale houses	Yes	This is a standard function of Paradigm's proposed solution. Please see section 6.1.18 (Alerts/Rules Module) below for further clarification.
General System			
1	Have ability to scan and assign a document to an account and in some cases, a specific transaction	Yes	This is a standard function of Paradigm's proposed solution. Please see sections 6.1.3 (Account Edit), 6.1.4 (Truck Edit) and 6.1.5 (Transaction Edit) below for further clarification.
2	Allow for the reprint of transactions ("tickets") at scale house and main office	Yes	This is a standard function of Paradigm's proposed solution with proper user rights. Please see sections 6.1.1 (WeighStation™) below for further clarification.
3	Allow for workflow capability to overwrite or approve transaction and account changes at the scale house and administrative offices (driven by access permission level)	Yes	This is a standard function of Paradigm's proposed solution. Paradigm's solution offers a wide variety of administrative and management tools to assist our users in the facilitation of a well-run operation. All security options within the solution can be enabled on a per user basis or on a group/role level by System Administrator as needed. Please see section 6.1.2 Office/Administration, 6.1.7 Audit Logs, and 6.1.14 Solution Security below for further clarification.
4	Have ability to support minimum fees by material category	Yes	This is a standard function of Paradigm's proposed solution.
5	Have ability to support specialty fees (as determined by the City)	Yes	This is a standard function of Paradigm's proposed solution.
6	Allow for same day payment un-posting – (e.g. payment posted to wrong account etc.)	Yes	This is a standard function of Paradigm's proposed solution. Paradigm offers an optional Accounts Receivable & Aging Module to track the activity of our user's customers, handle invoicing, statements, payments, etc. This module

			<p>is User ID and Password protected to allow only those individuals with proper user rights to access and complete their level of responsibilities. At the designated billing date, an AR batch is created in Paradigm's Posting Module. Each individual batch contains a group of invoices all posted for the same date range and separated by Bill Account. An auto-generated batch number is assigned each time a batch of invoices is processed. From the Accounts Receivable and Aging Module, a GL Export can be generated (with GL codes if required) and provided to import into a third-party accounting system. The module can email information directly to the customer in lieu of mailing (i.e., statements, etc.). Please see sections 6.1.10 (Accounts Receivable and Aging Module) and 6.1.11 (Posting (Billing/Invoicing)) below for further clarification.</p>
7	Allow for setup and tracking of transactions, payment types, material types, destination types and fees	Yes	<p>This is a standard function of Paradigm's proposed solution. Please see section 6.1.2 (Office / Administration) below for further clarification.</p>
8	Must have the ability to interface with Spokane County's scale house program called Paradigm Software in order to send and receive billing information	Yes	<p>We are Paradigm Software. City and County must be on same build of software solution.</p>
Reporting System			
1	Allow for AR activity reporting on the following - monthly billing totals, aging, account history, adjustments, interest late charges; statements – for any given timeframe	Yes	<p>This is a standard function of Paradigm's proposed solution. Paradigm offers an optional Accounts Receivable & Aging Module to track the activity of our user's customers, handle invoicing, statements, payments, etc. This module is User ID and Password protected to allow only those individuals with proper user rights to access and complete their level of responsibilities. At the designated billing date, an AR batch is created in Paradigm's Posting Module. Each individual batch contains a group of invoices all posted for the same date</p>

			range and separated by Bill Account. An auto-generated batch number is assigned each time a batch of invoices is processed. From the Accounts Receivable and Aging Module, a GL Export can be generated (with GL codes if required) and provided to import into a third-party accounting system. The module can email information directly to the customer in lieu of mailing (i.e., statements, etc.). Please see sections 6.1.10 (Accounts Receivable and Aging Module) and 6.1.11 (Posting(Billing/Invoicing)) below for further clarification.
2	Allow for account activity log – view info on a specific transaction, operator, for any given timeframe	Yes	This is a standard function of Paradigm’s proposed solution. Please see sections 6.1.5 (Transaction Edit) and 3.1.7 (Audit Logs) below for further clarification.
3	Allow for voids report - view info specific to a void (on transactions) for any given timeframe	Yes	This is a standard function of Paradigm’s proposed solution. The Ad-hoc Reporting functionality comes standard within Paradigm's proposed solution. Paradigm’s reporting solution is second to none and virtually any report can be generated from our application. Our user configurable, easy to use Adhoc reporting engine, Crystal Reports or Microsoft SSRS makes generating reports effortless. Please see section 6.1.9 Reporting below for further clarification.
4	Allow for no charge report – view info specific to transactions (e.g. sub-contractor hauling outbound) for any given timeframe	Yes	This is a standard function of Paradigm’s proposed solution. The Ad-hoc Reporting functionality comes standard within Paradigm's proposed solution. Paradigm’s reporting solution is second to none and virtually any report can be generated from our application. Our user configurable, easy to use Adhoc reporting engine, Crystal Reports or Microsoft SSRS makes generating reports effortless. Please see section 6.1.9 Reporting below for further clarification.
5	Allow for edits report - view info specific to any change made to	Yes	This is a standard function of Paradigm’s proposed solution. The Ad-

	transactions and/or accounts for any given timeframe		hoc Reporting functionality comes standard within Paradigm's proposed solution. Paradigm's reporting solution is second to none and virtually any report can be generated from our application. Our user configurable, easy to use Adhoc reporting engine, Crystal Reports or Microsoft SSRS makes generating reports effortless. Please see section 6.1.9 Reporting below for further clarification.
6	Have ability for manager and staff to create ad-hoc reports – ability to query or run reports in the system for any given timeframe	Yes	This is a standard function of Paradigm's proposed solution. The Ad-hoc Reporting functionality comes standard within Paradigm's proposed solution. Paradigm's reporting solution is second to none and virtually any report can be generated from our application. Our user configurable, easy to use Adhoc reporting engine, Crystal Reports or Microsoft SSRS makes generating reports effortless. Please see section 6.1.9 Reporting below for further clarification.
7	Have ability to generate account reports (e.g. list of active customer, trucks etc.)	Yes	This is a standard function of Paradigm's proposed solution. The Ad-hoc Reporting functionality comes standard within Paradigm's proposed solution. Paradigm's reporting solution is second to none and virtually any report can be generated from our application. Our user configurable, easy to use Adhoc reporting engine, Crystal Reports or Microsoft SSRS makes generating reports effortless. Please see section 6.1.9 Reporting below for further clarification.
Scale House & Treasurers			
1	Ability to enter manual weights (to manually correct errors), and track manual changes by user	Yes	This is a standard function of Paradigm's proposed solution with proper user rights. Please see sections 6.1.1 (WeighStation™) below for further clarification.
2	Ability to void transactions (to correct same-day errors)	Yes	This is a standard function of Paradigm's proposed solution with proper user rights. Please see sections 6.1.1 (WeighStation™) below for further clarification.

3	Ability to reprint receipts (create additional receipts)	Yes	This is a standard function of Paradigm's proposed solution with proper user rights. Please see sections 6.1.1 (WeighStation™) below for further clarification.
4	Ability to re-weigh a vehicle after it has been put into Hold (correct issue where 2nd vehicle is on scale)	Yes	This is a standard function of Paradigm's proposed solution. Please see sections 6.1.1 (WeighStation™) below for further clarification.
5	Ability to add Check or CC at end of day for adjustments		This is a standard function of Paradigm's proposed solution. Paradigm's solution offers a wide variety of administrative and management tools to assist our users in the facilitation of a well-run operation. All security options within the solution can be enabled on a per user basis or on a group/role level by System Administrator as needed. Please see section 6.1.2 Office/Administration, 6.1.7 Audit Logs, and 6.1.14 Solution Security below for further clarification.
6	Ability to scan documentation (ID/Registration) into system. This would help with CC & Utility charges & would save time & errors when entering information (Allows form to be completed at a later date if lines are long)	Yes	This is a standard function of Paradigm's proposed solution through the use of Barcode and Driver's License Scanning Module. Please see section 6.1.19 (Barcode and Driver's License Scanning Module) below for further clarification.
7	Have use of a Remarks box on the ticketing screen for adding notes to the receipt for internal & external use (such as those notes customers may wish to add, i.e. Job # or address)	Yes	This is a standard function of Paradigm's proposed solution. Please see sections 6.1.1 (WeighStation™) below for further clarification.
8	System must allow adjustments of payment type (While checking out, if CC doesn't work and cash or check accepted, to be able to change the payment type, split payments and/or take coupons.)	Yes	This is a standard function of Paradigm's proposed solution. Please see sections 6.1.1 (WeighStation™) below for further clarification.
9	End of day close-out reports showing payment types, amounts, and totals.	Yes	This is a standard function of Paradigm's proposed solution. Please see sections 6.1.1 (WeighStation™) below for further clarification.
10	Shortcuts on main screen for different functions: commercial garbage/clean green, Recyclers, etc. As well as pre-defined shortcuts for specific load	Yes	This is a standard function of Paradigm's proposed solution. Please see sections 6.1.1 (WeighStation™) below for further clarification.

	types and customers, etc. (residential/commercial))		
11	Ability to retrieve detailed transaction information for all transactions (for research as needed)	Yes	This is a standard function of Paradigm's proposed solution. The Ad-hoc Reporting functionality comes standard within Paradigm's proposed solution. Paradigm's reporting solution is second to none and virtually any report can be generated from our application. Our user configurable, easy to use Adhoc reporting engine, Crystal Reports or Microsoft SSRS makes generating reports effortless. Please see section 6.1.9 Reporting below for further clarification.
12	Ability to perform manual adjustments - if there is a known issue at the scale house, we could make immediate or same-day corrections. Secondary approvals.	Yes	This is a standard function of Paradigm's proposed solution with proper user rights. Please see sections 6.1.1 (WeighStation™) below for further clarification.
13	Canned as well as customizable reporting tools for payment summaries and details; transaction summaries & details; view/edit transactions with the ability to search and export or print.	Yes	This is a standard function of Paradigm's proposed solution. The Ad-hoc Reporting functionality comes standard within Paradigm's proposed solution. Paradigm's reporting solution is second to none and virtually any report can be generated from our application. Our user configurable, easy to use Adhoc reporting engine, Crystal Reports or Microsoft SSRS makes generating reports effortless. Please see section 6.1.9 Reporting below for further clarification.
14	Ability for any transfer station operator to read any scale within a given facility. As well as what the outside reader board is displaying.	Yes	This is a standard function of Paradigm's proposed solution through the use of a Perle (serial to ethernet converter) device.
Finance & Audit			
1	Customer sales and accounts receivable report capability; stratify types of customers; aging of accounts receivable. Canned reports, ad hoc reports, and query ability (for all types of reports).	Yes	This is a standard function of Paradigm's proposed solution. Paradigm offers an optional Accounts Receivable & Aging Module to track the activity of our user's customers, handle invoicing, statements, payments, etc. This module is User ID and Password protected to

			<p>allow only those individuals with proper user rights to access and complete their level of responsibilities. At the designated billing date, an AR batch is created in Paradigm's Posting Module. Each individual batch contains a group of invoices all posted for the same date range and separated by Bill Account. An auto-generated batch number is assigned each time a batch of invoices is processed. From the Accounts Receivable and Aging Module, a GL Export can be generated (with GL codes if required) and provided to import into a third-party accounting system. The module can email information directly to the customer in lieu of mailing (i.e., statements, etc.). Please see sections 6.1.10 (Accounts Receivable and Aging Module) and 6.1.11 (Posting(Billing/Invoicing)) below for further clarification.</p>
2	Reports for viewing all transaction types by user. (Audit trail reports)	Yes	This is a standard function of Paradigm's proposed solution. Please see sections 6.1.7 (Audit Log) , and 6.1.9 (Reporting) below for further clarification.
3	All rate tables are date effected; reports can be run showing date histories. New rates can be entered with future dates.	Yes	This is a standard function of Paradigm's proposed solution.
4	All charges and fees are date effected; reports can be run showing date histories. New charges and fees can be entered with future dates.	Yes	This is a standard function of Paradigm's proposed solution.
5	Rates can be based on pounds with minimum rate charges.	Yes	This is a standard function of Paradigm's proposed solution.
6	Transactions can be selected by customer, by date range, by transaction type for extraction to a file or report to be provided to the customer	Yes	This is a standard function of Paradigm's proposed solution. The Ad-hoc Reporting functionality comes standard within Paradigm's proposed solution. Paradigm's reporting solution is second to none and virtually any report can be generated from our application. Our user configurable, easy to use Adhoc reporting engine, Crystal Reports or Microsoft SSRS makes generating reports effortless. Please see section

			6.1.9 Reporting below for further clarification.
7	Write off function with (write-off types); collections; customer dispute, etc.	Yes	Paradigm offers an optional Accounts Receivable & Aging Module to track the activity of our user's customers, handle invoicing, statements, payments, etc. This module is User ID and Password protected to allow only those individuals with proper user rights to access and complete their level of responsibilities. At the designated billing date, an AR batch is created in Paradigm's Posting Module. Each individual batch contains a group of invoices all posted for the same date range and separated by Bill Account. An auto-generated batch number is assigned each time a batch of invoices is processed. From the Accounts Receivable and Aging Module, a GL Export can be generated (with GL codes if required) and provided to import into a third-party accounting system. The module can email information directly to the customer in lieu of mailing (i.e., statements, etc.). Please see sections 6.1.10 (Accounts Receivable and Aging Module) and 6.1.11 (Posting(Billing/Invoicing)) below for further clarification.
8	Support for chip reader for credit cards	Yes	Paradigm has integrated with several other third-party PCI compliant solutions to handle credit card processing. These companies are CardConnect, Bank of America, Point & Pay, Elavon, and NMI (for unattended). Most of these integrations offer EMV (Euro MasterCard Visa), Contactless (Tap), and P2PE (Point To Point Encryption). For integrated processing, in conjunction with the use of Paradigm's WeighPay (credit card) Module, The City would be required to enter into an agreement with one of these providers to handle their credit card gateway/processing or utilize Paradigm's Gateway. Users do have the option to process credit cards outside of Paradigm's proposed solution. Unintegrated card transaction totals can

			still be tracked and reported on within the solution. Please see section 6.1.20 WeighPay (Credit Card) Module in the response below for further clarification.
9	Ability to create a signable refund ticket when cash is refunded to a customer at the transfer station (i.e. due to material type error)	Yes	This is a standard function of Paradigm's proposed solution through the use of our built-in ticket designer. Please see sections 6.1.2 (Office / Administration) below for further clarification.
10	Support for small scanner for driver's licenses?	Yes	This is a standard function of Paradigm's proposed solution through the use of Barcode and Driver's License Scanning Module. Please see section 6.1.19 (Barcode and Driver's License Scanning Module) below for further clarification.
Question / Statements		Vendor Responses	
1	What other fields besides rates, charges and fees are date effected? For instance, certain material types or destinations may be data driven. Please list, so we have a better sense for the flexibility of your system.	<p>The following items are also date affected in Paradigm's proposed solution.</p> <ul style="list-style-type: none"> - Accounts - Trucks - Rules/Alerts - Jobs - Custom Free Units - Payment Type - Vehicle Type - Origin Type - Material Type - Destination Type - Special Fee 	
Operations			
1	Ability to support workflow and approval capabilities driven by user permission level (adjustments, account status, end of month corrections, finalized notice). For instance, a billing agent may submit an adjustment to an account which meets a certain "\$ review/approve threshold" which would cause the adjustment to be routed to a supervisor or manager for final OK before it is processed.	Yes	This is a standard function of Paradigm's proposed solution. Paradigm's solution offers a wide variety of administrative and management tools to assist our users in the facilitation of a well-run operation. All security options within the solution can be enabled on a per user basis or on a group/role level by System Administrator as needed. If you are interested in additional information, please see section 6.1.2 Office/Administration, 6.1.7 Audit Logs, and 6.1.14 Solution Security in the Response Appendix we have included for your convenience.

2	Customizable reporting and trend analysis of transactions by hour, day, week, month, year, and season for tons, counts, revenue, material type, accounts (names and or ID's), cash sales, minimum fee transactions	Yes	This is a standard function of Paradigm's proposed solution. Please see sections 6.1.8 (Shift Totals) , and 6.1.9 (Reporting) below for further clarification.
3	All data fields need to be reportable	Yes	This is a standard function of Paradigm's proposed solution. The Ad-hoc Reporting functionality comes standard within Paradigm's proposed solution. Paradigm's reporting solution is second to none and virtually any report can be generated from our application. Our user configurable, easy to use Adhoc reporting engine, Crystal Reports or Microsoft SSRS makes generating reports effortless. Please see section 6.1.9 Reporting below for further clarification.
4	Ability to pull reports based on industry type (landscape, construction, etc.)	Yes	This is a standard function of Paradigm's proposed solution. The Ad-hoc Reporting functionality comes standard within Paradigm's proposed solution. Paradigm's reporting solution is second to none and virtually any report can be generated from our application. Our user configurable, easy to use Adhoc reporting engine, Crystal Reports or Microsoft SSRS makes generating reports effortless. Please see section 6.1.9 Reporting below for further clarification.
5	Outbound reporting for all materials, trucks, tons, by date/time and destinations.	Yes	This is a standard function of Paradigm's proposed solution. The Ad-hoc Reporting functionality comes standard within Paradigm's proposed solution. Paradigm's reporting solution is second to none and virtually any report can be generated from our application. Our user configurable, easy to use Adhoc reporting engine, Crystal Reports or Microsoft SSRS makes generating reports effortless. Please see section 6.1.9 Reporting below for further clarification.
6	Ability to compare historical data with current to see trends. For instance, a	Yes	This is a standard function of Paradigm's proposed solution. The Ad-

	report that shows seasonal trends by material, account or industry type over a multi-year span to be defined by the report user.		Adhoc Reporting functionality comes standard within Paradigm's proposed solution. Paradigm's reporting solution is second to none and virtually any report can be generated from our application. Our user configurable, easy to use Adhoc reporting engine, Crystal Reports or Microsoft SSRS makes generating reports effortless. Please see section 6.1.9 Reporting below for further clarification.
7	Ability to pre-schedule reports to be delivered by email or to a shared drive. For instance, we want any shared reports to be emailed on any specific day and time we choose.	Yes	This is a standard function of Paradigm's proposed solution. The Batch Reporting functionality has the ability to pre-schedule reports to be delivered to a variety of destinations within and outside of your organization. Please see section 6.1.9 Reporting below for further clarification.
8	Support for dashboard features (meaning graphical depictions), which outline key performance indicators for each facility	Yes	This is a standard function of Paradigm's proposed solution. Please see sections 6.1.8 (Shift Totals) , and 6.1.9 (Reporting) below for further clarification.
9	Ability to view tonnages, counts, transaction type, account, materials by hour, day, week, month	Yes	This is a standard function of Paradigm's proposed solution. Please see sections 6.1.8 (Shift Totals) , and 6.1.9 (Reporting) below for further clarification.
10	Ability to view commercial hauler tons/materials by hour, day, week, month, single-year, multi-year.	Yes	This is a standard function of Paradigm's proposed solution. Please see sections 6.1.8 (Shift Totals) , and 6.1.9 (Reporting) below for further clarification.
11	Ability to view counts, tonnages, revenues of POS, commercial or min fee transactions by time and material	Yes	This is a standard function of Paradigm's proposed solution. Please see sections 6.1.8 (Shift Totals) , and 6.1.9 (Reporting) below for further clarification.

12	Ability to see outbound materials tons and destinations by date/time	Yes	This is a standard function of Paradigm's proposed solution. Please see sections 6.1.8 (Shift Totals) , and 6.1.9 (Reporting) below for further clarification.
13	Ability to pre-assign weights inbound and outbound for commercial vehicles to free up scales. As an example, we may not want to weigh outbound Waste Management trucks if we can pre-capture the vehicles standard outbound weight.	Yes	This is a standard function of Paradigm's proposed solution. Please see section 6.1.4 (Truck Edit) below for further clarification.

General/Miscellaneous

Question / Statements		Vendor Responses	
1	The Proposer must address in their proposal the issue of transition from the existing system to the proposed system to minimize or eliminate disruption of service. The proposal must include, but are not limited to, a response to the following items:	Given the importance of this section, Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm's Implementation philosophy that has returned hundreds of successful implementations. See pages 198 to 215 below.	
	i. Software installation and configuration	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm's Implementation philosophy that has returned hundreds of successful implementations.	
	ii. Legacy data transition procedures	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm's Implementation philosophy that has returned hundreds of successful implementations.	
	iii. Network service coordination requirements	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm's Implementation philosophy that has returned hundreds of successful implementations.	
	iv. Software programming, preparation, interfacing and functional testing	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm's Implementation philosophy that has returned hundreds of successful implementations.	
	v. Payment processing setup and testing	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm's Implementation philosophy that has returned hundreds of successful implementations.	
	vi. Facility and station equipment installation procedures	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule)	

		found below. This section gives a full breakdown of Paradigm’s Implementation philosophy that has returned hundreds of successful implementations.
	vii. End to end system testing	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm’s Implementation philosophy that has returned hundreds of successful implementations.
	viii. Cutover prep and go live	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm’s Implementation philosophy that has returned hundreds of successful implementations.
	ix. Post go-live support	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm’s Implementation philosophy that has returned hundreds of successful implementations.
2	Outline how you recommend we perform a go live cutover that will minimize disruption to facility operations. Note we are limited to after hours or holidays when the facilities are not open. If a partial cutover during business hours by facility or by scale house is recommended, please elaborate.	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm’s Implementation philosophy that has returned hundreds of successful implementations.
3	Detail the options and timing for train the trainer and end user training to be supplied by the vendor.	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm’s Implementation philosophy that has returned hundreds of successful implementations.

4	Outline system documentation that will be made available (data dictionary, user manuals, etc.).	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm's Implementation philosophy that has returned hundreds of successful implementations.	
#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
General Firm Credentials			
1	Firm has significant Public Sector market presence - provide number of customer implementations.	258	Paradigm has extensive knowledge of the industry and has most of the requirements in our standard application. For items that may need a level of customization to implement per the client's requirements, we will work closely with the necessary staff to fully understand and develop business requirements. From those business requirements, Paradigm will develop, install, train, and implement a final solution that meets the client's expectations. Implementation of a solution such as this can only be performed as a joint effort between client and Paradigm team members. You understand your business better than anyone else and our team understands our software better than anyone else. Pair those two together and you have the makings for a positive outcome. Paradigm staff has performed customizations for all our clients. Each facility has its own specific business processes and we have met those expectations for each client. Prior to the start of any development, we will meet with client staff to discuss the requirement and ensure both parties are in complete understanding. Paradigm has many years of experience in the development of new features, and we look at those features as how they can meet each client's requirement but also how they could assist other clients.
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?	Yes	Paradigm offers our clients a comprehensive support program through our Platinum Support Services Agreement. Our member support team is available from 7:00 a.m. to 6:59 a.m.

		<p>Eastern Time, Monday through Sunday, except holidays (which are currently New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day). Average response time during business hours is immediate and after hours' is typically immediate, however, up to one hour for extreme circumstances. After hours' support is available for emergencies at no additional charge. Support can be reached by dialing (410) 329-1300. After hours, the message will instruct our clients to the extension of our specialist cellular phone. Paradigm offers the same level of support to all our clients and provide the same service and support attention to all clients alike. All clients of Paradigm are important and receive fair and equal treatment. Enhancements, updates, upgrades, and fixes are delivered through email, from our ftp site or via the mail on CD. Paradigm is continually making improvements to our software and a new update is usually available on a weekly basis. Clients can obtain these updates at any time via any of the above means. Any and all issues for support of the software are to be reported to Paradigm via telephone (410) 329-1300, fax (443) 275-2509 with a follow up call to ensure receipt, email support@paradigmsoftware.com with a follow up call to ensure receipt and coming in the future the ability to submit technical support issues from our website. Paradigm is constantly improving our support call tracking workflow to continue to provide outstanding support and service to our clients. We have implemented our new and improved website which includes a knowledge base, ftp site for updates, etc. We can utilize Remote Desktop applications such as LogMeIn Rescue, TeamViewer, VPN, etc. to provide efficient remote access technical support for our clients. Paradigm</p>
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			<p>support staff maintains every support issue in an internal support tracking system. This allows for reporting and timely resolution tracking on per specialist and per client basis. Paradigm typically does not have outstanding bug fix issues. If a bug is reported it is usually fixed on the same day it is identified. Most outstanding items are client specific based on business rules for a specific site or a hardware/network failure. On-site support is available if remote support is unable to resolved. 99.99% of all reported issues have been resolved remotely.</p>
Licensing			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.	Yes	<p>Paradigm's base solution is on premises, utilizing a local SQL Server for the database as opposed to cloud based there is no real dependency on internet or network to process your scale transactions. A per seat WeighStation license is required for each scale house computer processing transactions. For the office side, Paradigm offers concurrent CW6 Program licenses. A license would be needed for all individuals needing to be in the solution at the same time.</p>
Project Implementation and Training Plan			
1	The Firm shall include a typical timeline with this proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.	Yes	<p>Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm's Implementation philosophy that has returned hundreds of successful implementations.</p>

2	Include a description of your overall approach to each of the following task areas (if applicable):	Yes	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm's Implementation philosophy that has returned hundreds of successful implementations.
	a) System Installation	Yes	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm's Implementation philosophy that has returned hundreds of successful implementations.
	b) System configuration	Yes	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm's Implementation philosophy that has returned hundreds of successful implementations.
	c) Data Conversion	Yes	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm's Implementation philosophy that has returned hundreds of successful implementations.
	d) Training (A sample of training materials & documentation should be included)	Yes	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm's Implementation philosophy that has returned hundreds of successful implementations.
	e) Test planning and execution	Yes	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm's Implementation philosophy that has returned hundreds of successful implementations.
	f) System interface design and support	Yes	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm's Implementation philosophy

			that has returned hundreds of successful implementations.
	g) System roll-out, procedures, and support	Yes	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm's Implementation philosophy that has returned hundreds of successful implementations.
3	Please describe your current project management methodology.	Yes	Paradigm would like to direct you to section 7.0(Scope of Services, Workplan, and Schedule) found below. This section gives a full breakdown of Paradigm's Implementation philosophy that has returned hundreds of successful implementations.
Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.	Yes	Abundant training will be included throughout the implementation process to ensure the City's operation runs as smooth as possible for many years to come. Updates to the software are available to all clients with an active support agreement. We send out newsletters that outline new features of the application. When a client is interested in a new feature, Paradigm can provide the client with the update to be applied to their test environment and assist with activating a certain enhancement. We provide the update to the client through our website or other agreeable means. By default, Paradigm does not include the running of updates by a Paradigm team member. If the city is interested, this can be added to the ultimate agreement/proposal.
2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.	Yes	As per the requirements of the RFP, Paradigm has provided a detailed description of our support. Paradigm provides support in the daily use of the application, bug fixes and new releases of the application within version. Paradigm has also worked directly with clients to tailor a support Agreement that is specific to the requirements for that client. For example, we have a client that modified their Agreement to include

			<p>an on-site visit each month to provide additional training, run updates, provide maintenance on the software and on unattended enclosures. The client and Paradigm work closely to develop an agenda for the site visit each month. In another instance, Paradigm provides a quarterly visit to the client's site to handle items like the monthly visit listed above. Paradigm has included a copy of our Standard Support Services Agreement in Section 11.0 – Paradigm's Sample Agreements of our Response. The Annual Support Cost which includes the daily use of the application, bug fixes and new releases of the application within version. Additional Support options can be negotiated upon request as mentioned above.</p>
3	Describe your escalation process for issues that are not resolved during initial call.	Yes	<p>Paradigm's Support and Services team follow well-established guidelines to better serve our clients support needs. We have included the entire breakdown in section 8.1.1 (Incident Severity Ranking) below.</p>
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.	Yes	<p>Paradigm offers our clients a comprehensive support program through our Standard Support Services Agreement. Our member support team is available from 7:00 a.m. to 6:59 a.m. Eastern Time, Monday through Sunday, except holidays (which are currently New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day). Average response time during business hours is immediate and after hours' is typically immediate, however, up to one hour for extreme circumstances. After-hours support is available for emergencies at no additional charge. Support can be reached by dialing (410) 329-1300. After hours, the message will instruct our clients to the extension of our specialist cellular phone. Paradigm offers the same level of support to all our clients and provide the same service and support attention to all clients alike.</p>

		<p>All clients of Paradigm are important and receive fair and equal treatment. Enhancements, updates, upgrades, and fixes are delivered through email, from our ftp site or via the mail on CD. Paradigm is continually making improvements to our software and a new update is usually available on a weekly basis. Clients can obtain these updates at any time via any of the above means. Any and all issues for support of the software are to be reported to Paradigm via telephone (410) 329-1300, fax (443) 275-2509 with a follow up call to ensure receipt, email support@paradigmsoftware.com with a follow up call to ensure receipt and coming in the future the ability to submit technical support issues from our website. Paradigm is constantly improving our support call tracking workflow to continue to provide outstanding support and service to our clients. We have implemented our new and improved website which includes a knowledge base, ftp site for updates, etc. We can utilize Remote Desktop applications such as LogMeIn Rescue, TeamViewer, VPN, etc. to provide efficient remote access technical support for our clients. Paradigm support staff maintains every support issue in an internal support tracking system. This allows for reporting and timely resolution tracking on per specialist and per client basis. Paradigm typically does not have outstanding bug fix issues. If a bug is reported it is usually fixed on the same day it is identified. Most outstanding items are client specific based on business rules for a specific site or a hardware/network failure. On-site support is available if remote support is unable to resolved. 99.99% of all reported issues have been resolved remotely. Please see section 8.0 (Support) below for further clarification.</p>
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5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.	Yes	<p>Updates to the software are available to all clients with an active support agreement. We send out newsletters that outline new features of the application. When a client is interested in a new feature, Paradigm can provide the client with the update to be applied to their test environment and assist with activating a certain enhancement. We provide the update to the client through our website or other agreeable means. Paradigm tracks all client inquiries in our Support Database. Each inquiry is assigned an Incident ID that can be monitored by the client from our website. Most inquiries are handled immediately by our support team, but we have an escalation procedure in place if additional assistance is needed. Paradigm staff meets regularly to identify programming tasks and set priorities based on client input and business requirements.</p>
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.	Yes	<p>Paradigm welcomes input and ideas from our clients. We value your input and are open to discussing enhancements. Paradigm will work with you to identify your request and provide a scope of work to outline the enhancement. Depending on the enhancement, a price quote may or may not be necessary. Once the enhancement has been detailed, we will place this in our prioritization queue. Depending on the enhancement, Paradigm may poll other clients to see if this request would be beneficial to other users. Based on this response, Paradigm will determine if the enhancement should be included at no charge, or for a nominal fee. In some cases, we have a couple clients who have the same business need and those clients have agreed to share in the costs. All Paradigm clients are valuable and important to us. We understand that the software is a critical part of your business operation and therefore have developed a product with unmatched</p>

			<p>reliability. Paradigm ranks inquiries as emergency, high, medium, low and wish list. Examples of emergency inquiries are that a solution is down, hardware failure that affects all operations, or other outage scenario. High inquiries are items that affect the daily process of business but are not a showstopper, a work around may be available to assist the client until the fix is in place. Medium inquiries are items that may or may not affect the daily process and a work around is available and the client has identified this as important but not a showstopper. Low inquiries are usually configuration settings and are resolved on a call to our support department. Wish list items are ideas or input from our clients that would be considered for future updates or upgrades to the application.</p>
7	<p>Live support is available for any issues Monday – Sunday, 6am – 6pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.</p>	Yes	<p>Paradigm offers three support tiers to meet our clients' varying needs. The full description of the Platinum support tier can be found in section 9.0 (Support Levels) below.</p>
8	<p>Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.</p>	Yes	<p>Updates to the software are available to all clients with an active support agreement. We send out newsletters that outline new features of the application. When a client is interested in a new feature, Paradigm can provide the client with the update to be applied to their test environment and assist with activating a certain enhancement. We provide the update to the client through our website or other agreeable means. Paradigm tracks all client inquiries in our Support Database. Each inquiry is assigned an Incident ID that can be monitored by the client from our website. Most inquiries are handled immediately by our support team, but we have an escalation procedure in place if additional assistance is needed. Paradigm staff meets regularly to identify programming tasks and set</p>

		<p>priorities based on client input and business requirements.</p>
9	<p>Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.</p>	<p>Paradigm understands that joint development of implementation, maintenance, training, and support plans will result in a successful installation. With this Paradigm understands the necessary items from the Implementation and Support section as outlined in the RFP and have also submitted a conceptual implementation plan in our response. Paradigm clients Paradigm and the client will work together to develop final plans upon award. Paradigm recommends implementing the software first and then adding any unattended operations. This approach will provide the staff time to acclimate to the software and then add the additional features. Paradigm will be involved in all steps of the implementation from project award, to go-live and post go-live. We are a phone call away for any urgent issues and will respond promptly. The normal service time is immediate for phone calls with the outside time of less than 30 minutes. After-hours service is immediate for phone calls with the outside time of less than 30 minutes. The design of our afterhours support always allows for a specialist to be available with additional support staff available to assist in the remote chance that two clients call in for support at the same time. Paradigm understands the requirements of the RFP for the client's facilities. Following contract finalization, Paradigm envisions a kick-off meeting in order to lay out the groundwork for the project. In addition, Paradigm will provide a Statement of Work (SOW) for each party to work from to complete the project. CW6 is a highly customizable software package that has the flexibility to be configured to conform to the policies and practices of each client. After contract award, Paradigm will work with the client to complete a facility</p>

			<p>survey document that will serve as a project implementation plan and will describe all pertinent business practice information of the client. This document will serve as the guide for configuring CW6 software. This is a great opportunity for our clients to look at their current business practices and get advice on potential improvements to their approach. A Paradigm assigned implementation specialist will setup and configure all data files before arriving on site. This will allow the specialist to concentrate on software installation and testing, training, and solution fine-tuning during their time on-site. The time on-site is designed to get the staff proficient in the use of the software and begin the process of transitioning from the old to the new software. Paradigm has read the RFP regarding a plan of action for the implementation of our product. We feel that the project plan listed in this section is a great starting point and agree that a mutually agreed upon plan will be developed by the client and Paradigm. Paradigm understands and expects minor obstacles during the implementation; however, our knowledgeable team will be able to work through those. The installation team has access to programmers and management during all phases of the implementation and will work closely to ensure a seamless cutover.</p>
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General System Specifications			
1	<p>City of Spokane WTE staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.</p>	Yes	<p>The Microsoft® Windows operating system was selected to allow the greatest flexibility of data manipulation and for ease of use by end users. The solution was designed to use a common "look and feel" across all programs. This allows the user to quickly learn the programs. Please see section 12.0 (Minimum/Recommended Solution Requirements) below.</p>

2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.	Yes	This is a standard function of Paradigm's proposed solution. The Microsoft® Windows operating system was selected to allow the greatest flexibility of data manipulation and for ease of use by end users. The solution was designed to use a common "look and feel" across all programs. This allows the user to quickly learn the programs.
3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.	Yes	Paradigm's base solution is on premises, utilizing a local SQL Server for the database as opposed to cloud based there is no real dependency on internet or network to process your scale transactions. Windows 11 is the recommended OS while Windows 10 will also be sufficient. Please see section 12.0 (Minimum/Recommended Solution Requirements) below.
4	Any on premise components of the proposed solution must work in the city's current technical environment. If proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.	Yes	Paradigm proposes to utilize the client provided SQL Server database for this application (or SQL Express). The proposed solution will interface to the client's Windows® based file server and LAN/WAN so that the scale house will be able to communicate directly with the administrative office computer to exchange information as required using the Paradigm Distributed Messaging Module. A single database will be maintained on the network server to allow all computers on the network to access and update files throughout the day as long as the connection is available. The WeighStation™ computer will be able to process client transactions, calculate fees, generate tickets and store the information for use by the CW6 workstations in the administrative office. Paradigm works with our clients to provide remote support that meets the client's requirements. We have used VPN's, remote desktop, LogMeIn123Rescue and a variety of other options based on client requirements. Having remote access to

			the solution will allow a faster resolution to issues as we will be able to see the actual error or issue. This has proven to be a valuable asset for bug fixes and also for training staff.
5	Role Based Access Control (RBAC) allows the System Administrator to create user “profiles” that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.	Yes	This is a standard function of Paradigm's proposed solution. Paradigm's solution offers a wide variety of administrative and management tools to assist our users in the facilitation of a well-run operation. All security options within the solution can be enabled on a per user basis or on a group/role level by System Administrator as needed. Please see section 6.1.2 Office/Administration, 6.1.7 Audit Logs, and 6.1.14 Solution Security below for further clarification.
Database Management			
1	List any limits to data storage provided as part of your proposed solution.	N/A	Paradigm's base solution is on premises. The City's data will be stored on site and will be subject to the City's data storage limits.
2	What database platforms does your product support?	Yes	Paradigm proposes to utilize the client provided SQL Server database for this application (or SQL Express). The proposed solution will interface to the client's Windows® based file server and LAN/WAN so that the scale house will be able to communicate directly with the administrative office computer to exchange information as required using the Paradigm Distributed Messaging Module.
3	Estimated database size and memory requirements.	Yes	A full breakdown of recommended and minimum requirements for the office server, site servers, and scale/office clients are provided below in section 12.0 (Minimum/Recommended Solution Requirements) below.
4	Specific database configuration requirements, if any.	Yes	A full breakdown of database configuration requirements is provided below in section 12.0 (Minimum/Recommended Solution Requirements) below.
5	Is your environment Single or Multi-Tenant? If multi-tenant, how do you ensure segregation of client data?	Yes	Paradigm's proposed solution is Multi-Tenant.

6	Is data available and accessible in native format to City's data management team (data extracts) on a regular basis.	Yes	This is a standard function of Paradigm's proposed solution with proper user rights.
Database Servers and Operating System			
1	Specify if system will be physical, virtual or an appliance.	Yes	Paradigm's proposed solution can run on either a physical or virtual machine. Paradigm's implementation specialists will work with the city to assist in establishing the best environment possible. Please see section 12.0 (Minimum/Recommended Solution Requirements) below.
2	Supported virtualization platforms		Paradigm support Windows® virtual machines.
3	Supported Operating Systems	Yes	Windows 11 is the recommended OS while Windows 10 will also be sufficient. Please see section 12.0 (Minimum/Recommended Solution Requirements) below.
4	Number of virtual servers required	Yes	There are no predetermined requirements for virtual servers. The City will be able to determine if their operational needs warrant either a virtual or physical server. Paradigm's Implementation Specialists can assist in consultation if needed. Please see section 12.0 (Minimum/Recommended Solution Requirements) below.
5	Recommended drive space requirements	Yes	A full breakdown of configuration requirements is provided below in section 12.0 (Minimum/Recommended Solution Requirements) below.
6	Recommended RAM (GB)	Yes	A full breakdown of configuration requirements is provided below in section 12.0 (Minimum/Recommended Solution Requirements) below.
7	Recommended # of CPU	Yes	A full breakdown of configuration requirements is provided below in section 12.0 (Minimum/Recommended Solution Requirements) below.
8	Recommended # of NICs	Yes	A full breakdown of configuration requirements is provided below in section 12.0 (Minimum/Recommended Solution Requirements) below.
9	Will any servers need to be public facing or located in the DMZ	No	No, servers do not need to be public facing or located in the DMZ

	(demilitarized zone) for any on premises components?		(demilitarized zone) for any on premises components
10	Does your software require any Anti-Virus exclusions? If so, do you have a published document outlining exclusions?	No	No, Paradigm's proposed solution does not have any Anti-Virus exclusions.
Network Requirements			
1	Specify maximum allowed latency requirements	Yes	A full breakdown of configuration requirements is provided below in section 12.0 (Minimum/Recommended Solution Requirements) below.
2	Specify the typical amount of network traffic generated by this application in Mbps	Yes	A full breakdown of configuration requirements is provided below in section 12.0 (Minimum/Recommended Solution Requirements) below.
3	Specify the minimum network bandwidth required for each client installation in Mbps	Yes	A full breakdown of configuration requirements is provided below in section 12.0 (Minimum/Recommended Solution Requirements) below.
4	Specify all network ports that will need to be opened for both clients and network firewalls.	Yes	A full breakdown of configuration requirements is provided below in section 12.0 (Minimum/Recommended Solution Requirements) below.
5	Specify all public IP addresses that will need to be accessed by clients or servers.	N/A	There should be no public facing IP addresses that will need to be accessed by clients or servers
6	Specify any special IP address or protocol requirements for server or client PCs	N/A	Paradigm does not require special IP address or protocol requirements for server or client PCs
7	Specify remote access requirements and identify remote access users/equipment	Yes	Paradigm works with our clients to provide remote support that meets the client's requirements. We have used VPN's, remote desktop, LogMeIn123Rescue and a variety of other options based on client requirements. By having remote access to the solution will allow a faster resolution to issues as we will be able to see the actual error or issue. This has proven to be a valuable asset for bug fixes and also for training staff.
8	Specify physical switch port count requirements and port speed	Yes	Paradigm recommends gigabit speed and a 12-port switch at all locations.
9	Specify any special network design requirements	N/A	Paradigm does not require any special network design
10	Specify if there are any QOS requirements	N/A	Paradigm does not require any QOS.

11	Specify any telephony requirements analog and or IP	N/A	Paradigm does not have any telephony requirements.
12	Specify any wireless access requirements	N/A	Paradigm does not require wireless access.
13	Specify fiber or ethernet cabling requirements	N/A	Paradigm does have ethernet requirements that can be discussed as project moves forward
14	Specify power requirements for all new equipment	Yes	Paradigm unattended kiosk requires dedicated 20-amp service. All other devices require normal 15-amp service.
15	Identify any certificate requirements	N/A	Paradigm does not have any certificate requirements
Third Party Contracting			
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.	Yes	Paradigm currently utilizes a Paradigm hosted Microsoft Azure server for both our Optional WeighStation Cloud Module as well as our Cloud Backup service. Please see sections 6.2.1 (WeighStation Cloud Module) and 6.2.2 (Cloud Back) below for additional clarification.
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.	N/A	Paradigm will not be using any 3rd party subcontractors and/or cloud service providers for the proposed solution.
Upgrades			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.	Yes	Paradigm defines versions as either an "Update" or an "Upgrade". An "Update" is any changes to the product that are made within the same version that the client is currently licensed for (example – going from version 6.1 to 6.2). An "Upgrade" is a new installation of the product in which it has drastically changed from the prior version (example – going from version 6.x to 7.x). The update process is straight forward. Paradigm will provide the client with an executable file which will be installed on the necessary server/machines to bring the solution up to the latest build. Paradigm will assist or perform this update to ensure no issues occur for a

			nominal fee. We highly urge all clients to have a test environment to assist in the roll out of new updates.
2	Describe your notification practices for:		
	a) Planned outages	N/A	Users of Paradigm’s proposed solution will not be subject to planned outages as the solution is on-premises and reliant on the City’s network and power.
	b) Changes to the application and/or database	Yes	Updates to the software are available to all clients with an active support agreement. We send out newsletters that outline new features of the application. When a client is interested in a new feature, Paradigm can provide the client with the update to be applied to their test environment and assist with activating a certain enhancement. We provide the update to the client through our website or other agreeable means.
	c) Unplanned outages	N/A	Users of Paradigm’s proposed solution will not be subject to unplanned outages as the solution is on-premises and reliant on the City’s network and power.
	d) Product sunset	Yes	Paradigm’s current <i>WeighStation</i> [™] solution is here to stay for the long run. In the event of an established product sunset, Paradigm will be fully transparent with our clients.
3	Describe any test or “sandbox” environments you would provide to the City of Spokane.	Yes	Paradigm strongly encourages our clients to maintain a test environment for training and testing purposes. Please see section 7.0(Scope of Services, Workplan, and Schedule) below for further clarification.
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)	Yes	Paradigm defines versions as either an “Update” or an “Upgrade”. An “Update” is any changes to the product that are made within the same version that the client is currently licensed for (example – going from version 6.1 to 6.2). An “Upgrade” is a new installation of the product in which it has drastically changed from the prior version (example – going from version 6.x to 7.x). The update process is straight forward. Paradigm will provide the client with an executable file which will be installed on

			the necessary server/machines to bring the solution up to the latest build. Paradigm will assist or perform this update to ensure no issues occur for a nominal fee. We highly urge all clients to have a test environment to assist in the roll out of new updates.
Access / Authentication			
1	Application must require users to enter a User ID and a Password to gain access. User IDs and Passwords must be encrypted while in transit and at rest. Passwords must support configurable password complexity, age, and reuse limitations.	Yes	This is a standard function of Paradigm's proposed solution. Paradigm's solution offers a wide variety of administrative and management tools to assist our users in the facilitation of a well-run operation. All security options within the solution can be enabled on a per user basis or on a group/role level by System Administrator as needed. Please see section 6.1.2 Office/Administration, 6.1.7 Audit Logs, and 6.1.14 Solution Security below for further clarification.
2	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?	Yes	This is a standard function of Paradigm's proposed solution. Paradigm's solution offers a wide variety of administrative and management tools to assist our users in the facilitation of a well-run operation. All security options within the solution can be enabled on a per user basis or on a group/role level by System Administrator as needed. Please see section 6.1.2 Office/Administration, 6.1.7 Audit Logs, and 6.1.14 Solution Security below for further clarification.
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?	Yes	This is a standard function of Paradigm's proposed solution. Paradigm's solution offers a wide variety of administrative and management tools to assist our users in the facilitation of a well-run operation. All security options within the solution can be enabled on a per user basis or on a group/role level by System Administrator as needed. Please see section 6.1.2 Office/Administration, 6.1.7 Audit

			Logs, and 6.1.14 Solution Security below for further clarification.
4	Does the vendor support advanced authentication methods such as multifactor authentication, SAML, SSO, Active Directory/LDAP, or other identity management solutions?	No	Paradigm does not support advanced authentication methods such as multifactor authentication, SAML, SSO, Active Directory/LDAP, or other identity management solutions?
5	Does the system include hidden user access accounts and/or default vendor accounts. What type of access does the vendor and its employees have or expect to have?	Yes	Paradigm does include one default user for the purpose of system confirmation during the initial setup. It is up to the City to decide whether or not they would prefer to keep this user active. This use could be used post go-live for support purposes. Paradigm works with our clients to provide remote support that meets the client's requirements. We have used VPN's, remote desktop, LogMeIn123Rescue and a variety of other options based on client requirements. Having remote access to the solution will allow a faster resolution to issues as we will be able to see the actual error or issue. This has proven to be a valuable asset for bug fixes and also for training staff.
6	Application must allow for the limiting of access to functionality and data through the use of security roles. Security roles should be configurable around processes/functions, data types, or job classifications.	Yes	This is a standard function of Paradigm's proposed solution. Paradigm's solution offers a wide variety of administrative and management tools to assist our users in the facilitation of a well-run operation. All security options within the solution can be enabled on a per user basis or on a group/role level by System Administrator as needed. Please see section 6.1.2 Office/Administration, 6.1.7 Audit Logs, and 6.1.14 Solution Security below for further clarification.
7	Does application have an auto-logout function and, if so, is that configurable?	No	This requirement is not supported and/or is not provided as part of this Proposal

Breaches			
1	Vendor should notify users of any system/data breach within applicable state and federal law.		Paradigm's proposed solution is on premises. The City's data will be stored on site and will be subject to the City's data storage security.
Communications and Operations Management			
1	Is there a formal operational change management / change control process?	Yes	Updates to the software are available to all clients with an active support agreement. We send out newsletters that outline new features of the application. When a client is interested in a new feature, Paradigm can provide the client with the update to be applied to their test environment and assist with activating a certain enhancement. We provide the update to the client through our website or other agreeable means. Paradigm tracks all client inquiries in our Support Database. Each inquiry is assigned an Incident ID that can be monitored by the client from our website. Most inquiries are handled immediately by our support team, but we have an escalation procedure in place if additional assistance is needed. Paradigm staff meets regularly to identify programming tasks and set priorities based on client input and business requirements.
2	Are separate environments for development, staging, testing/QA, and production supported and maintained?	Yes	Paradigm strongly encourages our clients to maintain a test environment for training and testing purposes. Please see section 7.0(Scope of Services, Workplan, and Schedule) below for further clarification.
3	Are system resources reviewed to ensure adequate capacity is maintained?	Yes	Paradigm takes great pride in ensuring we deliver a quality product to our clients. Once awarded, Paradigm will assign a project manager to be the client's main point of contact throughout the implementation. That point of contact will be the lead specialist for the implementation and will have all resources available to him/her from Business Development, Implementation, Solutions Development, Support and Services, and Executive Management. Paradigm has implemented a milestone

			<p>approach to our implementations. During the kick-off meeting, our project manager will discuss and outline these milestones for the client. The milestones cover items required by the client, by Paradigm and joint milestones. The use of the milestones has been proven to ensure a successful installation and to keep the planning, implementation, configuration, testing, and training phases moving forward. Within our implementation plan provided in this response, we have outlined these milestones for your review. Our weekly update builds go through a quality assurance process where basic solution functionality is validated in our test environment. These preliminary tests ensure the product performs the new functionality implemented in the application and standard functionality. We recommend each customer have their own test environment and utilize the test scenario guide created during implementation to ensure the update meets your expectations prior to rolling out into a production environment</p>
4	<p>Are suitable tests of systems and applications carried out during development and prior to acceptance?</p>	Yes	<p>Paradigm takes great pride in ensuring we deliver a quality product to our clients. Once awarded, Paradigm will assign a project manager to be the client's main point of contact throughout the implementation. That point of contact will be the lead specialist for the implementation and will have all resources available to him/her from Business Development, Implementation, Solutions Development, Support and Services, and Executive Management. Paradigm has implemented a milestone approach to our implementations. During the kick-off meeting, our project manager will discuss and outline these milestones for the client. The milestones cover items required by the client, by Paradigm and joint milestones. The use of the milestones has been proven to ensure a successful installation and to keep the planning,</p>

			implementation, configuration, testing, and training phases moving forward. Within our implementation plan provided in this response, we have outlined these milestones for your review. Our weekly update builds go through a quality assurance process where basic solution functionality is validated in our test environment. These preliminary tests assure the product performs the new functionality implemented in the application and standard functionality. We recommend each customer have their own test environment and utilize the test scenario guide created during implementation to ensure the update meets your expectations prior to rolling out into a production environment
5	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?	N/A	The City's data will reside on the City's servers. Paradigm will not be storing any of the City's data.
6	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	N/A	Paradigm's proposed solution is on premises. The City's data will be stored on site and will be subject to the City's data storage security
7	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?	N/A	Paradigm utilizes both a history table and audit log capabilities. Logs can be retained for the life of the system or whatever duration meets the need of the City.
8	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	N/A	Paradigm's proposed solution is on premises. The City's data will be stored on site and will be subject to the City's data storage security.
9	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	N/A	Paradigm's proposed solution is on premises. The City's data will be stored on site and will be subject to the City's data storage security.
10	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	N/A	Paradigm's proposed solution is on premises. The City's data will be stored on site and will be subject to the City's data storage security.

11	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	Yes	This is a standard function of Paradigm's proposed solution.
12	Is City of Spokane data ever stored on non-company managed equipment?	N/A	Paradigm's proposed solution is on premises. The City's data will be stored on site and will be subject to the City's data storage security.
Data Security and Ownership			
1	Is there an information security policy?	N/A	Paradigm's proposed solution is on premises. The City's data will be stored on site and will be subject to the City's data storage security.
2	Have information security policies been reviewed in the last 12 months?	N/A	Paradigm's proposed solution is on premises. The City's data will be stored on site and will be subject to the City's data storage security.
3	Is there an individual or group responsible for security within the organization?	N/A	Paradigm's proposed solution is on premises. The City's data will be stored on site and will be subject to the City's data storage security.
4	What is the geographic location and/or legal jurisdiction of customer data storage? Are commercial and government customer data managed differently?	N/A	Paradigm's proposed solution is on premises. The City's data will be stored on site and will be subject to the City's data storage security.
5	City of Spokane retains ownership of all city data. Any contractual issues associated with this requirement?	N/A	No contractual issues with this requirement as Paradigm's proposed solution is on premises. The City's data will be stored on site and will be subject to the City's data storage security.
6	What rights does the vendor gain with respect to use of customer data?	N/A	Paradigm's proposed solution is on premises. The City's data will be stored on site and will be subject to the City's data storage security.
7	What methods are available to export customer data should the contract terminate?	Yes	In the event of contract termination, The City will have access to the SQL database and all transactional data.
8	Is data encrypted at rest? In transit? If so, to what standard?	Yes	Data is subject to the security standards set by Microsoft SQL.
9	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?	N/A	Paradigm's proposed solution is on premises. The City's data will be stored on site and will be subject to the City's data storage security.
10	What does the vendor log and how long are logs retained? What methods exist to extract data for auditing and reporting?	Yes	Paradigm utilizes both a history table and audit log capabilities. Logs can be retained for the life of the system or whatever duration meets the need of the City.

Disaster Recovery			
1	What is the data retention configuration and data recovery methods for customer data? How often are data/systems replicated between sites?	Yes	Paradigm will work closely with client staff to develop and implement a Disaster Recovery Plan which will include the required backups and a test environment that mirrors the client's production environment. All device and configuration settings are stored in the database; therefore, the disaster recovery process is very simple. Within the application, once the new computer is in place, when the application is launched the solution will prompt the user for the site and lane they are operating. Once identified, the device and configuration settings will be loaded on the machine and the operator is back in business.
2	What is the vendor's service/business continuity plan? Disaster recovery plan? How often are these plans tested?	Yes	Paradigm will work closely with client staff to develop and implement a Disaster Recovery Plan which will include the required backups and a test environment that mirrors the client's production environment. All device and configuration settings are stored in the database; therefore, the disaster recovery process is very simple. Within the application, once the new computer is in place, when the application is launched the solution will prompt the user for the site and lane they are operating. Once identified, the device and configuration settings will be loaded on the machine and the operator is back in business.
3	How far back can a record/application/virtual machine be recovered?	Yes	The City will have full control of their backups and how long before those backups are purged from the system.
4	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?	Yes	Paradigm will work closely with client staff to develop and implement a Disaster Recovery Plan which will include the required backups and a test environment that mirrors the client's production environment. All device and configuration settings are stored in the database; therefore, the disaster recovery process is very simple. Within the application, once the new computer

			is in place, when the application is launched the solution will prompt the user for the site and lane they are operating. Once identified, the device and configuration settings will be loaded on the machine and the operator is back in business.
5	Are alternate facilities (e.g. data centers, office locations, etc.) used?	N/A	Paradigm's proposed solution is on premises. The City's data will be stored on site and will be subject to the City's data storage security.
6	Please provide SLAs as it relates to the service offered.	Yes	A sample agreement has been provided below. Please see section 11.0 (Paradigm's Sample Agreement) for further clarification.
Physical and Environment Security			
1	Is there a documented physical security policy?	N/A	Paradigm will not be housing any of the City's transactional and sensitive data. The City's data will be housed within the City's facilities and subject to the security standards of the City.
2	Do systems and applications hosting City of Spokane data reside in a data center?	N/A	Paradigm will not be housing any of the City's transactional and sensitive data. The City's data will be housed within the City's facilities and subject to the security standards of the City.
3	Is the data center shared with other tenants?	N/A	Paradigm will not be housing any of the City's transactional and sensitive data. The City's data will be housed within the City's facilities and subject to the security standards of the City.
4	What technology is used to secure and monitor the datacenter (e.g. badge access, video or camera surveillance, etc.)?	N/A	Paradigm will not be housing any of the City's transactional and sensitive data. The City's data will be housed within the City's facilities and subject to the security standards of the City.
Public Records			
1	What is the procedure to retrieve bulk data in response to a PRR?		The Ad-hoc Reporting functionality comes standard within Paradigm's proposed solution. Paradigm's reporting solution is second to none and virtually any report can be generated from our application. Our user configurable, easy to use Adhoc reporting engine, Crystal Reports or Microsoft SSRS makes generating reports effortless. Please see section 6.1.9 (Reporting) below for further clarification.

Standards			
1	Does the solution include documentation to support secure configuration, installation and operation (SA-5 NIST 800-53(4))	No	No, the solution does not include documentation to support secure configuration, installation and operation (SA-5 NIST 800-53(4))
2	What security frameworks/standards has the vendor adopted and how is compliance with these frameworks/standards ensured/verified?	Yes	Paradigm's proposed solution supports industry standard methods for the encryption of sensitive data in transit to/from the host/server system, at rest within storage subsystem(s), and client computer(s), and must use most recent secure versions of encryption protocols such as TLS, or Secure FTP. Applications containing or hosting sensitive data, as defined by State or Federal law, must encrypt data at rest, data in motion over the network and all authentication activity. Encryption algorithm used to encrypt data and authorization activity must meet HIPAA standards and be encrypted as NIST FIPS 140-2 compliant.
Vendor Risk Assessment			
1	Does vendor require software developers to attend and complete regular security training?	Yes	Yes, Paradigm requires software developers to attend and complete regular security training?
2	Does vendor use a secure code repository?	Yes	Yes, Paradigm uses a secure code repository
3	Vendor should certify the use of accredited third party entities to conduct a vulnerability test and a penetration test not less than once per year.	No	Paradigm's proposed solution is on premises. The City's data will be stored on site and will be subject to the City's data storage security.
4	Does the application have a documented software development lifecycle that complies with NIST SP 800-64	No	Paradigm's proposed solution is on premises. The City's data will be stored on site and will be subject to the City's data storage security.
5	Does the vendor have a documented security testing plan?	No	Paradigm's proposed solution is on premises. The City's data will be stored on site and will be subject to the City's data storage security.
6	How does the vendor develop and manage custom code for its customers?	Yes	All adopted enhancements become part of the core product and there are no one off version. Paradigm welcomes input and ideas from our clients. We value your input and are open to discussing enhancements. Paradigm will work with you to identify your request and provide

			<p>a scope of work to outline the enhancement. Depending on the enhancement, a price quote may or may not be necessary. Once the enhancement has been detailed, we will place this in our prioritization queue. Depending on the enhancement, Paradigm may poll other clients to see if this request would be beneficial to other users. Based on this response, Paradigm will determine if the enhancement should be included at no charge, or for a nominal fee. In some cases, we have a couple clients who have the same business need and those clients have agreed to share in the costs.</p>
7	How often does the vendor perform periodic vulnerability scans of development environments?	N/A	Paradigm's proposed solution is on premises. The City's data will be stored on site and will be subject to the City's data storage security.
8	What priority is given to client identified security vulnerabilities?	Yes	Severities for all Incidents in which the Software is not operating as described in the Agreement, will be jointly classified by the CLIENT and PARADIGM under one of the following three classifications and according to their "severity ranking" impact on core areas of the Software function listed in the table below. Please see section 8.1.1 (Incident Severity Ranking) below for further clarification.
9	What is the mean time to patch or remediation of identified security vulnerabilities?	Yes	Severities for all Incidents in which the Software is not operating as described in the Agreement, will be jointly classified by the CLIENT and PARADIGM under one of the following three classifications and according to their "severity ranking" impact on core areas of the Software function listed in the table below. Please see section 8.1.1 (Incident Severity Ranking) below for further clarification.
10	Has the vendor engaged in SSAE 16 efforts?	N/A	This is not applicable. Paradigm's base solution is on premises, utilizing a local SQL Server for the database.

11	Has the vendor had any breaches, compliance findings, or other security incidents in the last three years?	N/A	This is not applicable. Paradigm's base solution is on premises, utilizing a local SQL Server for the database.
12	Is vendor datacenter/infrastructure located in a natural hazard area (e.g., flood plain, earthquake)?	N/A	This is not applicable. Paradigm's base solution is on premises, utilizing a local SQL Server for the database.
13	Has the vendor engaged in SOC 2, Type 2 Report on Controls at a Service Organization Relevant to Security, Availability, Processing, Integrity, Confidentiality or Privacy efforts? And are these reports available for review?	N/A	This is not applicable. Paradigm's base solution is on premises, utilizing a local SQL Server for the database.

5.0 Paradigm Overview

Paradigm's primary market is the solid waste and recycling industry focusing on municipal locations that understand the value of software and the ability for the software to grow with the business. We have a strong municipal presence with over 86% of our customers in the public sector. Paradigm installed our first solution in 1992 and since that time, we have continued to provide an industry-leading software solution. We have experience working with departments of all sizes, including but not limited to, end users, management, IT, Accounting, auditors, and many more. We are experienced in the requirements of Weights and Measures and work closely with our clients to ensure the solution maintains their standards. We are interested in expanding our client base to include The City of Spokane, WA and based on the specifications provided in the RFP, our solution is a perfect fit. We are currently operating in six (6) Canadian Provinces and 46 states in the US.

5.1 Understanding the Client's Requirements

Paradigm understands the requirements of this RFP, meets the minimum solution requirements as specified in the RFP and has the required insurance and experience.

Paradigm understands that joint development of implementation, maintenance, training, and support plans will result in a successful installation. Paradigm and the client will work together to develop final training, testing and implementation plans upon award.

5.2 Paradigm Profile and Experience

Paradigm has implemented a milestone approach to our installations. During the kick-off meeting, our Project Manager will discuss and outline these milestones for the client. The milestones cover items required to be completed by the client, by Paradigm and items to be completed jointly. The use of the milestones has been proven to ensure a successful installation and to keep the planning, implementation, configuration, testing, and training phases moving forward. Within our implementation plan provided in this response, we have outlined these milestones for your review.

Paradigm proposes to provide an off-the-shelf solution that supports all the necessary functions related to scale house receiving, processing, and reporting. The proposed solution shall be inclusive of all software licenses, implementation, configuration, testing, planning, data migration, documentation, training, and subsequent software maintenance and support services throughout the term of the resultant contract. The scale house software application shall include all required specifications listed in the RFP.

5.2.1 Executive Summary

Paradigm is pleased to present our CW6 solution for the installation of a Solid Waste Management System. Our principal place of business is located at 113 Old Padonia Road, Suite 200, Cockeysville, MD 21030. Our phone number is (410) 329-1300 x3. Our fax number is (443) 275-2509. The main point of contact for this RFP response is Mr. Andrew Twigg, Business Development Supervisor. He can be reached at the above number or via email at andrew.twigg@paradigmsoftware.com. Paradigm understands the requirements of this RFP and has the required insurance requirements. Paradigm's date of organization is October 31, 1991. There has been no material change in the organizational structure, ownership, or management during the past 15 years.

Paradigm, an American owned and operated company, was founded in 1991 by our Chief Executive Officer Phil Weglein and has remained a solvent organization. Paradigm has never relied on funding from outside sources. We have a strong municipal presence with over 86% of our customers in the public sector. Paradigm installed our first solution in 1992 and since that time, we have continued to provide an industry-leading software solution. The executive management officers are Philip Weglein and Jackie Barlow, II. They are responsible for all management and business decisions and have full executive authority to make binding contract negotiations. Phil is the architect of the entire CW6 solution. Jackie is responsible for the daily operations of the company. The staff of Paradigm, consisting of 30 employees, has numerous years of specific knowledge and experience of the solid waste industry including facilities operation, consulting, software implementation and training. The staff of Paradigm possesses more than 100 years of combined software experience including all phases of database, file structuring, report generation and transaction processing software development, data conversion, industry consulting, and development of training programs and user documentation. Paradigm is very fortunate in that, over the years, we have experienced minimal employee turnover, thereby enhancing Paradigm's ability to provide on-going, accurate, effective, and timely support to all our customers. Paradigm's seasoned staff members are encouraged and expected to share historical insight and past experiences with the new employees that join the team to help them bridge the learning curve of our operation more quickly. Paradigm's organizational staff may be small in numbers but because of the setup of our office operation, our process on how we bring on-board new clients and through employee's who thrive on positive outcomes, Paradigm's on-going success and growth can be attributed to, in part, the level of satisfaction the staff provides to our clients and how they communicate that to other individuals.

Paradigm has seen consistent annual growth for over 30 years. Our staff has increased over the years to support the additional client base. We are focused on the solid waste and recycling industry, and we are forecasting continued growth from a client and staff standpoint. A succession plan is in place for the continued operation of the company.

With constant changes in the industry and client demand, we have expanded the overall functionality of CW6 to accommodate these enhancements. This includes the integration of such optional peripheral devices as barcode scanners, magnetic swipe readers, RFPD tag readers, electronic cash drawers, external keypad devices for unattended lanes, signature capture, traffic light and barrier arm controls, EMV/P2PE credit card processing, check verification, etc. Paradigm has numerous clients utilizing these hardware devices in their daily operation. For clients who are responsible for protecting their investment, CW6 will be the last solid waste management software package they will ever need to buy.

The architecture of CW6 permits the addition of customized features and functionality to satisfy the unique needs of all our clients. Paradigm will work with the client to develop the optimum configuration desired now and in the future.

The solution proposed by Paradigm is your assurance that the client will be getting value for its money and will protect the investment in the operation of its facility.

Our clients know what they want from a well-structured solution and know that Paradigm can deliver that kind of solution. Within our client base, 99% of our work is performed in the solid waste industry.

Paradigm has implemented an interface between CW6 and the numerous third-party accounting systems. Our interface to accounting systems is customized to meet your business needs and requirements.

We have experience in working with our client's IT staff to ensure the proper rights and access are available to the users of the software. We have experience in working with Weights and Measures to ensure the information captured from the scale indicator is within their guidelines. We have provided numerous hours of consultation and customization about our client's requirements. Our reputation proves that we deliver a software package that is configurable and customizable to meet each of our client's needs.

Paradigm proposes to provide all the labor and materials quoted to furnish and install a new solution that will enable the client to collect and manage information from its facilities in the most efficient manner possible. We will install CW6 on client provided hardware, integrate the solution with the central office and perform full acceptance testing with the assistance of the client. Classroom lectures and hands-on training with the new solution will be provided along with complete documentation. A mutual plan to transition from the current system to CW6 will be developed prior to solution installation to assure a smooth cutover. Paradigm has performed countless number of hours in the training of solid waste management facility's personnel with varying computer experience using a well-structured curriculum consisting of several days of lecture, demonstration, and hands-on training. The proposed solution will be delivered with full operational documentation to support the installation. The implementation we propose will be modified to fit the needs and request of the client. Paradigm will provide the client with a facility survey to obtain the necessary information we need to create your database.

Paradigm is well experienced in working with projects the size and having similar solution configuration as used by the client. From the initial design of CW6, it was intended to serve both single and multiple site configurations. Our installed client base has grown each year and our solution as delivered has performed up to and in most cases exceeded our clients' expectations. We have become the preferred supplier from one computer one scale facilities, to complex distributed facilities in the solid waste industry who understand the importance of collecting and managing data with the timeliest and accurate solution and how valuable this information is to run an efficient and effective solid waste facility.

At Paradigm, the entire staff is involved in some form or fashion with each project that is undertaken by our office. A team approach fosters discussions on what makes this client unique, what has been successful in the past, where do we need to allocate additional resources and what we need to do to make this as seamless as possible for our client. Our employees understand and have agreed in our Employee Agreement and Handbook the confidentiality of our business and that of our clients. Our employees are well trained experts in the computer field and in the solid waste management industry and will be part of the project team during the various phases of implementing the project including contract negotiations, software customizations, solution installation and client training, ongoing support for daily operations, and future solution enhancements.

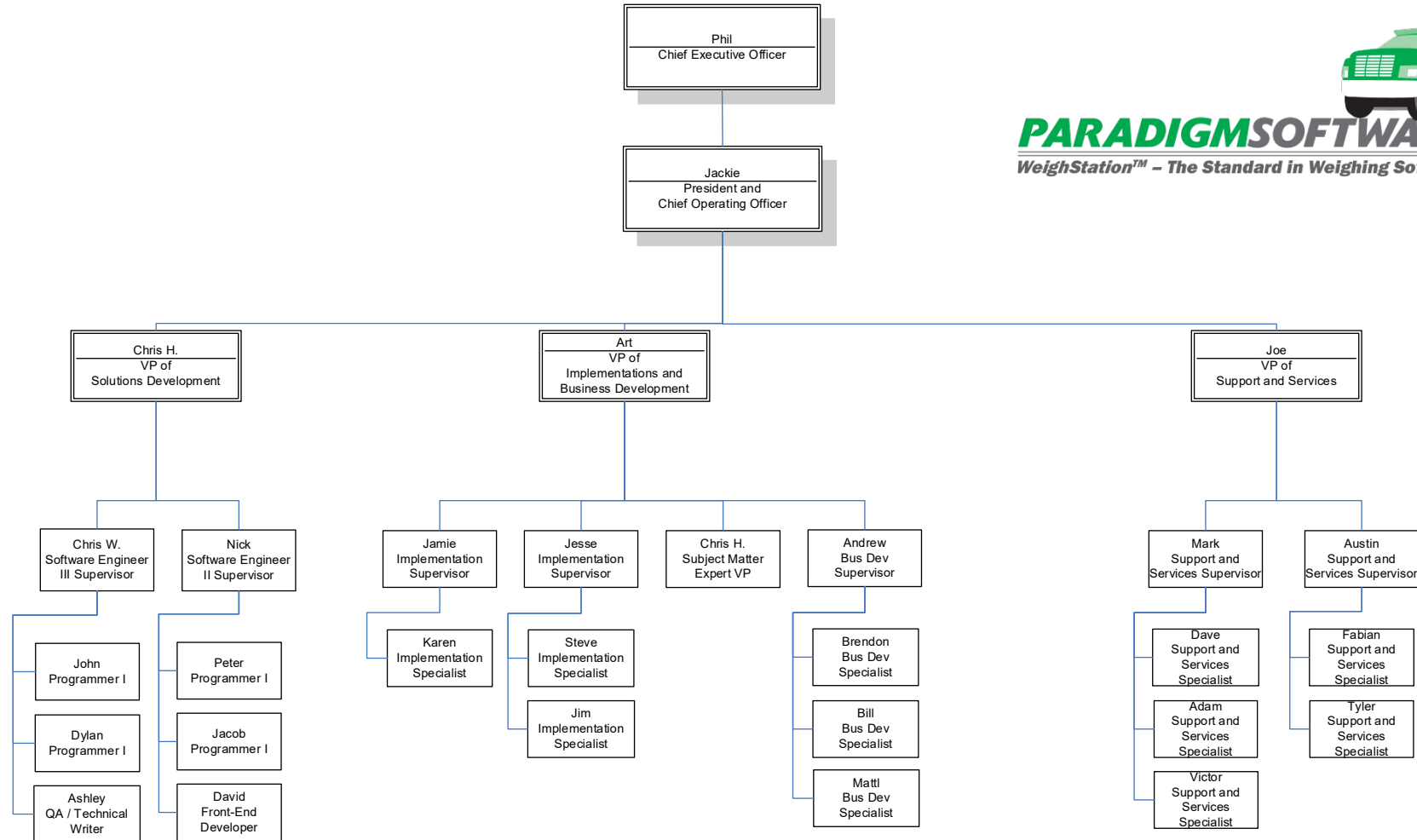
We strive to be on the cutting edge of technology and will continue to grow our software to remain the leader in the industry. Our product grows through an evolutionary process with the knowledge we obtain with our research and development and from client's input. This practice will continue with the company and the software development.

5.2.2 Organizational Structure

Paradigm offers a single point of contact for our client base. A phone call to our office will put you in touch with our dedicated staff. While you will have access to the specialist(s) who will be responsible for the successful implementation of the software at your facilities, you will also have access to the remainder of the staff. Our Organization Chart is provided for your review. **Note: All employees can provide operational support for the application.**



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WeighStation™ - The Standard in Weighing Software



5.2.3 Relevant Experience/Qualifications and Software Capabilities

Paradigm has extensive knowledge of the industry and has most of the requirements in our standard application. For items that may need a level of customization to implement per the client's requirements, we will work closely with the necessary staff to fully understand and develop business requirements. From those business requirements, Paradigm will develop, install, train, and implement a final solution that meets the client's expectations. Implementation of a solution such as this can only be performed as a joint effort between client and Paradigm team members. You understand your business better than anyone else and our team understands our software better than anyone else. Pair those two together and you have the makings for a positive outcome. Paradigm staff have performed customizations for all our clients. Each facility has its own specific business processes and we have met those expectations for each client. Prior to the start of any development, we will meet with client staff to discuss the requirement and ensure both parties are in complete understanding. Paradigm has many years of experience in the development of new features, and we look at those features as how they can meet each client's requirement but also how they could assist other clients.

Paradigm has a 99% client retention rate, and our first client is still using the product today. Paradigm is a municipal friendly company where over 86% of our client base is in the public sector. We understand the municipal business and have focused our attention to meeting the needs of municipalities. In addition, we understand that municipalities across the country do business differently and our software can adapt and be modified to meet and, in most cases, exceed the business requirements. Our niche is large multi-site, multi-scale facilities with a need for customizations to handle how each client does business.

5.2.4 Paradigm's Team Qualifications and Experience (Key Personnel)

Paradigm takes great pride in hiring quality staff. In addition, we use modern processes to ensure our staff meet Federal and State requirements. As such, we verify each new employee through E-Verify even though we are not required by any mandate. The project manager for this implementation will be determined after award based on the workload at that time. We will ensure an experienced project manager leads this installation.

Each employee will assist in every installation. Whether physically on-site with our client or in a remote supporting role. We handle each installation as a team and have seen great success with this model. Our team has been involved in numerous implementations and as a team we are able to accomplish any unforeseen events that have occurred. We believe a team approach to this project, while working with the team members specified by the client, is a tremendous advantage. If a staff member were to become unavailable during implementation, we would be able to quickly provide an alternate. We have very little turnover of staff, and we strive to provide an environment for our staff that encourages them to stay onboard for years to come.

Phil – Chief Executive Officer

Phil has 35+ years' experience in solid waste and technical industry with an extensive consulting background and has written client server applications for St. Paul Insurance, Legg Mason Brokerage, Black & Decker, Allied Signal, Blue Cross & Blue Shield and Mobile. 12 years' experience teaching at a corporate and university level and trained in VB6, VB Net, ASP, ASP.Net, SQL Server and Client Server analysis and design. Involved with all installations. **Education – Bachelor of Science in Mathematics – Clemson University. Service at Paradigm – Since 1991.**

Jackie – President and Chief Operating Officer

Jackie is a US Marine Corps Veteran (E4 Corporal) and brings 30+ years' experience in business development, marketing, management and consulting in the computer, office automation and insurance fields. He manages and oversees the daily operations of Paradigm and is involved with product demonstrations, workflow procedures, advertising, contracts, proposal preparation, and has performed numerous client installations. Jackie has proven success with his C-Suite responsibilities. Involved with all installations. **Education – Bachelor of Science in Business Management – York College of Pennsylvania. Service at Paradigm – Since 2000.**

Andrew – Business Development Supervisor

Andrew brings 10+ years of experience in sales, marketing, documentation composition, and training. During his first three (3) years with Paradigm, Andrew participated in more than 30 implementations. His current role includes overseeing business development, product demonstrations, and participation with User Conferences and Trade Shows. **Education – Bachelor of Science in Business Communication – Stevenson University 2011. Service at Paradigm – Since 2016.**

Brendon – Business Development Specialist Eastern Region

Brendon is a recent college graduate that has just started a career with Paradigm. He will be spending his time with experienced Business Development Specialist to obtain more knowledge to continue providing superior service to current clients and bringing new clients on board, product demonstrations and participation with User Conferences and Trade Shows. **Education – Bachelor of Science: Business Administration – The Pennsylvania State University – York. Service at Paradigm – Since 2019.**

Bill – Business Development Specialist Western Region

Bill will be starting full-time with Paradigm this month. He previously interned with Paradigm while finishing his senior year in college in 2021. He will be helping the Business Development Division with their daily operations, while also learning about the software and the industry. **Education – Bachelor of Science: Entrepreneurship with a Minor in Marketing – York College of Pennsylvania. Service at Paradigm – Since 2021.**

Matt – Business Development Specialist

Matt is one of our newest team members. He comes to us with a business background and a willingness to assist. **Education** – *Bachelor of Science: Mass Communication – Towson University.* **Service at Paradigm – Since 2023.**

Chris H. – Vice President of Solutions Development / Senior Software Engineer

Years of experience with software maintenance, new development, and credit card integrations. His daily oversight of all programming and development matters provides a solid foundation for our application. Involved with all installations. **Education** – *Master of Science in Business and Technology Management and Bachelor of Science in Computer Information Systems: Network and Information Security Concentration – Villa Julie College.* **Service at Paradigm – Since 2007.**

Chris W. – Senior Software Engineer / Quality Assurance Lead

14 years' experience in programming enhancements, maintaining existing programs & hardware, and providing research analysis and problem-solving functions. Proficient in Microsoft® Office suite of products, Visual Basic, .NET. Chris has been involved in more than 70 solution installations. **Education** – *Bachelor of Science in Computer Science – University of Maryland Baltimore County.* **Service at Paradigm – Since 2000.**

Nick – Software Engineer

Nick's experience focuses on the maintenance programming, new development and other programming tasks associated with the solution. He has an excellent troubleshooting and problem-solving background. **Education** – *Bachelor of Science in Computer Information Systems – Stevenson University.* **Service at Paradigm – Since 2014.**

John – Programmer

John is a recent college graduate and started his career with Paradigm. He is involved in maintenance of the solution and internal applications. **Education** – *Bachelor of Science in Physics and Computer Science – The Pennsylvania State University.* **Service at Paradigm – Since 2020.**

Zeyu – Programmer

Zeyu is a recent college graduate and started his career with Paradigm. He is involved in maintenance of the solution and internal applications. **Education** – *Bachelor of Science in Computer Engineering – The Pennsylvania State University.* **Service at Paradigm – Since 2020.**

Dylan – Programmer

Dylan is a recent college graduate and started his career with Paradigm. He is involved in maintenance of the solution and internal applications. Dylan started his career with Paradigm as a summer intern. **Education** – *Bachelor of Science in Computer Science – University of Maryland Baltimore County.* **Service at Paradigm – Since 2019.**

Jacob – Programmer

Jacob is a recent college graduate and started his career with Paradigm. He is involved in maintenance of the solution and internal applications. **Education – Bachelor of Science in Computer Science – York College of Pennsylvania. Service at Paradigm – Since 2021.**

David – Front-End Developer

David is a recent hire to assist Paradigm with the development of our systems. He comes to us with years of experience performing front-end development. **Service at Paradigm – Since 2021.**

Ashley – Quality Assurance/Technical Writer

Ashley spent over seven years with Baltimore County Public School focusing on employee development and training before joining Paradigm. Ashley's current focus is customer feedback and quality assurance of Paradigm's newest projects. **Service at Paradigm – Since 2024.**

Joe – Vice President of Support and Services

Years of experience providing technical support, solution installation and end-user training team. Joe has a strong knowledge base and practical experience in business operations and management in various markets and industries and has been involved in over 50 installations. **Education – Bachelor of Science in Computer Information Systems – University of Baltimore. Service at Paradigm – Since 2004.**

Mark – Support and Services Supervisor

20+ years of information technology support. Experience with Network configurations, data/voice/system backups, customer service experience, and e-commerce implementation. Involved in over 10 installations. **Education – High School Diploma. Service at Paradigm – Since 2009.**

Austin – Support and Services Supervisor

Austin is a US Army Combat Veteran (E5 Sargent) and brings 8+ years of experience in analysis, dissemination, reporting, training, and management. His current role fulfills the support requirement which includes client, desktop, and software support. Further support roles include installation assistance and report customization. **Education – Bachelor of Science in Information Technology – Towson University. Service at Paradigm – Since 2016.**

Fabian – Support and Services Specialist

Fabian is a skilled project coordinator and business analyst with over eighteen years of experience in delivering quantitative results through a balanced combination of strategic management, organizational design and continuous process improvement. He also has several years of experience in providing Tier II & III technical support involved troubleshooting LAN, configuring servers/workstations, establishing network printers, setting up user accounts, establishing users, directory and file level permissions. His current role fulfills the support requirement which includes client, desktop, and software support. **Education** – High School Diploma, Computer & Business training, Howard Community College (Business and Technology Center) 1995. **Service at Paradigm – Since 2017.**

Dave – Support and Services Specialist

Dave joins the team with many years of support experience and has knowledge with networking, hardware configuration and desktop support. He is a Law Enforcement and US Navy Veteran. Dave has an MCP Certification in Microsoft Systems and is CompTIA A+ Certified. **Service at Paradigm – Since 2018.**

Adam – Support and Services Specialist

Adam started with us as an intern in the Business Development Division. He has now been with our Support Team since January 2020. **Education** – Bachelor of Science in Business Administration – Stevenson University. **Service at Paradigm – Since 2018.**

Tyler – Support and Services Specialist

Tyler is one of our newest team members. He comes to us with an extensive technical background and a willingness to assist clients with software questions. **Service at Paradigm – Since 2024.**

Art – Vice President of Implementations

Has over 26 supervisory experience as a fire officer in Baltimore City, holding the ranks of Lieutenant, Captain, Battalion Chief, and Deputy Chief. For the last 17 years of his 29-year fire service career, he held the position of Chief of Information Technology. Art possesses a unique combination of education, expert knowledge, skills, and experience in the areas of project management, LEAN business process improvement, business management, and information systems management. Art has successfully implemented many large-scale agency specific and multi-agency municipal projects, promoting cooperation and collaboration to the mutual benefit of all parties. **Education** – Bachelor of Science in Business Information Systems Management – University of Maryland. **Service at Paradigm – Since 2019.**

Chris H. – Subject Matter Expert Vice President

20+ years of industry experience in project management, solution implementation, consultation, client support, and end user training. **Education** – Bachelor of Science in Business Information Systems – Villa Julie College. **Service at Paradigm – Since 1998.**

Jesse – Implementation Supervisor

Extensive hardware, software, and troubleshooting knowledge. Skilled Crystal report writer. Lead implementation specialist of over 40 installations. Now manages a team of implementation specialists. **Education** – Bachelor of Arts – Civil Engineer, University of Maryland and Delaware Technical & Community College. **Service at Paradigm – Since 2009.**

Karen – Implementation Specialist

Karen has over 15 years' experience in Microsoft Exchange, Business Continuity, and SharePoint. Also is A+ and Net+ Certified. **Education** – Bachelor of Science in Computer Information Systems – York College of Pennsylvania. **Service at Paradigm – Since 2016.**

Jamie – Implementation Supervisor

Jamie has over 20 years' experience in the configuration and installation of software products. He has an accounting background and is extremely knowledgeable with the PeopleSoft ERP and Applications Software. He is an honorably discharged Navy Veteran (E4 Petty Officer Third Class). **Education** – Bachelor of Science in Accounting – Towson University. **Service at Paradigm – Since 2018.**

Steve – Implementation Specialist

Years of experience providing end-user support and training. He is proficient with Microsoft® Windows operating systems and Office. **Education** – Bachelor of Science in Computer Information Systems – Strayer University. **Service at Paradigm – Since 2014.**

Jim – Implementation Specialist

Years of experience providing implementation and training. He was a desktop technician for about 10 years at various places and did performance video analysis in NASCAR for 8 years. He is also proficient with Microsoft® Windows operating systems and Office. **Education** – Bachelor of Science, IFSM – University of Maryland Baltimore County. **Service at Paradigm – Since 2019.**

5.3 Past Experience with Similar Solutions

The County of Orange, CA: Orange County operates three sites with thirteen (13) scale lanes. Orange County processes more than 700,000 transactions per year. The *WeighStation*[™] System uses a SQL Server database and operates in real-time between all sites using Paradigm Distributed Messaging. Orange County uses our Accounts Receivable and Aging Module for their invoicing. The *WeighStation*[™] System replaced an antiquated Flag Ship System. This project has been implemented in phases since May 2003, the County has performed numerous hours of testing and data verification prior to startup. Complete unattended lane automation was completed in 2006 for their FRB location, in 2008 for the Prima location and in 2009 for their Olinda-Brea location. The County selected PSLLC to replace their web-based Disposal Reporting System which was implemented in 2012. The County upgraded to *WeighStation*[™] in 2015.

The County of Riverside, CA: Paradigm was awarded this project through RFP in the Fall of 2023. The county operates 14 scale lanes across seven landfill facilities. The county will be utilizing the following modules in the *WeighStation*[™], AR and Aging, Paradigm Distributed Messaging, Video/Picture, Unattended, Gate, Light, WeighPay, **Disposal Reporting**, and Web Reporting with Payments. The is currently in Paradigm's implementation process.

City of Tucson, AZ: The city operates a three-scale lane landfill facility which includes one unattended scale lane. The city went live with Paradigm's *WeighStation*[™] solution in the winter of 2021. The city was dealing with a serious traffic flow delay as well as a transaction processing delay with their previous ASI software solution. Paradigm was able to alleviate the city of these delays with our flexible solution and robust experience in the solid waste industry.

Miami County, OH: This three-scale transfer station uses *WeighStation*[™] with a SQL database and utilizes our Accounts Receivable and Aging Module for invoicing. The client has an inbound and two outbound lanes. One of the outbound lanes is used for unattended transactions. The client can process credit card transactions on all lanes. Client utilizes the following modules within *WeighStation*[™]: Alerts/Rules, Gates, Insufficient Funds/Split Payments, Unattended, WeighPay, WeighPass, Message Queuing, Accounts Receivable and Aging, Scale Monitoring, and Video/Picture. Paradigm's system replaced an ILS system and was initially installed in March 2006.

Ramsey Washington Recycling and Energy Board, MN: This two-scale facility uses *WeighStation*[™] with a SQL database and utilizes our Accounts Receivable and Aging Module for invoicing. The client has an inbound and outbound lane. The inbound lane is simultaneously used for unattended transactions. Client utilizes the following modules within *WeighStation*[™]: Alerts/Rules, Insufficient Funds/Split Payments, Unattended, Paradigm Distributed Messaging, Accounts Receivable and Aging. Paradigm's system was initially installed in March 2016.

Delaware Solid Waste Authority, DE: The *WeighStation*[™] System uses a SQL Server database and operates in near real-time between three landfills, two transfer stations, one MRF, and the central office using Paradigm Distributed Messaging. The Authority processes more than 600,000 transactions per year. Several sites are set up with unattended terminals which operate in both unattended and attended mode. In the unattended mode, RF Tags identify the vehicle and if necessary, the driver answers additional transaction questions to generate a ticket. The *WeighStation*[™] System exports transactional data to a Solomon accounting system for customer billing and their general ledger. The *WeighStation*[™] System replaced an in-house system and was installed in May 1999. The Cherry Island facility underwent a complete revamp in 2004 and PSLLC was heavily involved in the design and construction phases. The Authority upgraded to *WeighStation*[™] in May 2017.

City of Seattle, WA: The City of Seattle operates two transfer stations. Each site has unattended processing available for both residential and commercial customers. They utilize the following modules, credit card processing, driver's license scanning, gate, module, light module, RF module, rules module, scale monitoring, accounts receivable and aging and message queuing. The system replaced a Norwesco system and was installed in June 2009 through a competitive bid process.

5.4 Additional Information

The following provide additional information about Paradigm and its offerings.

5.4.1 Baseline Product / Bug Fixes

Updates to the software are available to all clients with an active support agreement. We send out newsletters that outline new features of the application. When a client is interested in a new feature, Paradigm can provide the client with the update to be applied to their test environment and assist with activating a certain enhancement. We provide the update to the client through our website or other agreeable means.

Paradigm tracks all client inquiries in our Support Database. Each inquiry is assigned an Incident ID that can be monitored by the client from our website. Most inquiries are handled immediately by our support team, but we have an escalation procedure in place if additional assistance is needed. Paradigm staff meets regularly to identify programming tasks and set priorities based on client input and business requirements.

5.4.2 Client Enhancements

Paradigm welcomes input and ideas from our clients. We value your input and are open to discussing enhancements. Paradigm will work with you to identify your request and provide a scope of work to outline the enhancement. Depending on the enhancement, a price quote may or may not be necessary. Once the enhancement has been detailed, we will place this in our prioritization queue.

Depending on the enhancement, Paradigm may poll other clients to see if this request would be beneficial to other users. Based on this response, Paradigm will determine if the enhancement should be included at no charge, or for a nominal fee. In some cases, we have a couple clients who have the same business need and those clients have agreed to share in the costs.

All Paradigm clients are valuable and important to us. We understand that the software is a critical part of your business operation and therefore have developed a product with unmatched reliability. Paradigm ranks inquiries as emergency, high, medium, low and wish list. Examples of emergency inquiries are that a solution is down, hardware failure that affects all operations, or other outage scenario. High inquiries are items that affect the daily process of business but are not a showstopper, a work around may be available to assist the client until the fix is in place. Medium inquiries are items that may or may not affect the daily process and a work around is available and the client has identified this as important but not a showstopper. Low inquiries are usually configuration settings and are resolved on a call to our support department. Wish list items are ideas or input from our clients that would be considered for future updates or upgrades to the application.

5.4.3 User Groups

Paradigm holds Regional User Group meetings to keep our clients up to date on the software and its enhancements. We bring several employees to these meetings to have multiple contact points for the participants to ensure questions are answered. We have these meetings on an annual basis if our client base participation warrants. We are also a strong participant with WasteCon, Waste Expo, WEF, the Canadian Waste and Recycling Expo and many local shows. In addition, we post monthly newsletters with valuable information for our clients on our website.

5.4.4 Supporting Testimonials

Paradigm had the privilege of being interviewed for the following article written by Barbara Hesselgrave which was recently published in MSW Magazine. The article title “No Margin for Error” discusses how software plays a vital role in the daily operation of facilities. The article can also be viewed on MSW Management’s website – <https://www.foresternetwork.com/msw-management/article/21076079/no-margin-for-error>.

Recommendation Letters / Comments



CITY OF REDDING
777 CYPRESS AVENUE, REDDING, CA 96001
P.O. BOX 496071, REDDING, CA 96049-6071

SOLID WASTE UTILITY

2255 ABERNATHY LANE, REDDING, CA 96003
P.O. BOX 496071, REDDING CA 96049-6071
530.224.6201
530.224.6212 FAX

November 15, 2018

Mr. Jackie W. Barlow, II
Paradigm Software, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

Dear Mr. Barlow,

This is a follow up to our CompuWeigh v6 upgrade. This week has been a very busy one; but quite a labor of love. We want you to know that our go-live experience has been stellar and we could not have asked for better. We believe the efforts of everyone involved were the key to a successful implementation. All parties spent tireless hours of preparation with testing, programing, configuring, etc.

We found your staff to be exceptionally knowledgeable, and accommodating. Both Jesse and Jake were a dream to work with; we were sad to see them leave. They were very responsive to our needs, had great attention to detail and offered numerous suggestions to save time and effort. It's not often that we are able to interact with industry experts in weighing solutions. We've received several comments that this was the "best go-live ever". We are finding version 6 to be on the cutting edge of technology. We are enjoying it very much.

Your company's individualized support over the next 30 day period following go-live is appreciated. Thank you for the extra attention during this phase. As expected, there are a few items that require follow up but the list is rather short. As you know, the Solid Waste Department has a complex cash posting process and requires custom programming enhancements to the cash file export. If there is anything you can do to help expedite the process it would be greatly appreciated.

We look forward to a continued and mutually beneficial relationship with Paradigm.

Sincerely,

A handwritten signature in blue ink that reads "Naomi Murray".

Naomi Murray
Public Works Supervisor



Immediate Release

Nov. 19, 2010

Contact: Marq Caughell
Public Information Specialist
(727) 464-5505

Solid Waste Operations billing goes electronic

New technology enhances customer service

It was a seamless transition for customers at Pinellas County's Solid Waste Operations. The facility now accepts Visa and MasterCard payments and instead of a clipboard with three copies of a ticket to sign, drivers are handed an electronic signature pad. At the end of the transaction, the receipt contains their signature, as well as information about the type and weight of the waste, plus its point of origin and total cost. Behind the scenes, cameras capture pictures of the load, the license plate, driver and vehicle. Driver's licenses are scanned electronically and the information and video are tied to the transaction number. The entire sequence takes a mere 25 seconds.

The enhanced customer service is the result of a new system installed at the scalehouse. Other benefits include two automated lanes that utilize a radio frequency reader device mounted to the vehicle, or a windshield sticker containing a small transmitter. Capturing pre-programmed customer information, a receipt is automatically generated. Customers are able to pull up their account information online and verify transactions, generate reports and pay their bill. To increase payment flexibility, automated check readers that immediately verify and hold funds are planned.

The improvements are the culmination of a multi-year project to design and implement these enhancements to speed transactions and reduce wait times for customers. The project was a success because of the teamwork between Pinellas County Utilities, Business Technology Services, the Clerk of the Circuit Court, Paradigm Software, L.L.C. and Veolia Environmental Services. Solid Waste Operations is located at 3095 114th Ave. N., St. Petersburg. Waste is accepted Monday through Friday, from 6 a.m. to 6 p.m., and Saturday from 7 a.m. to 5 p.m. The scalehouse is closed Sunday and designated holidays. For more information, please visit www.pinellascounty.org/utilities or call (727) 464-7500.

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Public Services

128 North Second Street • Fourth Floor Courthouse • Yakima, Washington 98901
(509) 574-2300 • 1-800-572-7354 • FAX (509) 574-2301 • www.co.yakima.wa.us

VERN M. REDIFER, P.E. • Director

January 30, 2008

Mr. Philip Weglein, President
Paradigm Software, L.L.C.
10944 Beaver Dam Road – Suite C
Hunt Valley, MD 21030

Dear Mr. Weglein:

Yakima County Public Services, Solid Waste Division, purchased the Paradigm Solid Waste Management Software System in 2006. Since implementation in November 2006, we have found the software to be very user friendly and the support staff have been wonderful to work with. The Paradigm staff are not only prompt in addressing issues that may occur but go out of their way to assist us as questions and issues arise.

The transition from our old canned software program went smoothly. The staff from Paradigm provided training for the administration staff and the scalehouse attendants, so our staff was at ease when the switchover took place. The reporting options are endless and the audit features are exceptional. It is very convenient to be able to review actual numbers flowing through from the scalehouses to the administration office.

Since switching to Paradigm software, we are able to process customers faster, provide more detailed reporting and have a more complete audit trail. Paradigm's ability to modify the software to meet our specific needs has been a tremendous asset to the Solid Waste Division.

We are pleased to recommend Paradigm Software as a positive addition to any solid waste facility.

Sincerely,

Wendy Mifflin
Solid Waste Manager



417 Century Court
P.O. Box 305
Franklin, Tennessee 37065

January 30, 2006

Mr. Jackie Barlow
Paradigm Software, LLC
1202 York Road
Lutherville, MD 21093

Dear Jackie:

Thank you so much for the work of Joe Fiedler last week on the installation at the City of Franklin, Tennessee. His service was outstanding and every challenge and road block we inadvertently put in front of him he handled with grace and professionalism.

We look forward to Joe coming back and completing the installation and finishing the training for our staff. I can only tell you at this point that if the software works half as well as Joe does, and we have no reason to believe it won't, we are going to be very happy customers.

Thank you again for your assistance in this project. We are looking forward to a very long and positive relationship as we go into the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Williams".

Joe Williams
Director of Solid Waste
City of Franklin

JW/sc

(615) 794-1516 - Office

www.franklin-gov.com

(615) 791-3289 - Fax

COUNTY OF CAMPBELL



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www.co.campbell.va.us

COUNTY ADMINISTRATOR
R. DAVID LAURRELL

BROOKNEAL (434) 283-9525
LYNCHBURG (434) 592-9525
RUSTBURG (434) 332-9525
FAX NO. (434) 332-9617

December 2, 2004

Mr. Phil Weglein
President
Paradigm Software LLC
1202 York Road
Lutherville, Maryland 21093

Dear Mr. Weglein:

A big thank you is extended to you, Erica and Joe for the time and commitment during the installation/training process at our landfill. Your cooperation and those of your staff truly shows professionalism.

I had asked Erica to remind me to give her the second payment before she and Joe left, but guess what happened? We all forgot. Enclosed, please find your second payment.

May you and all of your staff have a New Year full of good health, laughter, prosperity, and wonderful memories.

Environmentally yours,

Diane Dodd
Landfill Office Manager
Professional Waste Management Facility
Operator

RESPECTING THE PAST, ATTENDING THE PRESENT, CONCENTRATING ON THE FUTURE

This customer is now part of Virginia's Region 2000 Partnership.

Arnold O. Chantland resource recovery system

110 Center Avenue, P.O. Box 811, Ames, IA 50010 Phone: 515-239-5137 Fax: 515-239-5490

Jackie W. Barlow II
Technical Support/Group Manager
10944 Beaver Dam Road, Suite C
Hunt Valley, MD 21030

Dear Jackie:

You've asked for a testimonial relating to our experiences with you as a company, support, promises kept, etc. And finally I think I have time to do just that! Let me know if there's anything else you need from us.

"Our Paradigm Software was installed in August of 1999. Paradigm sent Chris Holmes from their office to install our program and hardware, as well as to train all staff that would be involved in using it. The company was careful to accommodate our varying schedules to be sure everyone had a chance to use the new program and understand it before going 'live'. After the installation, Chris let us know that we could call any time to get help if we needed it. We also had emergency numbers to call in the event that we needed help during non-traditional office hours; this was very handy on a couple of Saturdays I can think of! Paradigm has been very responsive when we've needed to add things to our system; we tell them what we'd like the system to do for us, and they come up with just what we need. They've been able to fit their program to our rather unusual operation of our waste-to-energy system; we really appreciate the personal attention we've received from the company."

Sincerely,

Lorrie E. Hanson
Principal Clerk

Rodman County, NY

When our facility was looking for a new software package that would accommodate our needs, I put a lot of time and effort in to researching all the latest programs available. I was very impressed with what Paradigm Software, L.L.C. had to offer. Your program provided the flexibility and capability that our landfill was looking for, while being very user-friendly.

We have been using the CompuWeigh System since September 1999 and have been very pleased with the results. The support staff at Paradigm was very helpful in tailoring the program to meet our needs. Paradigm has provided a great deal of assistance with our accounting software program that we download our billing information to, even though it is not part of the CompuWeigh System.

I have found that I seldom have had to call Paradigm for technical assistance as the program has run so smoothly, but whenever I have placed a call, my questions have been answered expediently and explained in a manner that was comprehensible. The customer service at Paradigm Software is exceptional.

I have received calls from other landfills that are exploring new software options and I cannot say enough good things about the CompuWeigh System and the people at Paradigm.

Sincerely,

Jan M. Castro
Customer Service Specialist

5.4.5 Development Language

CW6 is developed in the .NET and C# programming languages. We utilize SQL Server for the database and Visual Studio and TFS for the maintenance of the software development. Our product grows through an evolutionary process with the knowledge we obtain with our internal research and development and from client input. This practice will continue with the company and the software development.

5.4.6 Versions / Release Implementation / R & D

The initial version of the application was in production in April 1992. In 1996, CW3 was available for installation. CW5 was finalized and installed for the first client in a production environment in June 2002. In October 2014, Paradigm released our latest version, CW6, and installed it for Manatee County, FL. Paradigm defines versions as either an “Update” or an “Upgrade”. An “Update” is any changes to the product that are made within the same version that the client is currently licensed for (example – going from version 6.1 to 6.2). An “Upgrade” is a new installation of the product in which it has drastically changed from the prior version (example – going from version 6.x to 7.x). The update process is straight forward. Paradigm will provide the client with an executable file which will be installed on the necessary server/machines to bring the solution up to the latest build. Paradigm will assist or perform this update to ensure no issues occur for a nominal fee. We highly urge all clients to have a test environment to assist in the roll out of new updates.

With the release of our newest version, we are focused on upgrading our current client base to this version. Paradigm posts our company newsletter monthly to our website which highlights new features within the application, new clients, client profiles (for those who want to participate), and upcoming events where Paradigm will be in attendance. Paradigm would be happy to discuss future enhancements we are considering in an on-site demonstration as this information is confidential and a competitive advantage to our future success.

Paradigm has consistently performed above and beyond our competitors in new innovations on a software, hardware, and support level. Paradigm is second to none in providing a state-of-the-art solution and the knowledge and skill to back and support these technologies. Clients who want to protect their investments choose Paradigm Software. Paradigm was the first company in the industry to offer a color sunlight readable LCD Display for more flexibility in unattended processing solutions. We were the first in the industry to offer near real time data transfer without the solution running on the same network. We were the first in the industry to offer a complete PCI Compliant and Validated and P2PE/EMV attended and unattended credit card processing solution. Many of our enhancements come from our knowledgeable staff and also from ideas of our clients.

Paradigm is continually investing in Research & Development for future enhancements. All future enhancements are for the betterment of the software and our clients. Paradigm makes no claims that future enhancements to the product are not construed to be guaranteed or available within a specific time frame.

5.4.7 Quality Assurance

Paradigm takes great pride in ensuring we deliver a quality product to our clients. Once awarded, Paradigm will assign a project manager to be the client's main point of contact throughout the implementation. That point of contact will be the lead specialist for the implementation and will have all resources available to him/her from Business Development, Implementation, Solutions Development, Support and Services, and Executive Management. Paradigm has implemented a milestone approach to our implementations. During the kick-off meeting, our project manager will discuss and outline these milestones for the client. The milestones cover items required by the client, by Paradigm and joint milestones. The use of the milestones has been proven to ensure a successful installation and to keep the planning, implementation, configuration, testing, and training phases moving forward. Within our implementation plan provided in this response, we have outlined these milestones for your review.

Our weekly update builds go through a quality assurance process where basic solution functionality is validated in our test environment. These preliminary tests ensure the product performs the new functionality implemented in the application and standard functionality. We recommend each customer have their own test environment and utilize the test scenario guide created during implementation to ensure the update meets your expectations prior to rolling out into a production environment.

5.4.8 Section 508 / AODA Compliancy

Paradigm Software is working closely with the City of Toronto towards Accessibility for Ontarians with Disabilities Act (AODA) and Section 508 (for the US). This will allow the software to follow standards to become more accessible to people with disabilities.

6.0 Proposed Solution

Paradigm provides the following information for additional detail and narrative regarding our proposed solution.

6.1 CW6 Overview

The solution is developed for the solid waste and recycling industry which is over 95% of our client base. The solution is written using Visual Basic .NET with either a SQL Express or SQL Server database. CW6 grows through an evolutionary process and all clients run the same code base. This makes supporting our clients and enhancements streamlined.

CW6 is used at the scale house and the administrative office. The primary features of the proposed solution are presented as follows:

The user customizable WeighStation™ program is used at the point-of-sale location by integrating with the scale indicator to process transactions and end of day close-out procedures and includes:

- Transaction Processing
- End-of-Day Processing
- File Backup Processing

The office set (CW6) includes all features to manipulate the stored data including:

- Account Editing
- Truck Editing
- Transaction Editing
- Report Writer with Shift Totals
- Posting
- Accounting Receivable and Aging (Optional)

The Microsoft® Windows operating system was selected to allow the greatest flexibility of data manipulation and for ease of use by end users. The solution was designed to use a common "look and feel" across all programs. This allows the user to quickly learn the programs.

The solution's report writer will allow the user to create custom reports on transaction activity by selecting fields from the database. The solution will allow user definable totals to be accumulated over time and track both inbound and outbound material for inventory control. In addition, the solution integrates with Crystal Reports® for more detailed or graphic reports. Crystal Reports® can be purchased separately as an off-the-shelf product from any local software retailer.

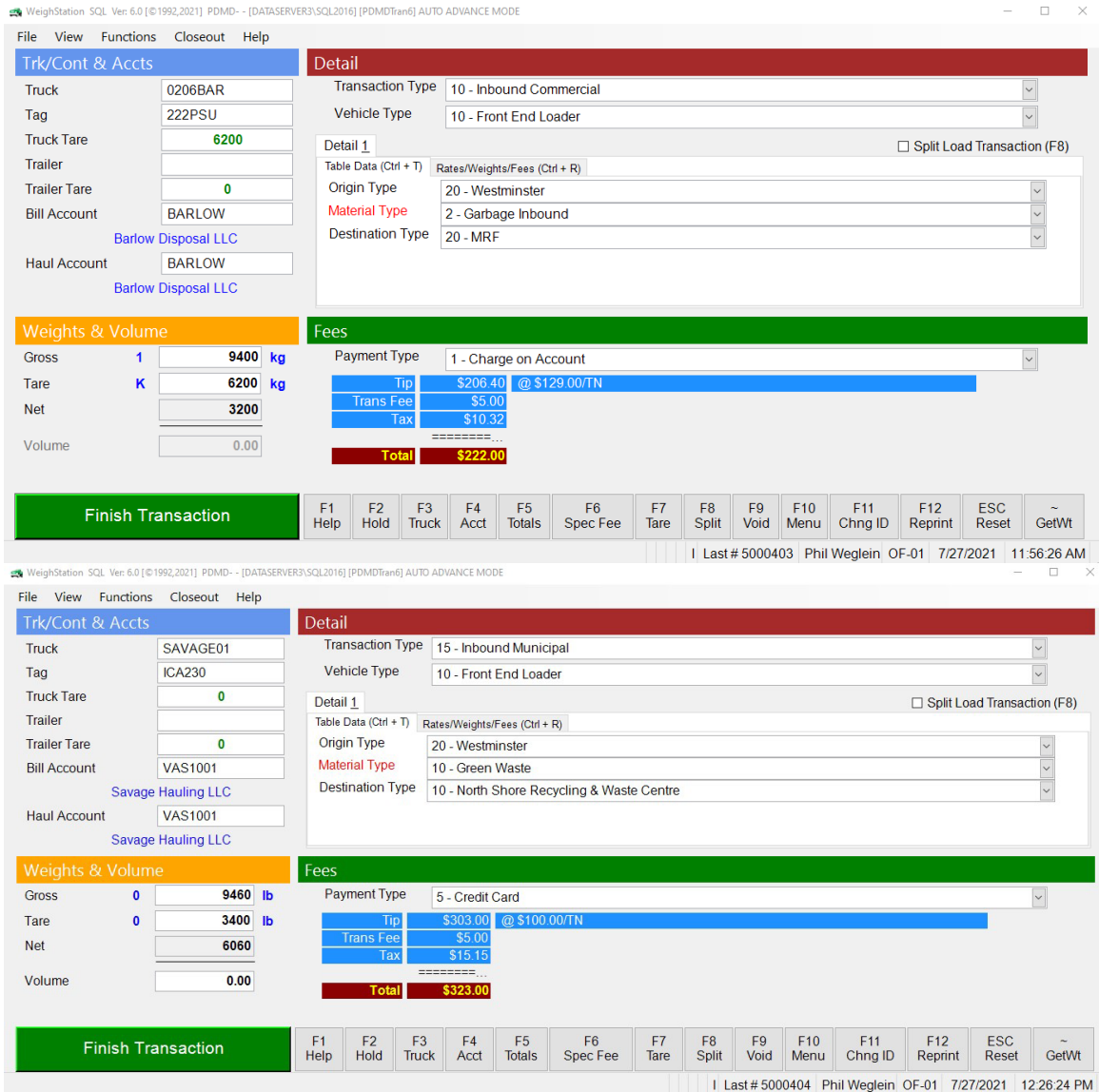
The four main requirements to produce a fully functional and useful solution are:

1. Thorough knowledge of the solid waste industry, including its operation and evolution,
2. The capability to produce well-engineered, easily customizable database management software,
3. The willingness to customize the solution software to meet the requirements of the RFP, and
4. The ability and willingness to provide superb ongoing client training and support.

Paradigm possesses all these essential qualifications. The proposed solution will be a turnkey solution meeting the specifications of the RFP. Paradigm understands the requirements set forth in the RFP.

6.1.1 WeighStation™

At the first point of the data collection process, the *WeighStation™* program provides the means for capturing real time data at the point of sale. The *WeighStation™* program is designed and written for the Windows environment. The program can be operated using the keyboard, a mouse, or a combination of the two. It also supports badge reading and other input capabilities for automating inbound/outbound transactions or in an unattended mode.



As seen from the screen sample above, the *WeighStation™* program has a single screen design, so the user is not confused by information overload. The user is presented with all the information necessary to complete a transaction, but through the use of menus and control keystrokes the user has the means to access other information when it is needed. Through the menu bar or function keys, the user can query truck or account files, pull trucks out of the hold file, instantaneously view daily totals, reprint or void

transactions, assess special fees for transactions, get on-line help, change the hardware configuration, close-out for the day and more. All of this is available when the user needs it, all within the same program.

Available in the WeighStation™ program is the ability to assess multiple material, origin and destination types to a single transaction. This capability eases the processing of trucks that carry several different types of materials in one load or pickup from several different areas on one haul.

The WeighStation™ program was designed with the concept that each transaction has certain properties that define how that transaction is to be processed. Properties such as the flow of trucks around the facility, which printers and scales to use and when, what information to collect and how-to bill are some of the operational choices that are provided to the user. This capability permits the client to tailor the solution to fit site needs. Other options include, but are not limited to, custom ticket design, custom cash drawer closeout procedure, custom reporting and custom transaction configuration.

WeighStation™ Program Features

The WeighStation™ program supports an extensive array of functions specific to waste management applications. A partial list of program features follows.

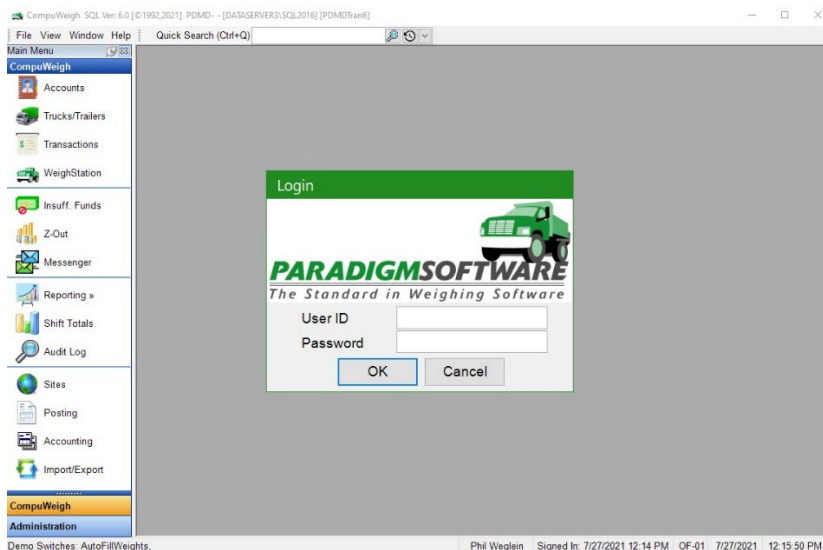
- Single screen design for ease of use and learning.
- Direct flow meter interface.
- Direct scale interface.
 - Track up to 5 Gross Axle weights per transaction.
 - Track up to 5 Tare Axle weights per transaction.
 - Tare averaging for trucks.
 - Ability to view vehicle tare upon vehicle entry.
- Direct electronic cash drawer control.
- Flexible device set up.
- Ticketing.
- Fully customizable ticket design.
 - Ability to have multiple ticket layouts based on transaction type.
 - Ticket layout changes require no additional programming.
 - Ticket message capability (security controlled).
 - Inbound and/or Outbound Ticketing.
 - Supports up to four ticket printers.
- Supports different report printers.
- Log Printing.
- Simultaneous transaction log printing.
- Transaction log saved to file.
- Log messages.
- Full truck file editing capability (security controlled).
- Full account file editing capability (security controlled).
- Twelve-character alphanumeric truck/container and account numbers.

- Ability to track the Bill To Account, Hauling Account, Ship From Account and the Ship To Account. This allows for Broker and third-party transactions.
- Multiple automated inputs are optional (Barcodes, RF, Badge Support, etc.)
- Transactions.
 - Inbound and Outbound transaction types.
 - User definable transaction types.
 - Over 150 procedural options for each transaction. This allows the end user to add new transactions or change a transaction option without additional programming.
 - No set number of transaction types. Ability to have as many or as few transaction types as the site requires.
 - Unlimited Hold file for incomplete transactions.
- Fees.
- Bill by Vehicle/Container Type, Material Type, Origin Type, Destination Type, or one of three user definable types.
- Unit of Measure includes: Tons, Pounds, Gallons, Quantity, Flat Fee, Cubic Yards, Cubic Meters, Kilograms, Each, Quart, Cubic Feet, Can, Bales, Day, Week, Month, Year, Volume, Not Applicable.
- Taxes.
- Solution wide Tax Rate.
- Billing Commodity Specific Tax Rate Override.
- No Tax Account Status.
- Tax changes on the fly (security controlled).
- Special Surcharges.
- Ability to choose up to ten, from list of up to 32,000, additional surcharge fees per transaction.
- Master Rate Tables.
- Billing Account Specific Rate Tables. Master price modifiers include, =, +, -, * and /.
- Rate changes on the fly (security controlled).
- Support for Rates down to 1/1000th of a cent.
- Minimum fees based on commodity entry.
- Multiple incoming materials (up to ten) per transaction.
 - Ability to Track/Edit each materials Rate, Tip Fee, Tax Rate, Tax Percentage, Volume/Quantity, Weight, and Unit of Measure.
- Daily client or material specific limits.
- Virtually unlimited of user definable payment options (cash, check, credit card, coupon, prepaid, charge, no tip).
- Virtually unlimited of user definable material types.
- Virtually unlimited of user definable origin types.
- Virtually unlimited of user definable vehicle types.
- Virtually unlimited of user definable destination types.
- Three user definable table types.
- Real time Billing Account credit check.
- Transaction/Ticket number control.

- Many levels of security per program and security within each program.
- Including menu/option level.
- On-line totals to any station:
- User definable real-time totals.
- Voiding of transactions with log print out.
- Reprints of transactions.
- Manual transactions (security controlled).
- On-line hyper link help.
- Multi-user solution.
- Multi-site and multi-company capability.
- Ability to have transactions separated based on Site or Company.
- User definable report layouts.
- User definable closeout procedure.
- Ability to have all items of a transaction defaulted from either the transaction type or the truck/trailer file.
- Purchase Order number field.
- **Note field** (prints on ticket and is saved with transaction).
- Set table default overrides for the day (all inbound materials may go to a specified grid location for the entire day).

6.1.2 Office / Administration

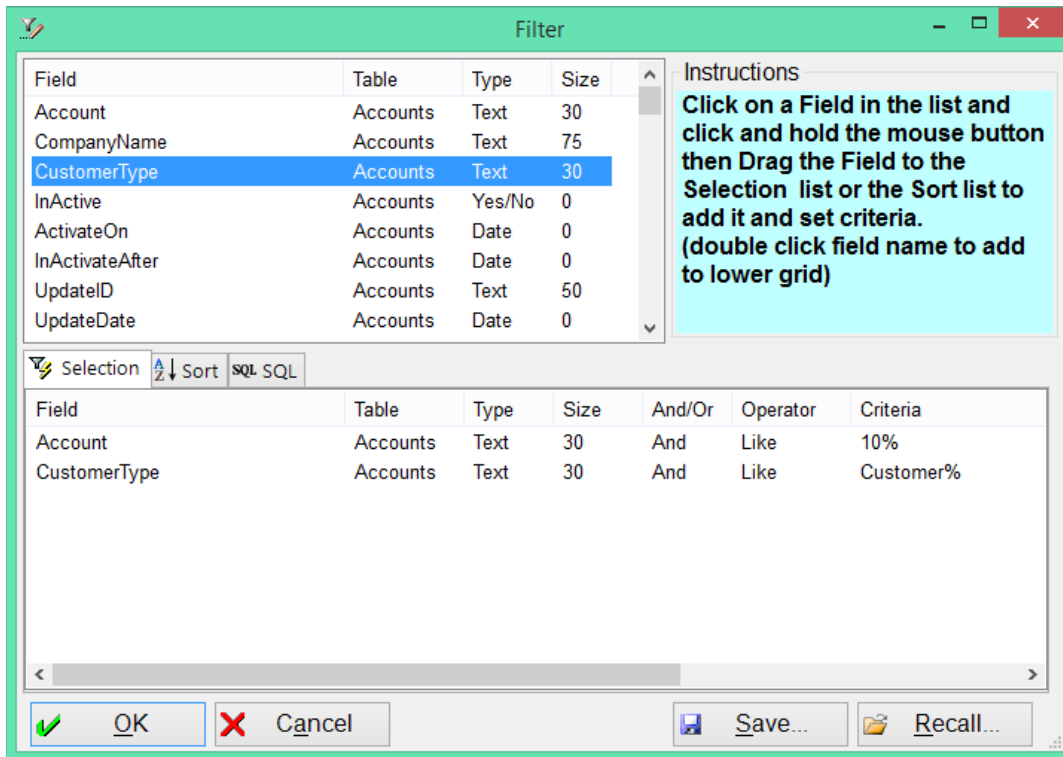
The primary features of the proposed solution are presented as follows. CW6 has three edit windows, Account Edit, Truck/Vehicle Edit, and Transaction Edit. All edit programs share various solution features. Because they share features and the use of the Microsoft® Windows Operating System; once the user is comfortable with one edit window, they can easily use the others. The only difference between the features is the fields that make up the database. The password protected desktop metaphor allows for dragging all CW6 screens aside while running to multitask and do other operations.



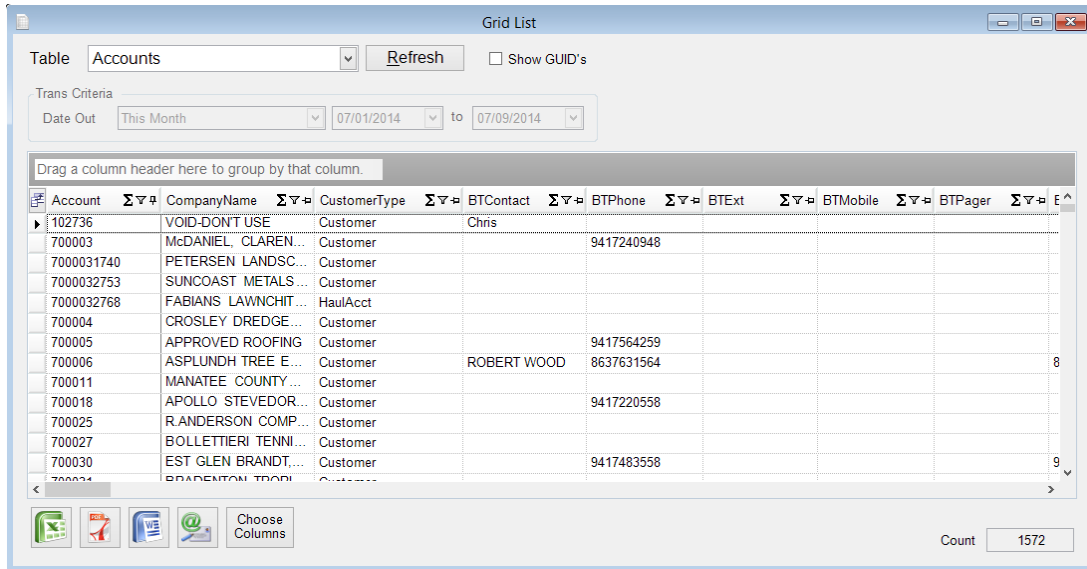
All edit windows share the same set of file access buttons. Moving through the file is simple and common across the programs. Note the standard database icons. Briefly holding the mouse over each button displays bubble help.



All edit windows support powerful filtering. This allows the user to search for any string of data in a file such as a date, a price, an account or a string of characters. The user can put all the matches into a single list and then view the matches one by one.

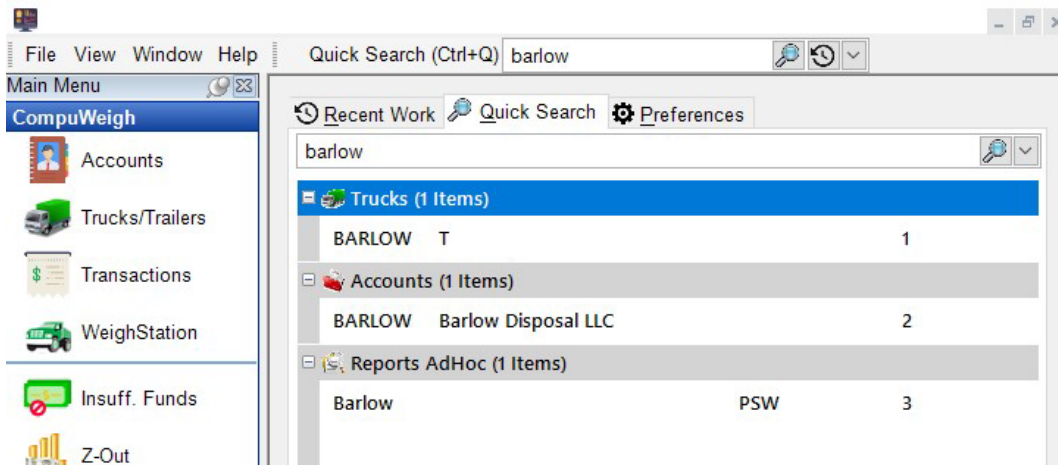


Each edit window offers a unique list window. This window allows the user to view the data in a concise manner where each record occupies a line in the list. The user can select a record from the list and bring it to a full editing window, by simply clicking on that record with the mouse.



Quick Search

CW6 comes standard with a Quick Search feature that will place virtually all data right at your fingertips. Simply type in the information you are looking for and the solution will search the database to find where that information is located. In the example below, we searched for the word 'barlow'. The results are shown below the quick search, and it found a truck, account and a report that contained the word 'barlow'. This feature will also search solution settings with appropriate user rights.



Database Processing Features

CW6 supports an extensive array of functions. The list of program features is as follows.

Edit Programs (Account Edit, Truck Edit, Transaction Edit)

- Common design across all programs.
- Edit or browse mode (security controlled).
- Transaction Edit through a separate program.
- User definable reports in any unit.

- User definable origin reports.
- User definable generator reports.
- User definable waste type reports.
- User definable destination reports.
- User definable Time of Day and Day of Month reports.
- User definable transaction type reports.
- User definable payment type reports.
- User definable cash drawer closeout reports.
- All reports are exportable to ASCII, word processor or spreadsheet.
 - Data can be exported to Microsoft® Excel and then saved to the database or another format.
- Undelete the previously deleted record.
- Comprehensive find capability.
- On-line hyperlink help.
- Multi-user solution.
- Multi-site and multi-company capability.
- Many levels of security per program and security within each program.

6.1.3 Account Edit

The Account Edit window is used to maintain the **customer database**.

Account Edit - MANN

Key Information Created By: Trevor Mann - 5/8/2020 12:08:04 PM

Account: MANN Company Name: Mann Disposal

Customer Type: Customer

Inactive Activate On: Inactivate After:

Bill To | Ship To | Contacts | Options | Rates | Accounting | WS Defaults | Notes | WS Note | Allowed Table Entries | WS Prompts | Allowed Accts | Documents | Transactions

Doing Business As: Mann Disposal

Contact: Trevor K Mann Phone: (410) 329-1300 3

Address: 113 Old Padonia Road Fax: (443) 275-2509

City: Cockeysville Mobile: (555) 555-5555

Country: United States Website: www.paradigmsoftware.com

State: MD Zip Code: 21030- Email:

County:

Address Combined

Attn: Trevor K Mann
Mann Disposal
113 Old Padonia Road
Cockeysville, MD 21030

Some of the Account Edit Features include:

- Standardized user interface across all data edit forms
- Unlimited Contacts

- Account Specific Rates
- Defaulting based
 - Account, Site Code, Inbound vs. Outbound and Special Fees
 - Truck, Site Code, Inbound vs. Outbound and Special Fees
 - Site Code, Inbound vs. Outbound and Special Fees
 - Rate Table, Site Code, Inbound vs. Outbound and Special Fees
 - Transaction Type, Site Code, Inbound vs. Outbound and Special Fees
- Account and truck specific ticket notes
- Account and truck specific WeighStation™ notes which can remind the operator about specific reminders. Includes activation and deactivation dates and completed checkbox.
- Allowed Table Entries Tab: Allowed limiting table entries at the scale house
 - Based on Account, Truck, Transaction, Table Entry (Material, Origin etc.), Site
- Allowed Accounts Tab
 - Allowed limiting bill account or haul account at the scale house.
 - Based on Account, Truck, Transaction, Table Entry (Material, Origin etc.), Site
- Documents Tab
 - Allows storing documents with an account, truck, and site.
 - For example, PDF bond documents or scanned signed LOA's.
 - Simple drag and drop functionality
- Transaction Tab
 - Shows a quick view of transaction data for an account or truck with full grouping and sub totaling capabilities

Notes Tab

Key Information Created By: Trevor Mann - 5/8/2020 12:08:04 PM

Account: MANN Company Name: Mann Disposal
 Customer Type: Customer
 Inactive Activate On: Inactivate After:

Bill To Ship To Contacts Options Rates Accounting WS Defaults **Notes** WS Note Allowed Table Entries WS Prompts Allowed Accts

Drag a column header here to group by that column.

Date	User	Notes
07/27/21 02:02:42 PM	Phil Weglein	New office manager.
07/27/21 01:35:04 PM	Phil Weglein	Extended contract.
07/27/21 01:34:35 PM	Phil Weglein	Document Added: [M:\Alayna.Munoz\Screenshots\Section 2.1.1 WS lbs.jpg]
07/27/21 01:34:12 PM	Phil Weglein	Document Added: [M:\Alayna.Munoz\Screenshots\Section 2.1.3 Account Edit.jpg]
07/27/21 01:33:08 PM	Phil Weglein	Called to get bond increased
05/08/20 12:16:10 PM	Trevor Mann	Great Customer.

Add ... Note (Ctrl+N)

- Unlimited Notes Table with data time of each Note

6.1.4 Truck Edit

The Truck Edit window is used to maintain the **vehicle database**.

Truck/Trailer/Container Edit - BARLOW

Key Information Created By: Phil Weglein - 7/27/2021 1:14:49 PM

Truck: BARLOW

Bill Acct: BARLOW

Truck Type: Truck (T)

Bill Account Information

Attn: Mr. Jackie W. Barlow, II
Barlow Disposal LLC
Mr. Jackie W. Barlow, II (410)329-1300
113 Old Padonia Road, Suite 200...

Inactive Activate On: [] Inactive After: []

Identification Defaults WS Defaults Weights Options Vehicle Info Notes WS Note Allowed Table Entries Allowed Accts WS Prompts Documents Transactions

Tag Number: RFGZR

Tag 2 Number: []

RF/Barcode Information

RF Tag #: [] Scan

RF Card Type: []

Print Barcode

The Truck Edit window includes all the functionality as the Account Edit window. This allows the user to set up default information for each truck, such as the most common type of material the truck brings to the facility, the material origin, the tare weight, etc. This means that when the truck enters the facility and the scale house operator retrieves the truck information from the Truck File, all the default information is passed into the WeighStation™ program for the operator to review. Leaving information blank in the Truck File will force the operator to enter the information at the time of the transaction.

6.1.5 Transaction Edit

The Transaction Edit window is used to maintain the **transaction database**.

The screenshot shows the 'Transaction Edit' window for transaction ID 10000015. The window title is 'Transaction Edit - 10000015'. The main section is titled 'Transaction Key Information' and contains fields for 'Trans Num' (10000015), 'Trk & Trlr' (TKM123), and 'Bill Acct' (CASH). Below this is a tabbed interface with tabs for 'Control', 'Table Detail', 'Special Fees', 'Rates/Weights/Fees', 'WS Notes', 'Notes', 'Misc', 'Related Trans', 'Signature', 'Pictures', and 'Documents'. The 'Control' tab is active and contains several sections: 'Truck' (TKM123), 'Trailer', 'Truck Tag' (TKM123), and 'Truck Tag2'. A central section is divided into 'In' and 'Out' columns with fields for 'ID' (PSW), 'Time' (12:59:52 PM / 01:00:03 PM), 'Date' (03/11/2021), 'Lane' (01), and 'Machine' (ANDREW-YOGA). Other fields include 'Site' (LF), 'Company' (PDMD), 'Direction' (I), and 'Disposal Date' (03/11/2021). A 'Split Record' checkbox is also present. The bottom section contains 'Bill Acct' (CASH), 'Haul Acct' (CASH), and 'Residential (RDO)' options. A 'Void Information' section includes a 'Void' checkbox, 'Void Date', and 'Void User ID' fields. A 'Void Reason' text area is located at the bottom.

The Transaction Edit window gives the user full control over the transaction database. Allowing the user to view and edit historical transaction records.

Some of the Transaction Edit Features include:

- Complete editing of tickets based on user rights with complete auditing.
- Reprint and email tickets
- Unlimited split materials
- Unlimited special fees
- Note History to keep track of dated notes about a transaction
- Documents tab allows saving addition files with a transaction. For example, pictures of the load
- Transaction Reversals – Provides the user with the ability to negate a transaction while still leaving a record for auditing purposes. Reversal transaction is linked to the original transaction.
- Transaction Corrections – Provides the user with the ability to generate a new transaction based off of the original and correct the transaction accordingly. All transactions are linked together (original, reversal and correction).

6.1.6 Site Edit

Site Edit - OF

Site Information

Site Code: OF Site Name: Office

Inactive Site Type: Office (O)

Line of Business: _____

Description 1: _____

Description 2: _____

Address | Lane Codes | Contacts | MSMQ Options | User Fields | Notes | Documents | Transactions

Contact: _____ Phone: (410) 329-1300

Address: 113 Old Padonia Rd Fax: () - -

Country: United States Email: _____

City: Cockeysville Latitude: Not Set

State: MD Zip: 21030- Longitude: Not Set

County: _____

Address Combined

Office
113 Old Padonia Rd
Cockeysville, MD 21030

- Allows storing all site related options and information. Includes all the same functionality of the other edit forms.

6.1.7 Audit Logs

There are five primary logs maintained by CW6.

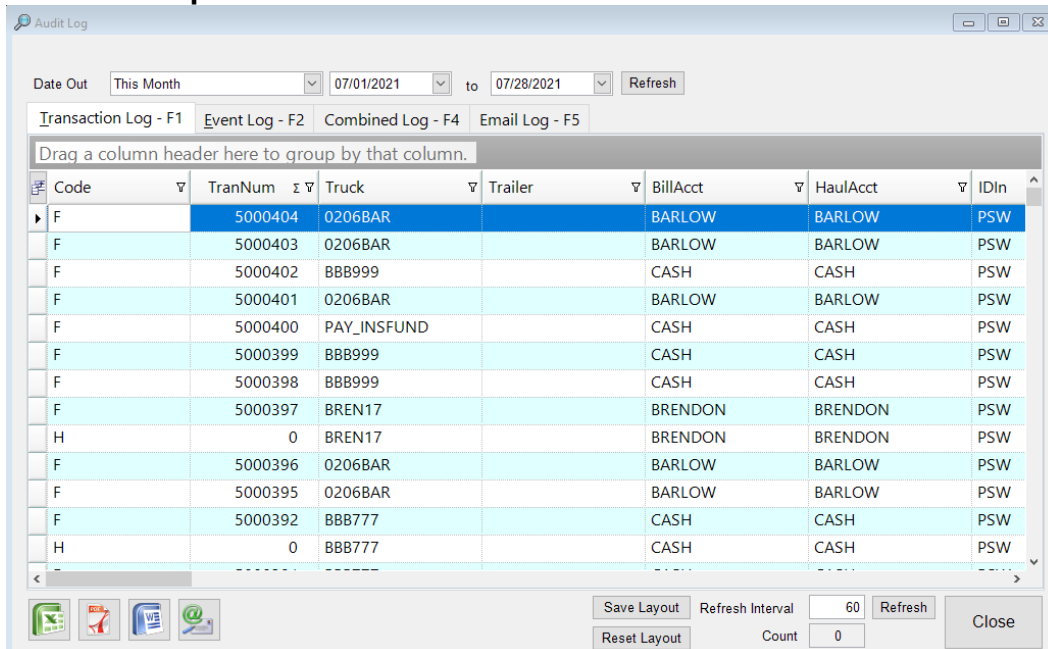
1. Transaction Log
 - a. Stores data about a transaction during the processing of the vehicle in the scale house.
 - b. Stores important information when the transaction is placed in the hold table.
 - c. Stores completed information when the transaction is finished and the final data is written to the primary Transaction tables.
2. Event Log
 - a. Stores any important information about user actions in the solution.
 - b. Partial list of Events Tracked
 - i. CompuWeigh Started
 - ii. CompuWeigh Exited
 - iii. CompuWeigh Login
 - iv. CompuWeigh LogOut
 - v. WeighStation™ Started
 - vi. WeighStation™ SpecialFeesModified
 - vii. WeighStation™ ClearScreen
 - viii. WeighStation™ GetWeightKeyUsed
 - ix. WeighStation™ Reset TransactionNumber
 - x. WeighStation™ ModeChange

- xi. WeighStation™ Transaction Note Changed
 - xii. WeighStation™ RuleViolation
 - xiii. WeighStation™ RuleResult
 - xiv. WeighStation™ Exited
 - xv. LOA Used
 - xvi. Reprint Ticket
 - xvii. Report Run
 - xviii. Report Changed
 - xix. Batch Report Run
 - xx. Batch Report Changed
- c. There are currently more than 120 events which can be tracked in the Event Log table. The client can select which events to track. New events can be added as needed to suit client requests.
 - d. The log events are sent via MSMQ to a central repository at the main office of the client.
3. Health Log
- a. Stores information about the health of the software and the sites.
 - b. Transaction Count by day by site
 - c. Errors – If any .NET errors occur they will be stored in this log
 - d. Event Log counts by day by site
 - e. Database Health
 - i. Size of the MDF and LDF files
 - ii. Index Fragmentation
 - iii. SQL Version
 - iv. Hard drive free space
 - f. CW Windows Services
 - i. Which services are running
 - g. MSMQ Health
 - i. Queue Status
 - h. CW versions
 - i. List of versions of software installed at sites
4. Email Log
- a. Maintains a list of emails that were automatically sent by the solution.
5. WeighPay Log
- a. Stores events related to electronic payment processing, such as Credit, Debit, and Check payments, and related functions.
 - i. Partial list of events tracked
 - 1. Check Encryption Keys
 - 2. Void Raw Request
 - 3. Begin MiddleWare Process
 - 4. Application Shutdown
 - 5. Sale Raw Response
 - 6. MiddleWare Process Complete
 - 7. Installation
 - 8. MiddleWare Process Error
 - 9. MiddleWare Response

- 10. Authorization Raw Request
- 11. Authorization Raw Response
- 12. Debug
- 13. Force Raw Response
- 14. SignatureCapture Raw Response
- 15. Logging
- 16. FullAuthorizationReversal Raw Request
- 17. User Access
- 18. User Update
- 19. Check User Right
- 20. Void Raw Response
- 21. Administrative Action
- 22. Refund Raw Response
- 23. FullAuthorizationReversal Raw Response
- 24. Application Startup
- 25. SignatureCapture Raw Request
- 26. Refund Raw Request
- 27. Sale Raw Request
- 28. Sale Response
- 29. Force Raw Request

The following page displays a few screen samples of these features.

Screen Samples



Code	TranNum	Truck	Trailer	BillAcct	HaulAcct	IDIn
F	5000404	0206BAR		BARLOW	BARLOW	PSW
F	5000403	0206BAR		BARLOW	BARLOW	PSW
F	5000402	BBB999		CASH	CASH	PSW
F	5000401	0206BAR		BARLOW	BARLOW	PSW
F	5000400	PAY_INSFUND		CASH	CASH	PSW
F	5000399	BBB999		CASH	CASH	PSW
F	5000398	BBB999		CASH	CASH	PSW
F	5000397	BREN17		BRENDON	BRENDON	PSW
H	0	BREN17		BRENDON	BRENDON	PSW
F	5000396	0206BAR		BARLOW	BARLOW	PSW
F	5000395	0206BAR		BARLOW	BARLOW	PSW
F	5000392	BBB777		CASH	CASH	PSW
H	0	BBB777		CASH	CASH	PSW

Audit Log

Date Out: This Month 07/01/2021 to 07/28/2021 Refresh

Transaction Log - F1 Event Log - F2 Combined Log - F4 Email Log - F5

Drag a column header here to group by that column.

EventDate	EventTime	UserI	Event	Data	Reason
7/28/2021	08:03:38 AM	PSW	Error	Error: System.InvalidCastException: C...	at M
7/28/2021	07:50:46 AM	PSW	CompuWeigh Login		
7/28/2021	07:50:44 AM		CompuWeigh Started		
7/27/2021	12:20:46 PM	PSW	WeighStation Started		
7/27/2021	12:20:41 PM	PSW	SettingsSaved		
7/27/2021	12:20:14 PM	PSW	WeighStation Exited		
7/27/2021	12:20:09 PM	PSW	WeighStation Started		
7/27/2021	12:19:44 PM	PSW	CompuWeigh Login		
7/27/2021	12:19:43 PM		CompuWeigh Started		
7/27/2021	12:19:36 PM	PSW	CompuWeigh LogOut		
7/27/2021	12:19:36 PM	PSW	CompuWeigh Exited		
7/27/2021	12:19:31 PM	PSW	WeighStation Exited		
7/27/2021	12:19:25 PM	PSW	WeighStation Started		

Save Layout Refresh Interval 60 Refresh Close

Reset Layout Count 552

Audit Log

Date Out: This Year 01/01/2021 to 07/28/2021 Refresh

Transaction Log - F1 Event Log - F2 Combined Log - F4 Email Log - F5

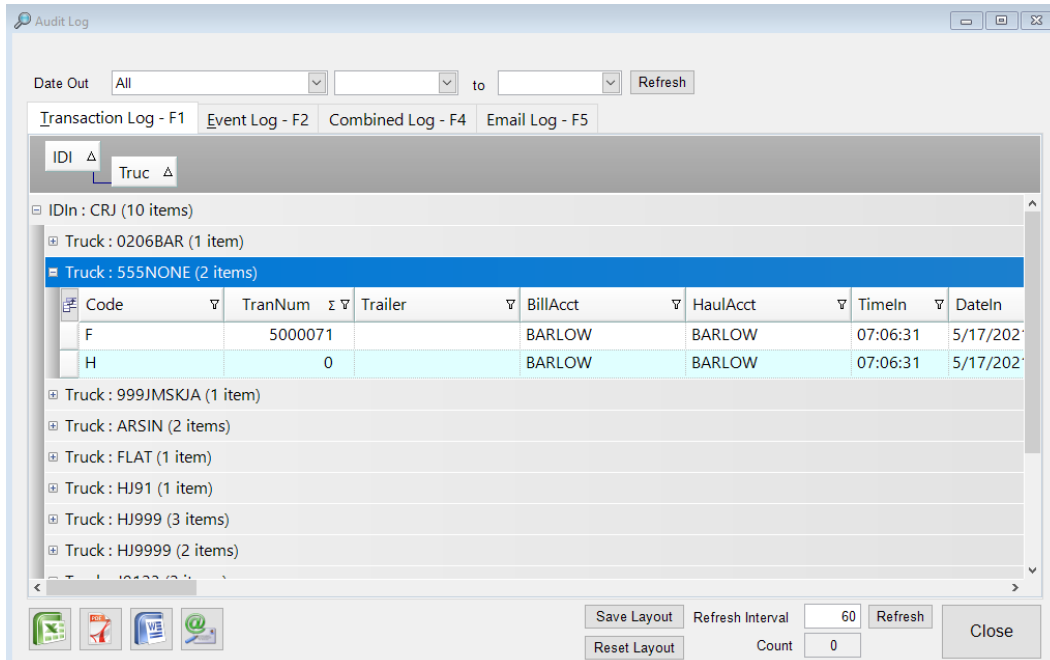
Drag a column header here to group by that column.

EmailID	CreatedDate	ToEmail	Subject	Body
7	5/18/2021	cheryl.johnson@paradigmssoftware.com	Transaction ticket #500007	Please review the
6	5/17/2021	cheryl.johnson@paradigmssoftware.com	Transaction ticket #500006	Please review the
5	5/17/2021	cheryl.johnson@paradigmssoftware.com	Transaction ticket #500006	Please review the
4	5/17/2021	cheryl.johnson@paradigmssoftware.com	Transaction ticket #500007	Please review the
3	4/11/2021		Weekly Totals Report	Good Morning,
2	3/14/2021	jackie.barlow@paradigmssoftware.com	Transaction ticket #500000	Please review the
1	3/14/2021	jackie.barlow@paradigmssoftware.com	Transaction ticket #500000	Please review the

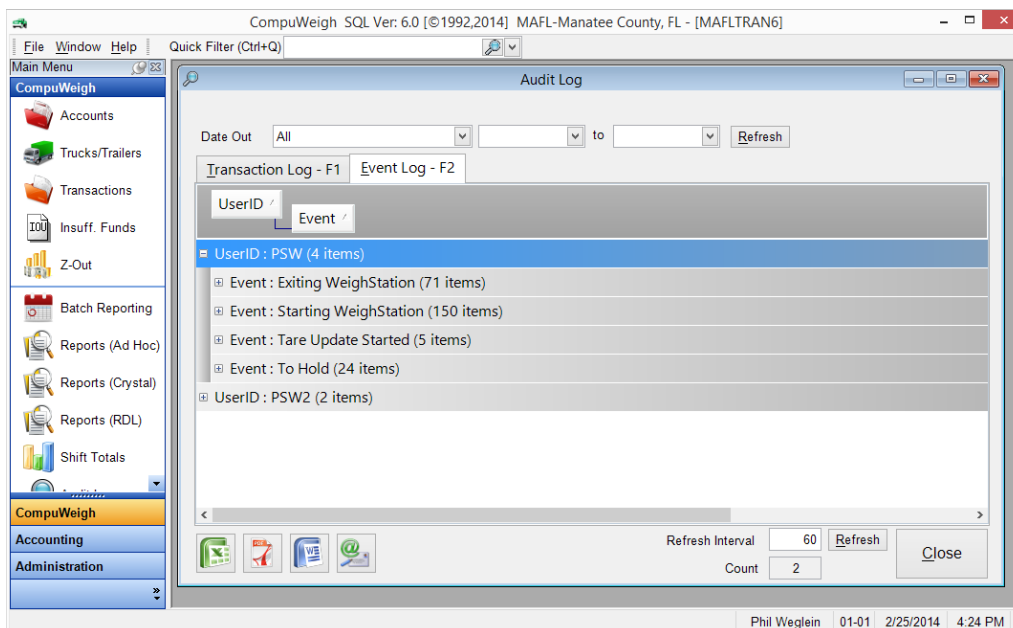
Save Layout Refresh Interval 60 Refresh Close

Reset Layout Count 0

- Within the solution there is a log that tracks the activity.



- All logged events are stored in database tables. This allows for unlimited reporting capabilities. All data viewed in grids can be exported to Excel, PDF, Word formats and emailed in the same formats.



- If using the message queuing option, the office personnel can view scale house transactions and events in near real time.

Security Activity Event Logs

The following is an example of the Security Activity Event Log and sample Security Activity Event Log text file.

Event ID	Date	Type	Windows User	Application User	Event Source	Computer	Description	Action Status
45305	3/26/2018 6:18 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Change Setup]	Successful
45304	3/26/2018 6:17 PM	Administrative Action	PDMD\chirsch	psw	User Setup	TWO-CWH	User record insert [AB]	Successful
45303	3/26/2018 6:15 PM	Administrative Action	PDMD\chirsch	psw	Setup	TWO-CWH	User viewed application event log.	Successful
45302	3/26/2018 6:15 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Change Setup]	Successful
45301	3/26/2018 5:46 PM	Administrative Action	PDMD\chirsch	psw	Setup	TWO-CWH	User viewed application event log.	Successful
45300	3/26/2018 5:46 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Change Setup]	Successful
45299	3/26/2018 5:46 PM	MiddleWare Process Complete	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Complete [RESET]	Successful
45298	3/26/2018 5:46 PM	Begin MiddleWare Process	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Started [RESET]	Not Applicable
45297	3/26/2018 5:46 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow RESET]	Successful
45296	3/26/2018 5:46 PM	User Access	PDMD\chirsch	psw	User Login	TWO-CWH	User login attempt [Login Successful]	Successful
45295	3/26/2018 5:46 PM	Check Encryption Keys	PDMD\chirsch		Application	TWO-CWH	Encryption keys have expired!	Failed
45294	3/26/2018 5:46 PM	Logging	PDMD\chirsch		Application	TWO-CWH	Log initialization has completed. Events...	Successful
45293	3/26/2018 5:46 PM	Application Startup	PDMD\chirsch		Application	TWO-CWH	Application has started.	Successful
45292	3/26/2018 1:15 PM	User Access	PDMD\chirsch	psw	Application	TWO-CWH	User Idle Timeout. User has been logge...	Successful
45291	3/26/2018 1:00 PM	MiddleWare Response	PDMD\chirsch	psw	MiddleWare	TWO-CWH	ProcessType: SALE An error occurred ...	Failed
45290	3/26/2018 12:58 PM	Sale Raw Response	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MDAwMSwwMg0KMDAwMiw2LjAyDQ...	Not Applicable
45289	3/26/2018 12:57 PM	Sale Raw Request	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MDAwMSwwMg0KMDAwMiw2LjAyDQ...	Not Applicable
45288	3/26/2018 12:57 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Sale]	Successful
45287	3/26/2018 12:57 PM	Begin MiddleWare Process	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Started [SALE]	Not Applicable
45286	3/26/2018 12:57 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Sale]	Successful
45285	3/26/2018 12:52 PM	MiddleWare Process Complete	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Complete [RESET]	Successful

```

File Edit Format View Help
45304 3/26/2018 6:17 PM Administrative Action PDMD\chirsch psw User Setup TWO-CWH User record insert [AB]
Successful
45303 3/26/2018 6:15 PM Administrative Action PDMD\chirsch psw Setup TWO-CWH User viewed application event
log. Successful
45302 3/26/2018 6:15 PM Check User Right PDMD\chirsch psw Application TWO-CWH Check User Right [Allow
Change Setup] Successful
45301 3/26/2018 5:46 PM Administrative Action PDMD\chirsch psw Setup TWO-CWH User viewed application event
log. Successful
45300 3/26/2018 5:46 PM Check User Right PDMD\chirsch psw Application TWO-CWH Check User Right [Allow
Change Setup] Successful
  
```

Truck Edit Logs

The following is an example of the Truck Edit Log and sample Truck Edit Log in an Excel spreadsheet. This type of log is available for numerous tables within CW6. The screenshot is just a sample of the data in the table as to provide the entire row (in excess of 60 fields) would not be visible in a screenshot.

The screenshot shows the CompuWeigh SQL interface for the Trucks table. The table is filtered by Truck = TEST and Date of Change from 03/01/2018 to 03/27/2018. The table contains three rows of data:

Snap Shot Date	Reason	Date Of Change	UpdateID	Truck	TruckType	Fleet	Trailer	BillAcct	HaulAcct	ShipFrom
03/27/2018 06:08 PM	Current	03/27/2018 06:08 PM	PSW	TEST	T			976	974	974
03/27/2018 06:08 PM	Update	03/12/2018 02:00 PM	PSW	TEST	T			974	974	974
03/12/2018 02:00 PM	Update		PSW	TEST	T			974	974	

	A	B	C	D	E	F	G	H	I	J	K
1	Snap Shot Date	Reason	Date Of Change	UpdateID	Truck	TruckType	Fleet	Trailer	BillAcct	HaulAcct	ShipFrom
2	3/27/2018 18:08	Current	3/27/2018 18:08	PSW	TEST	T			976	974	974
3	3/27/2018 18:08	Update	3/12/2018 14:00	PSW	TEST	T			974	974	974
4	3/12/2018 14:00	Update		PSW	TEST	T			974	974	

History Schema

CW6 can store an unlimited amount of data changes in a SQL Server History Schema.

Tables that are mirrored in the History schema contain exact copies of the underlying records during all changes to the data. This allows an unlimited audit trail of data changes.

All changes are written to the mirrored tables using SQL Triggers.

Sample list of Tables in the History Schema:

- + [Table Icon] History.Accounts
- + [Table Icon] History.AccountsDefaultFields
- + [Table Icon] History.ChangeLogV5
- + [Table Icon] History.Devices
- + [Table Icon] History.Jobs
- + [Table Icon] History.JobsDefaultFields
- + [Table Icon] History.JobsDetail
- + [Table Icon] History.lulNValues
- + [Table Icon] History.Rates
- + [Table Icon] History.RatesDefaultFields

Sample of Audit History Form

Audit History

Table: Accounts Show GUID's

Criteria

Account: 03 to 03

Date of Change: This Month 03/01/2018 to 03/28/2018

Drag a column header here to group by that column.

Snap Shot Date	Reason	Date Of Change	UpdateID	Account	CompanyName	CustomerType	BTContact	BTPhone	BTE
03/28/2018 11:59 PM	Current	03/28/2018 11:59 PM	PSW	03	COM WAREHOUSE	Inter-Department	Phil Weglein	7238	
03/28/2018 11:59 PM	Update	03/28/2018 11:59 PM	PSW	03	COM WAREHOUSE	Inter-Department	Phil Weglein	7238	
03/28/2018 11:59 PM	Update		LANDFILL	03	COM WAREHOUSE	Inter-Department		7238	

Count: 0

WeighPay Logs

The following is an example of the WeighPay Log and sample WeighPay Log text file that are available with the purchase and implementation of the optional WeighPay Module.

WeighPay Setup

Middleware Setup Database Setup Devices Setup Options Setup Logging

1/ 2/2018 3/26/2018 Update Maintenance

Event ID	Date	Type	Windows User	Application User	Event Source	Computer	Description	Action Status
45301	3/26/2018 5:46 PM	Administrative Action	PDMD\chirsch	psw	Setup	TWO-CWH	User viewed application event log	Successfu
45300	3/26/2018 5:46 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Change Setup]	Successfu
45299	3/26/2018 5:46 PM	MiddleWare Process Complete	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Complete [RESET]	Successfu
45298	3/26/2018 5:46 PM	Begin MiddleWare Process	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Started [RESET]	Not Applic
45297	3/26/2018 5:46 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow RESET]	Successfu
45296	3/26/2018 5:46 PM	User Access	PDMD\chirsch	psw	User Login	TWO-CWH	User login attempt [Login Successful]	Successfu
45295	3/26/2018 5:46 PM	Check Encryption Keys	PDMD\chirsch		Application	TWO-CWH	Encryption keys have expired!	Failed
45294	3/26/2018 5:46 PM	Logging	PDMD\chirsch		Application	TWO-CWH	Log initialization has completed. Events...	Successfu
45293	3/26/2018 5:46 PM	Application Startup	PDMD\chirsch		Application	TWO-CWH	Application has started.	Successfu
45292	3/26/2018 1:15 PM	User Access	PDMD\chirsch	psw	Application	TWO-CWH	User Idle Timeout. User has been logge...	Successfu
45291	3/26/2018 1:00 PM	MiddleWare Response	PDMD\chirsch	psw	MiddleWare	TWO-CWH	ProcessType: SALE An error occurred ...	Failed
45290	3/26/2018 12:58 PM	Sale Raw Response	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MDAwMSwwMg0KMDAwMiw2LjAyDQ...	Not Applic
45289	3/26/2018 12:57 PM	Sale Raw Request	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MDAwMSwwMg0KMDAwMiw2LjAyDQ...	Not Applic
45288	3/26/2018 12:57 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Sale]	Successfu
45287	3/26/2018 12:57 PM	Begin MiddleWare Process	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Started [SALE]	Not Applic
45286	3/26/2018 12:57 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Sale]	Successfu
45285	3/26/2018 12:52 PM	MiddleWare Process Complete	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Complete [RESET]	Successfu
45284	3/26/2018 12:52 PM	Begin MiddleWare Process	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Started [RESET]	Not Applic
45283	3/26/2018 12:52 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow RESET]	Successfu
45282	3/26/2018 12:52 PM	MiddleWare Process Complete	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Complete [SAVE...	Successfu
45281	3/26/2018 12:52 PM	Begin MiddleWare Process	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Started [SAVECA...	Not Applic
45280	3/26/2018 12:52 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow SAVECARDT...	Successfu
45279	3/26/2018 12:52 PM	MiddleWare Process Complete	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Complete [VOIDTR...	Successfu
45278	3/26/2018 12:52 PM	Begin MiddleWare Process	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Started [VOIDTRA...	Not Applic
45277	3/26/2018 12:52 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Void]	Successfu
45276	3/26/2018 12:52 PM	MiddleWare Process Complete	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Complete [VOIDT...	Successfu
45275	3/26/2018 12:52 PM	MiddleWare Process Complete	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Complete [VOID]	Successfu
45274	3/26/2018 12:52 PM	Void Raw Response	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MDAwMSwwMQ0KMDAwMiwxC4wM...	Not Applic
45273	3/26/2018 12:51 PM	Void Raw Request	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MDAwMSwwMQ0KMDAwMiwxC4wM...	Not Applic
45272	3/26/2018 12:51 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Void]	Successfu
45271	3/26/2018 12:51 PM	Begin MiddleWare Process	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Started [VOID]	Not Applic
45270	3/26/2018 12:51 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Void]	Successfu
45269	3/26/2018 12:51 PM	Begin MiddleWare Process	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Started [VOIDTRA...	Not Applic

Save Cancel

```

File Edit Format View Help
43431 2/9/2018 5:53 PM Begin MiddleWare Process PDMD\chirsch psw MiddleWare TWO-CWH MiddleWare
Process Started [SALE] Not Applicable
43430 2/9/2018 5:53 PM Check User Right PDMD\chirsch psw Application TWO-CWH Check User Right [Allow
Sale] Successful
43429 2/9/2018 5:53 PM User Access PDMD\chirsch psw User Login TWO-CWH User login attempt [Login
Successful] Successful
43428 2/9/2018 5:53 PM User Access PDMD\chirsch psw User Login TWO-CWH User login attempt [Password
Invalid] Failed
43427 2/9/2018 5:51 PM Check Encryption Keys PDMD\chirsch Application TWO-CWH Encyption keys have not
expired. Successful
43426 2/9/2018 5:51 PM Logging PDMD\chirsch Application TWO-CWH Log initialization has completed.
Events are now being logged. Successful
43425 2/9/2018 5:51 PM Application Startup PDMD\chirsch Application TWO-CWH Application has
started. Successful
43424 2/9/2018 5:42 PM MiddleWare Process Complete PDMD\chirsch psw MiddleWare TWO-CWH MiddleWare
Process Complete [VOIDTRAN] Failed
43423 2/9/2018 5:42 PM MiddleWare Process Complete PDMD\chirsch psw MiddleWare TWO-CWH MiddleWare
Process Complete [REFUND] Failed
43422 2/9/2018 5:42 PM MiddleWare Response PDMD\chirsch psw MiddleWare TWO-CWH ProcessType: REFUND
Transaction could not be processed:Gateway Response: 0173 - TRAN NOT ALLOWED
Host Response: TRAN NOT ALLOWED Failed
43419 2/9/2018 5:41 PM Check User Right PDMD\chirsch psw Application TWO-CWH Check User Right [Allow
Void] Successful
43418 2/9/2018 5:41 PM Begin MiddleWare Process PDMD\chirsch psw MiddleWare TWO-CWH MiddleWare
Process Started [VOID] Not Applicable
43417 2/9/2018 5:41 PM Check User Right PDMD\chirsch psw Application TWO-CWH Check User Right [Allow
Void] Successful
43416 2/9/2018 5:41 PM Begin MiddleWare Process PDMD\chirsch psw MiddleWare TWO-CWH MiddleWare
Process Started [VOIDTRAN] Not Applicable
43415 2/9/2018 5:41 PM Check User Right PDMD\chirsch psw Application TWO-CWH Check User Right [Allow
Void] Successful
43414 2/9/2018 5:41 PM MiddleWare Process Complete PDMD\chirsch psw MiddleWare TWO-CWH MiddleWare
Process Complete [RESET] Successful
43413 2/9/2018 5:41 PM Begin MiddleWare Process PDMD\chirsch psw MiddleWare TWO-CWH MiddleWare
Process Started [RESET] Not Applicable
43412 2/9/2018 5:41 PM Check User Right PDMD\chirsch psw Application TWO-CWH Check User Right [Allow
RESET] Successful
43411 2/9/2018 5:41 PM MiddleWare Process Complete PDMD\chirsch psw MiddleWare TWO-CWH MiddleWare
Process Complete [SAVECARDTRANSTODDB] Successful
43410 2/9/2018 5:41 PM Begin MiddleWare Process PDMD\chirsch psw MiddleWare TWO-CWH MiddleWare
Process Started [SAVECARDTRANSTODDB] Not Applicable
43409 2/9/2018 5:41 PM Check User Right PDMD\chirsch psw Application TWO-CWH Check User Right [Allow
SAVECARDTRANSTODDB] Successful

```

6.1.8 Shift Totals

CompuWeigh SQL Ver: 6.0 [©1992,2014] MAFL-Manatee County, FL - [MAFLTRAN6]

File Window Help Quick Filter (Ctrl+Q)

Main Menu

CompuWeigh

- Accounts
- Trucks/Trailers
- Transactions
- Insuff. Funds
- Z-Out
- Batch Reporting
- Reports (Ad Hoc)
- Reports (Crystal)
- Reports (RDL)
- Shift Totals

CompuWeigh

- Accounting
- Administration

Shift Totals - Material Totals

File Tables Window

Date Out: All to Site Code: (All)

Material Totals

Entry	Σ	Label	Count	Σ	GrossTn	Σ	TareTn	Σ	NetTn	Σ	TipFee	Σ	SpecFee	Σ	TotalFee
1		Not Specified	1		0.00		0.00		0.00		\$0.00		\$25.00		\$25.00
10		Residential	11		348.74		161.85		186.89		\$3,497.68		\$25.00		\$3,522.68
20		Residential Waste Uncovered	8		250.23		125.64		124.59		\$6,575.00		\$0.00		\$6,575.00
40		Residential Waste OOC & U	4		107.20		69.59		37.61		\$4,061.88		\$0.00		\$4,061.88
240		Tires OOC & Unc	1		33.98		18.29		15.69		\$4,048.02		\$0.00		\$4,048.02
320		Yard Waste/Wood Uncovered	1		34.44		15.34		19.10		\$1,375.20		\$0.00		\$1,375.20
720		Landfill Cover Material	10		286.88		99.30		187.58		\$0.00		\$0.00		\$0.00
Grand Totals:															
			Sum = 36	Sum = 1,06...	Sum = 490.01	Sum = 571.46	Sum = \$19,557.78	Sum = \$50.00	Sum = \$19,557.78	Sum = \$50.00	Sum = \$19,557.78	Sum = \$50.00	Sum = \$19,557.78	Sum = \$50.00	Sum = \$19,557.78

Refresh Interval: 60 Refresh Close

Phil Weglein 01-01 2/25/2014 4:27 PM

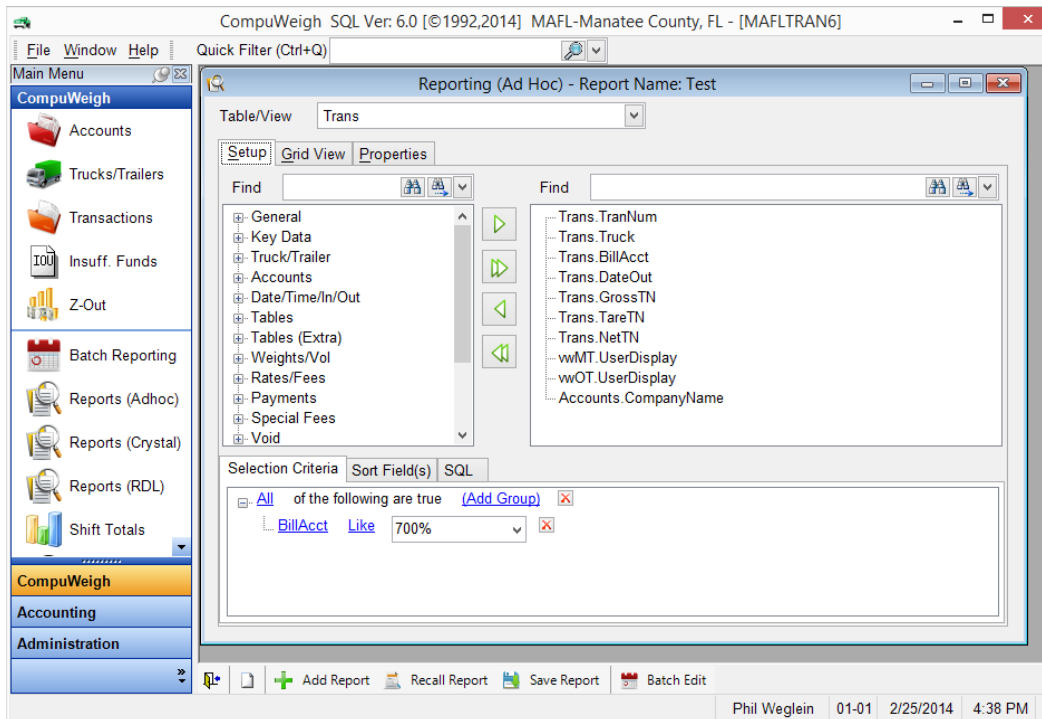
- View near real time or historical shift totals for all table groupings and custom totaling.
- Available Reports
 - Transaction Totals
 - Payments Totals
 - Vehicle Totals
 - Origin Totals
 - Material Totals
 - Destination Totals
 - Special Fee Totals
 - Hour of Day Totals
 - 1/2 Hour of Day Totals
 - Total By Truck
 - Total By Bill Acct
 - Day Of Month
 - WeekDay
 - Month of Year
 - Job Totals
 - Site Totals
 - Day of Year Totals
 - Week of Year Totals
 - Quarter of Year Totals
 - MT by OT Totals

6.1.9 Reporting

The Reporting functionality within the solution is second to none and virtually any report can be generated from our application. Our user configurable, easy to use Adhoc reporting engine, Crystal Reports or Microsoft SQL Server SSRS makes generating reports effortless.

General Report Writer

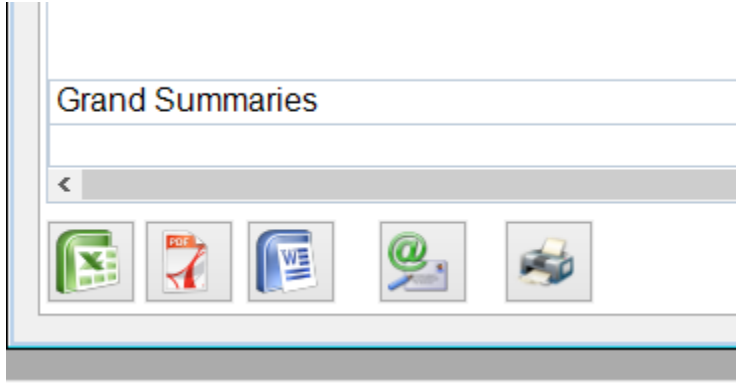
The General Report Writer sets the standard in the industry for reporting capability. The field that displays Transaction Table has other tables available for reporting purposes by simply selecting the drop-down arrow.



Adhoc Reports

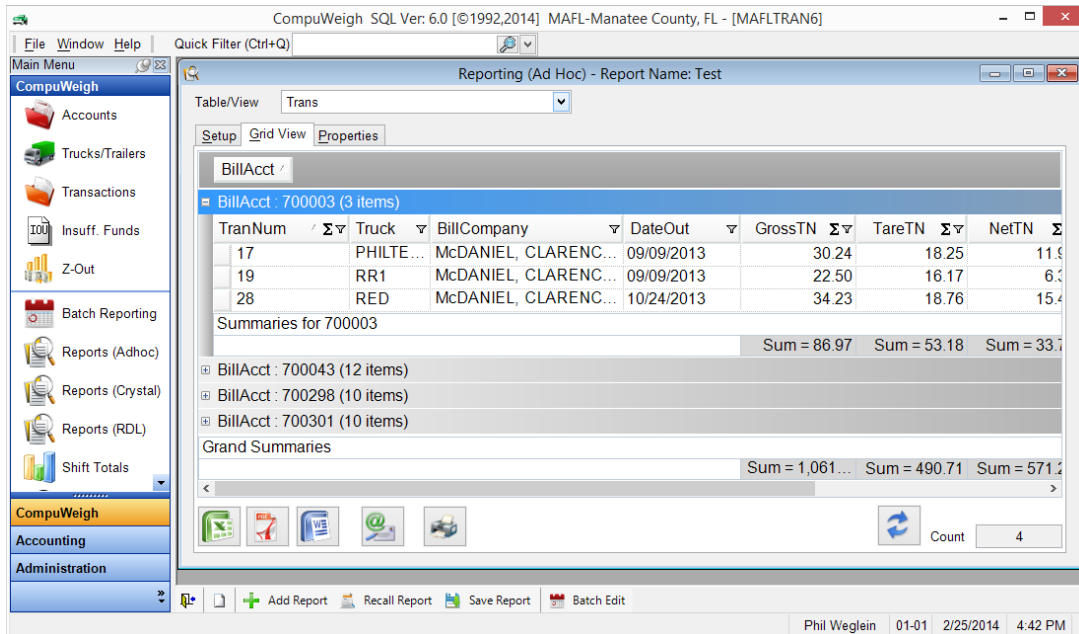
The following section shows examples of the adhoc report functions.

- Reporting on all primary tables
- Select, limit criteria or sort on any field
- Save and recall any report layout
- Full grouping and subtotaling
- Export to Excel, PDF, Word, email or print



The data collected is only useful when it can be retrieved in a flexible, intuitive way. Since each user has different reporting needs, CW6 General Report Writer offers the ability to select specific reporting parameters.

All of the fields available to the user are grouped in the upper left list box. The user can move any field into the upper right list box and change the order as desired. By clicking on the Grid View tab, you will generate the report.



All of the fields available to the user in the upper left list box under can also be utilized in the **Selection Criteria** and **Sort Field(s)** box. This enables the user to determine specific ranges of criteria for “sorting and selecting” purposes.

Report templates can be saved and recalled for future use by clicking the **Save Report** and **Recall Report** buttons.

Canned Report Listing

Report Name	ReportTemplateName	Style	ReportEngine
Account Report - Accounts in Acct # Order	Accounts	Detail	AdHoc
Account Report - Accounts in Company Name Order	Accounts	Detail	AdHoc
Insufficient Funds Report - Ins Funds Last Month	InsufficientFunds	Detail	AdHoc
Insufficient Funds Report - Paid Ins Funds Last Month	InsufficientFunds	Detail	AdHoc
Insufficient Funds Report - Unpaid Ins Funds	InsufficientFunds	Detail	AdHoc
Log Report - Account and Truck Deletions	LogDailyEvents	Detail	AdHoc
Log Report - Automated Reporting Status	LogDailyEvents	Detail	AdHoc
Log Report - CompuWeigh Startup and Logon	LogDailyEvents	Detail	AdHoc
Log Report - Credit Card Settlement	LogDailyEvents	Detail	AdHoc
Log Report - Emailing	LogDailyEvents	Detail	AdHoc
Log Report - End of Day Activity	LogDailyEvents	Detail	AdHoc
Log Report - Manual Mode	LogDailyEvents	Detail	AdHoc
Log Report - Reprint Transaction	LogDailyEvents	Detail	AdHoc
Log Report - Services	LogDailyEvents	Detail	AdHoc
Log Report - Void Transaction	LogDailyEvents	Detail	AdHoc
Log Report - WeighStation™ Screen Cleared	LogDailyEvents	Detail	AdHoc
Log Report - WeighStation™ Tare Update	LogDailyEvents	Detail	AdHoc
Close Out - Active Transaction Listing	Trans	Detail	AdHoc
Close Out - Cash Transaction Listing	Trans	Detail	AdHoc
Close Out - Check Register	Trans	Detail	AdHoc
Close Out - Inbound Transaction Listing	Trans	Detail	AdHoc
Close Out - Manual Mode Transaction Listing	Trans	Detail	AdHoc
Close Out - Outbound Transaction Listing	Trans	Detail	AdHoc

Close Out - Reprinted Transaction Listing	Trans	Detail	AdHoc
Close Out - Totals by Bill Account	Trans	Summary	AdHoc
Close Out - Totals by Material Type	Trans	Summary	AdHoc
Close Out - Totals by Payment Type	Trans	Summary	AdHoc
Close Out - Transaction Listing	Trans	Detail	AdHoc
Close Out - Transactions with Notes Listing	Trans	Detail	AdHoc
Close Out - Void Transaction Listing	Trans	Detail	AdHoc
Tot Tables - Totals by Bill Account	Trans	Summary	AdHoc
Tot Tables - Totals by Day of Year	Trans	Summary	AdHoc
Tot Tables - Totals by Destination Type	Trans	Summary	AdHoc
Tot Tables - Totals by Haul Account	Trans	Summary	AdHoc
Tot Tables - Totals by Hour of Day	Trans	Summary	AdHoc
Tot Tables - Totals by Material Type	Trans	Summary	AdHoc
Tot Tables - Totals by Month and Year	Trans	Summary	AdHoc
Tot Tables - Totals by MT by OT	Trans	Summary	AdHoc
Tot Tables - Totals by Origin Type	Trans	Summary	AdHoc
Tot Tables - Totals by Payment Type	Trans	Summary	AdHoc
Tot Tables - Totals by Quarter	Trans	Summary	AdHoc
Tot Tables - Totals by SiteCode	Trans	Summary	AdHoc
Tot Tables - Totals by Special Fee	Trans	Summary	AdHoc
Tot Tables - Totals by Transaction Type	Trans	Summary	AdHoc
Tot Tables - Totals by Truck	Trans	Summary	AdHoc
Tot Tables - Totals by Truck and Trailer	Trans	Summary	AdHoc
Tot Tables - Totals by Week	Trans	Summary	AdHoc
Tot Tables - Totals by Weekday	Trans	Summary	AdHoc
Truck Report - Stored Truck List	Trucks	Detail	AdHoc
Truck Report - Template Truck List	Trucks	Detail	AdHoc
Month End Charge Totals By Bill Account			Crystal
Month End Find Missing Transactions			Crystal
Month End PT Totals			Crystal
Operator Cash Report			Crystal
Operator Check Report			Crystal
Zout Deposit			Crystal
Zout Deposit 3inch			Crystal
Zout Summary			Crystal
Zout Supervisor			Crystal
Zout Transfer			Crystal

Example of: Daily Ticket Report

Daily Ticket Report

5/18/2018

TranNum	Dateln	BillAcct&Name	GrossTN	TipFee
4044	02/01/2018	10131 Otero & Sons	7.45	\$37.80
4045	02/01/2018	10131 Otero & Sons	8.11	\$26.32
4046	02/01/2018	10421 MCT Waste	17.05	\$20.50
4047	02/01/2018	10002 CASH	10.14	\$80.92
4048	02/01/2018	10152 Clinger Builders	15.75	\$212.24
4049	02/01/2018	10098 J3 System	8.05	\$77.56
4050	02/01/2018	10002 CASH	5.78	\$8.96
4051	02/01/2018	10002 CASH	3.77	\$23.24
4052	02/01/2018	10369 WDS	19.16	\$87.40
4053	02/01/2018	10130 MRGCD	5.70	\$13.11
4054	02/01/2018	10098 J3 System	9.96	\$90.72
4055	02/01/2018	10002 CASH	10.42	\$28.28
4056	02/01/2018	10204 Rhino Roofing Inc.	8.48	\$76.72
4057	02/01/2018	10369 WDS	29.20	\$290.03
4058	02/01/2018	10369 WDS	23.83	\$161.69
4059	02/01/2018	10421 MCT Waste	22.04	\$96.76
4060	02/01/2018	10172 Weil Construction Inc.	6.83	\$10.36
4061	02/01/2018	10475 Bar J Trucking Inc	36.43	\$482.22
4062	02/01/2018	10002 CASH	7.41	\$29.68
4063	02/01/2018	10475 Bar J Trucking Inc	33.38	\$427.70
4064	02/01/2018	10040 Leescapes Inc.	18.99	\$274.75
4065	02/01/2018	10172 Weil Construction Inc.	6.95	\$14.84
4066	02/01/2018	10002 CASH	8.14	\$43.12
4067	02/01/2018	10002 CASH	7.65	\$33.60
4068	02/01/2018	10131 Otero & Sons	7.60	\$20.16
4069	02/01/2018	10091 VLS	7.37	\$11.73
4070	02/01/2018	10002 CASH	8.22	\$62.72
4071	02/01/2018	10395 L Mora Trash Hauling	22.99	\$142.43

Example of: Totals Tables – Totals by Payment Type

May 18,2018 12:12 PM

Totals

Totals by Payment Type
 (((Trans.DateOut BETWEEN '2018-02-01' AND '2018-04-30')
 AND (Trans.Void = 0)))

PT	PTLabel	Count	PTTotalFee
1	Charge on Account	2851	\$336,383.46
2	Cash	1129	\$50,475.67
3	Check	48	\$3,530.29
4	No Charge	4	\$0.00
5	Credit Card	1270	\$66,761.80
9	Insufficient Funds	6	\$148.42
Grand Summaries			
		Sum = 5308	Sum = \$457,299.64

Example of: Totals Tables – Totals by Material Type

Totals

Totals by Material Type
 (((Trans.DateOut BETWEEN '2018-02-01' AND '2018-04-30')
 AND (Trans.Void = 0)))

MT	MLabel	Count	NetSTN	DetailTotalFee
100	C&D	4777	14,230.15	\$418,704.19
200	Clean Fill	45	159.76	\$4,742.89
300	Green Waste	454	996.76	\$30,881.99
400	Mobile Homes	1	0.00	\$345.28
500	Stumps	9	21.84	\$1,346.48
999	Not Specified	5	0.00	\$128.81
Grand Summaries				
		Sum = 5291	Sum = 15,408.51	Sum = \$456,149.64

Example of: Z-Out Deposit

Operator: DV

Date/Time: 2018-02-26 16:36:05

Bag: 2

Site Code: LF

<u>Bills</u>			<u>Coins</u>			<u>Coins</u>			
\$100 x	9 =	\$900	\$1.00 x	0 =	\$0.00	\$1.00 x	0 x	25 =	\$0.00
\$50 x	5 =	\$250	\$0.50 x	0 =	\$0.00	\$0.50 x	0 x	20 =	\$0.00
\$20 x	41 =	\$820	\$0.25 x	0 =	\$0.00	\$0.25 x	0 x	40 =	\$0.00
\$10 x	4 =	\$40	\$0.10 x	32 =	\$3.20	\$0.10 x	0 x	50 =	\$0.00
\$5 x	8 =	\$40	\$0.05 x	2 =	\$0.10	\$0.05 x	0 x	40 =	\$0.00
\$1 x	45 =	\$45	\$0.01 x	12 =	\$0.12	\$0.01 x	0 x	50 =	\$0.00
Sub Total:		\$2095	Sub Total:		\$3.42	Sub Total:		\$0.00	

Cash Total: \$2098.42

<u>Checks</u>					
1418	\$241.57	1449	\$53.21	5719	\$94.64
Checks Count: 3		Checks Total:			\$389.42

	<u>Operator</u>	<u>Computer</u>	<u>Difference</u>
1 - Charge on Account	\$11216.91	\$11216.91	\$0.00
2 - Cash	\$2098.42	\$1941.79	\$156.63
3 - Check	\$389.42	\$389.42	\$0.00
4 - No Charge	\$0.00	\$0.00	\$0.00
5 - Credit Card	\$952.72	\$952.72	\$0.00
9 - Insufficient Funds	\$0.00	\$0.00	\$0.00
	\$14,657.47	\$14,500.84	\$156.63

Starting Cash: \$176.72

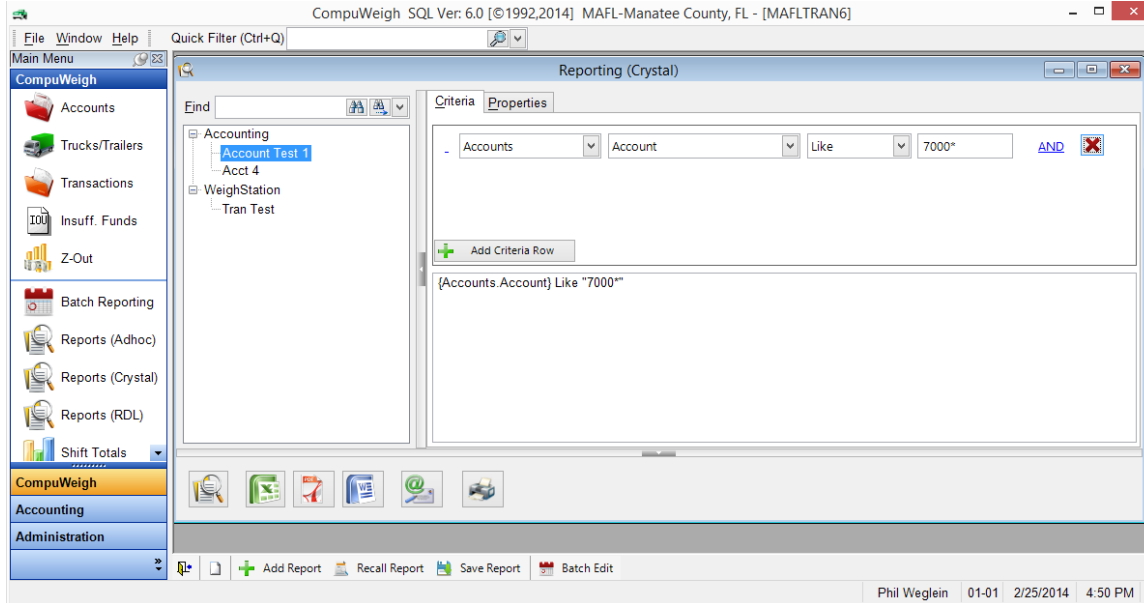
Cash Total: \$2098.42

Checks Total: \$389.42

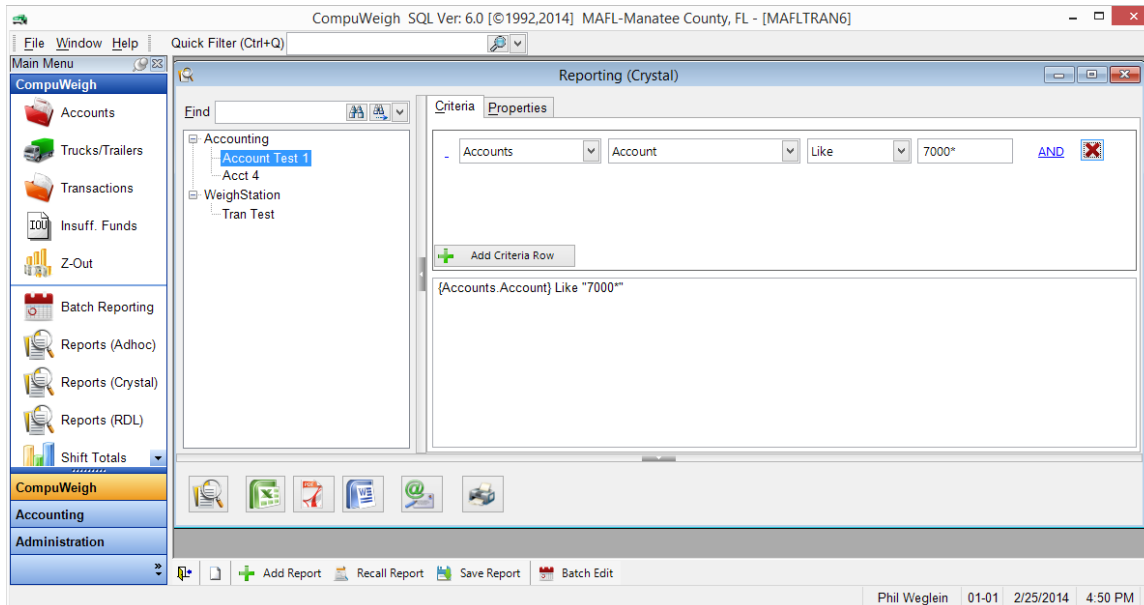
Grand Total: \$2,487.84

Crystal Reports

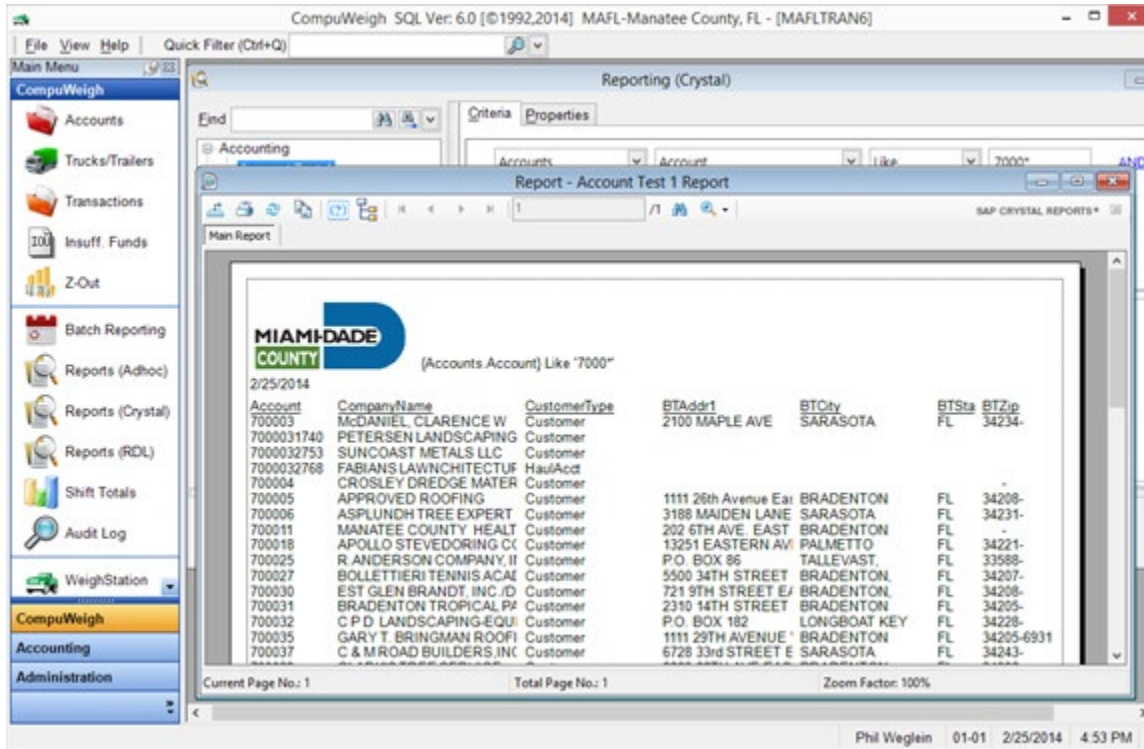
CW6 supports Crystal Reporting as an option to the General Report Writer functionalities. A Crystal Report viewer comes with the application and the Paradigm staff can assist the client in creating additional reports in a “not to exceed” cost arrangement if requested.



- Create crystal reports using pre-defined templates or from scratch using the crystal reports designer.
- Include any crystal report in the standard user interface.
- Save and recall any options or criteria.
- Preview or export the report.

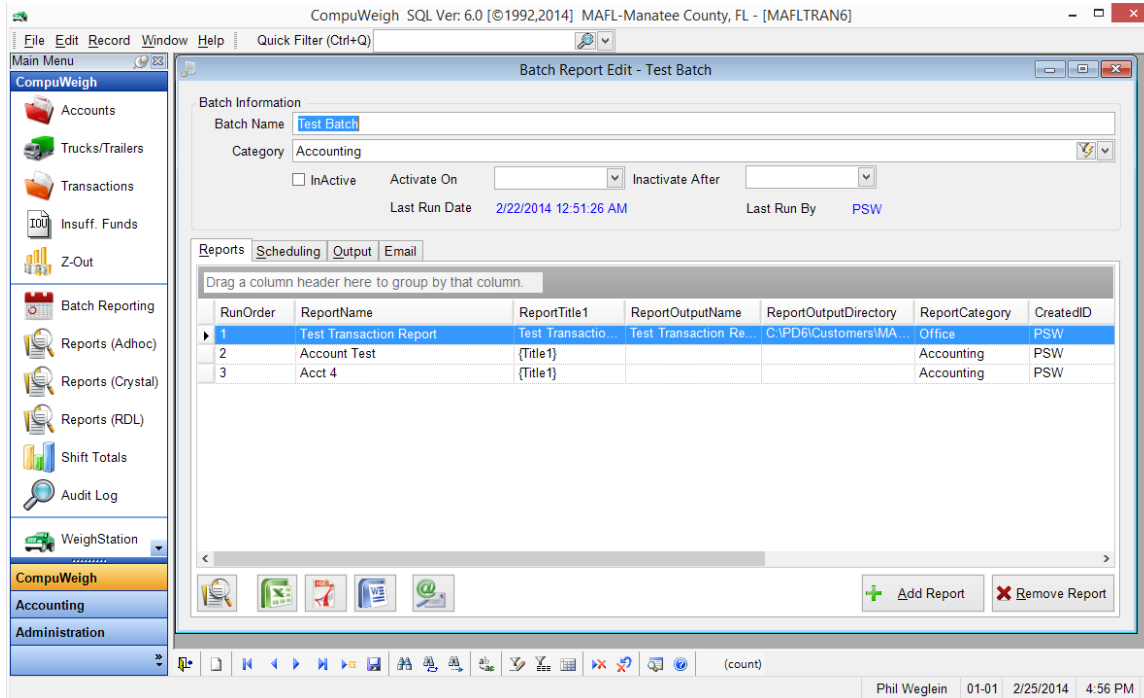


- Create crystal reports using pre-defined templates or from scratch using the crystal reports designer.
- Include any crystal report in the standard user interface.
- Save and recall any options or criteria.
- Preview or export the report.

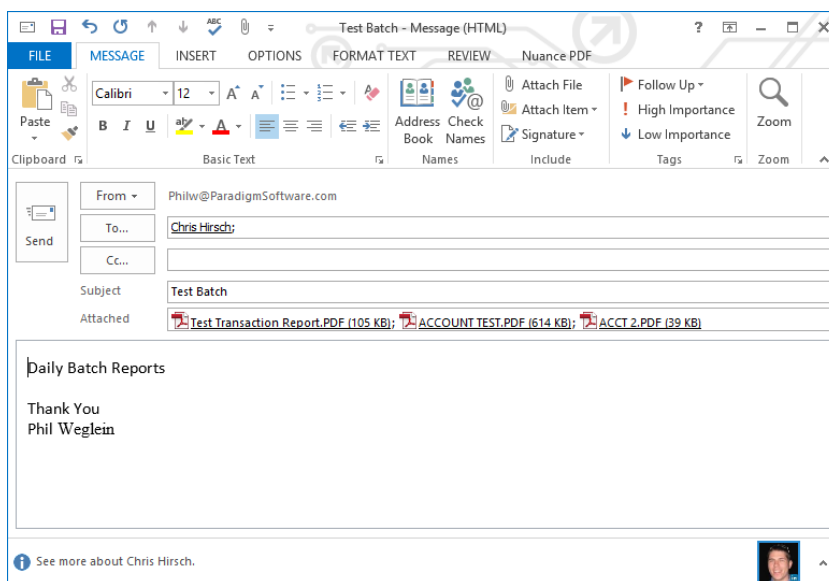


Batch Reporting

The solution can allow users to create batches of reports that can be run simultaneously and also to be scheduled to run at a specified time period then email to a selected list of individuals.



- Create an unlimited number of batch reports which can run an unlimited number of Adhoc, Crystal or SSRS reports as a single group.
- Schedule the reports to automatically run based on a user defined schedule
- Output all of the reports to Email, File, Screen or Printer



Totals Reports

The solution has the ability to generate totals reports and has the same exporting functionalities. The totals reports also have the ability to display the data in a graph format as seen below.

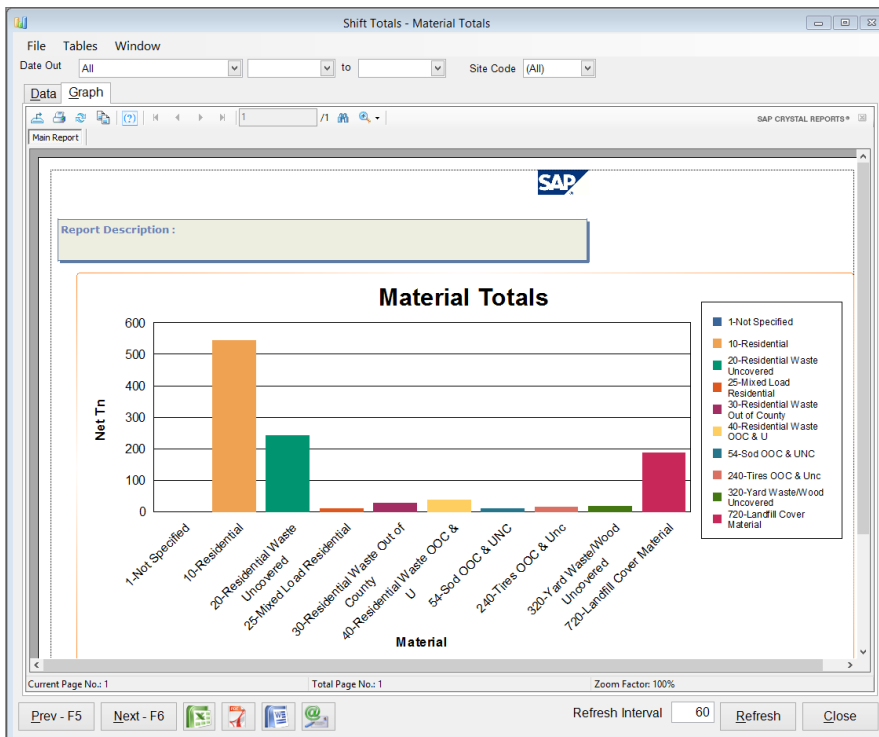
Shift Totals - Material Totals

Date Out: All to Site Code: (All)

Data Graph

Entry	Label	Count	GrossTn	TareTn	NetTn	TipFee	TaxFee	SpecFee	TotalFee	
1	Not Specified	1	0.00	0.00	0.00	\$0.00	\$0.00	\$25.00	\$25.00	
10	Residential	35	1,127.88	583.12	544.76	\$15,899.68	\$0.00	\$25.00	\$15,924.68	
20	Residential Waste Uncovered	16	510.29	267.12	243.17	\$15,112.76	\$0.00	\$0.00	\$15,112.76	
25	Mixed Load Residential	1	30.66	18.67	11.99	\$863.28	\$0.00	\$0.00	\$863.28	
30	Residential Waste Out of C...	2	65.14	36.16	28.98	\$1,346.76	\$0.00	\$0.00	\$1,346.76	
40	Residential Waste OOC & U	4	107.20	69.59	37.61	\$4,061.88	\$0.00	\$0.00	\$4,061.88	
54	Sod OOC & UNC	1	30.56	19.40	11.16	\$1,205.28	\$0.00	\$0.00	\$1,205.28	
240	Tires OOC & Unc	1	33.98	18.29	15.69	\$4,048.02	\$0.00	\$0.00	\$4,048.02	
320	Yard Waste/Wood Uncovered	1	34.44	15.34	19.10	\$1,375.20	\$0.00	\$0.00	\$1,375.20	
720	Landfill Cover Material	10	266.68	99.30	167.38	\$0.00	\$0.00	\$0.00	\$0.00	
Grand Totals			Sum = 72	Sum = 2,22	Sum = 1,12	Sum = 1,10	Sum = \$43	Sum = \$0.00	Sum = \$50.00	Sum = \$43

Refresh Interval: 60 Refresh Close



Custom Reporting Tool

The custom reporting module is included in CW6.

Report Launcher SQL Ver: 1.0 [©2009,2010] TOON-

File

Criteria SQL

Report Name: Transfer Station Waste Totals Inbound

Criteria

Date Range: This Year 01/01/2010 to 06/28/2010

Site Code: Create All Data for Prior 2 Years

Status

Status:

Run Report Exit

1. Select report to create.
2. Select Date Range
3. "Create all Data for prior 2 years" – if this is checked then the program will create all of the data for the selected year and the prior two years. This will allow the program to create the data for any three-year period.
4. Press Run Report to have the spreadsheet opened and the data loaded into the correct worksheets.

Report List

Transfer Station Waste Totals Inbound
Transfer Station Waste Totals Outbound

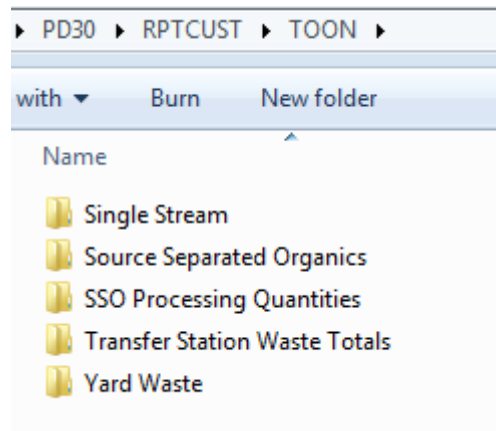
SSRM
SSRM Processing Out
SSRM Processing In

SSO Inbound
SSO Processing Out
SSO Processing In

Yard Waste Inbound
Yard Waste Processing

Required Folders and Spreadsheet

- Create \PD\RptCust\TOON folder
- Create the following folders under the TOON folder



\PD\RPTCUST\TOON\Transfer Station Waste Totals\
Inbound Transfer Station Totals - PD.xlsx
Outbound Transfer Station Totals - PD.xlsx

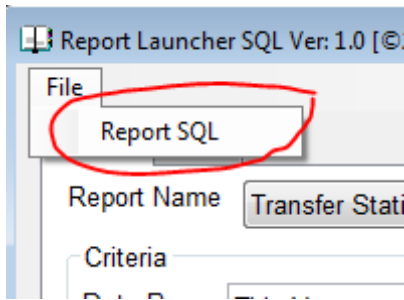
\PD\RPTCUST\TOON\Single Stream\
Single Stream Inbound - PD.xlsx
SSRM Processing In - PD.xlsx
SSRM Processing Out - PD.xlsx

\PD\RPTCUST\TOON\Source Separated Organics\
SSO Inbound - PD.xlsx

\PD\RPTCUST\TOON\Yard Waste\
Yard Waste Inbound - PD.xlsx
Yard Waste Processing - PD.xlsx

Criteria

Report criteria can be edited using an integrated data grid.



Grid View -

Drag a column header here to group by that column.

ReportName	MainG	ItemN	MainGro	Item
SSO	6	1		1
SSO Processing	7	1		1
SSO Processing	8	1		1
SSRM	3	1		1
SSRM Processing	4	1	Out	1
SSRM Processing	5	1	In	1
Transfer Station Waste Total	1	1	All	1
Transfer Station Waste Total	1	2	Paid	2
Transfer Station Waste Total	1	3	Municipal	3
Transfer Station Waste Total	2	1		1
Yard Waste	9	1		1
Yard Waste Processing	10	1		1

Spreadsheets

	A	B	C	D	E	F	G
1	2009 Weekly Single Stream Inbound						
2							
3	Ending Date (Week)	Total Outbound	Total YTD				
4	Jan 3 (1)	0.00	0.00				
5	Jan 10 (2)	0.00	0.00				
6	Jan 17 (3)	0.00	0.00				
7	Jan 24 (4)	0.00	0.00				
8	Jan 31 (5)	0.00	0.00				
9	Feb 7 (6)	0.00	0.00				
10	Feb 14 (7)	0.00	0.00				
11	Feb 21 (8)	0.00	0.00				
12	Feb 28 (9)	0.00	0.00				
13	Mar 7 (10)	0.00	0.00				
14	Mar 14 (11)	0.00	0.00				
15	Mar 21 (12)	0.00	0.00				
16	Mar 28 (13)	0.00	0.00				
17	Apr 4 (14)	0.00	0.00				
18	Apr 11 (15)	0.00	0.00				
19	Apr 18 (16)	0.00	0.00				
20	Apr 25 (17)	0.00	0.00				
21	May 2 (18)	0.00	0.00				
22	May 9 (19)	0.00	0.00				
23	May 16 (20)	0.00	0.00				
24	May 23 (21)	0.00	0.00				
25	May 30 (22)	0.00	0.00				
26	Jun 6 (23)	0.00	0.00				
27	Jun 13 (24)	0.00	0.00				

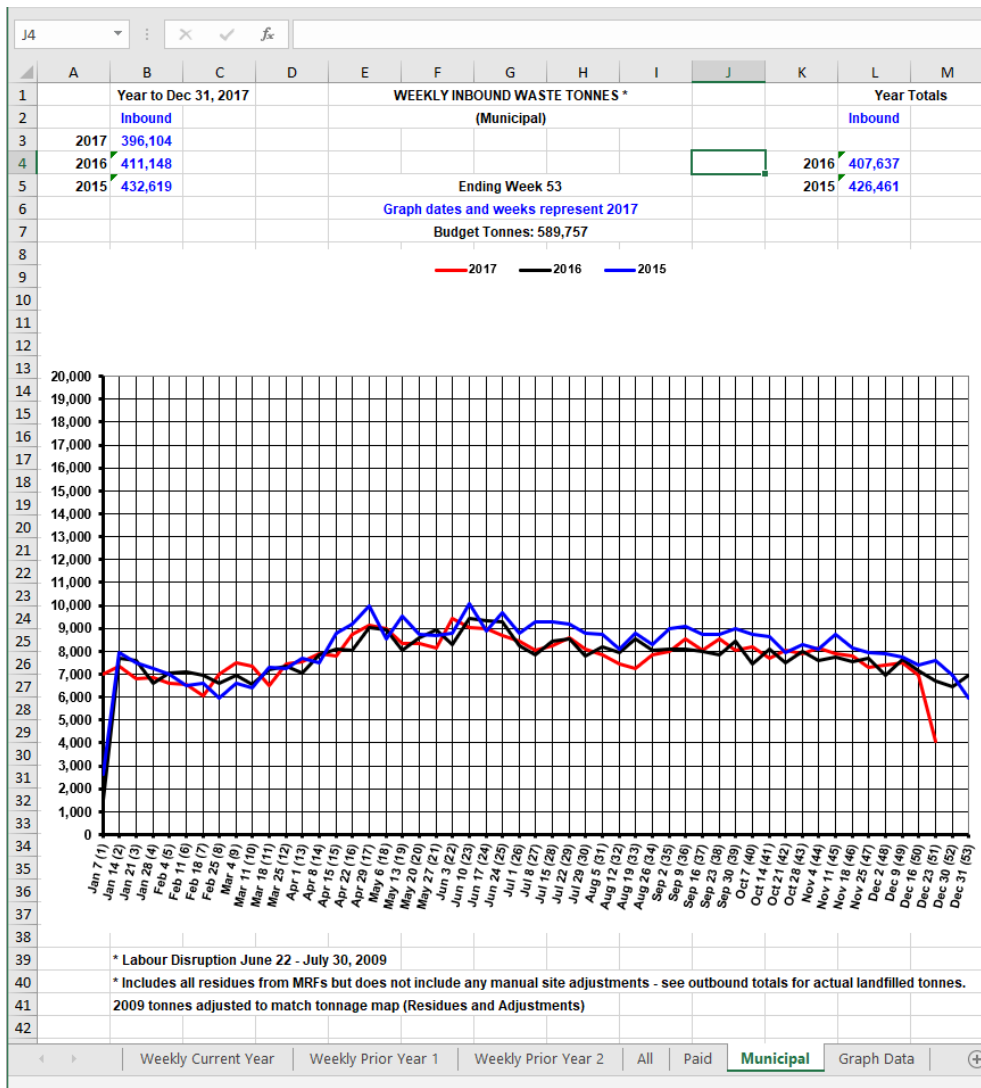
All spreadsheets are standardized with at least 3 worksheets.

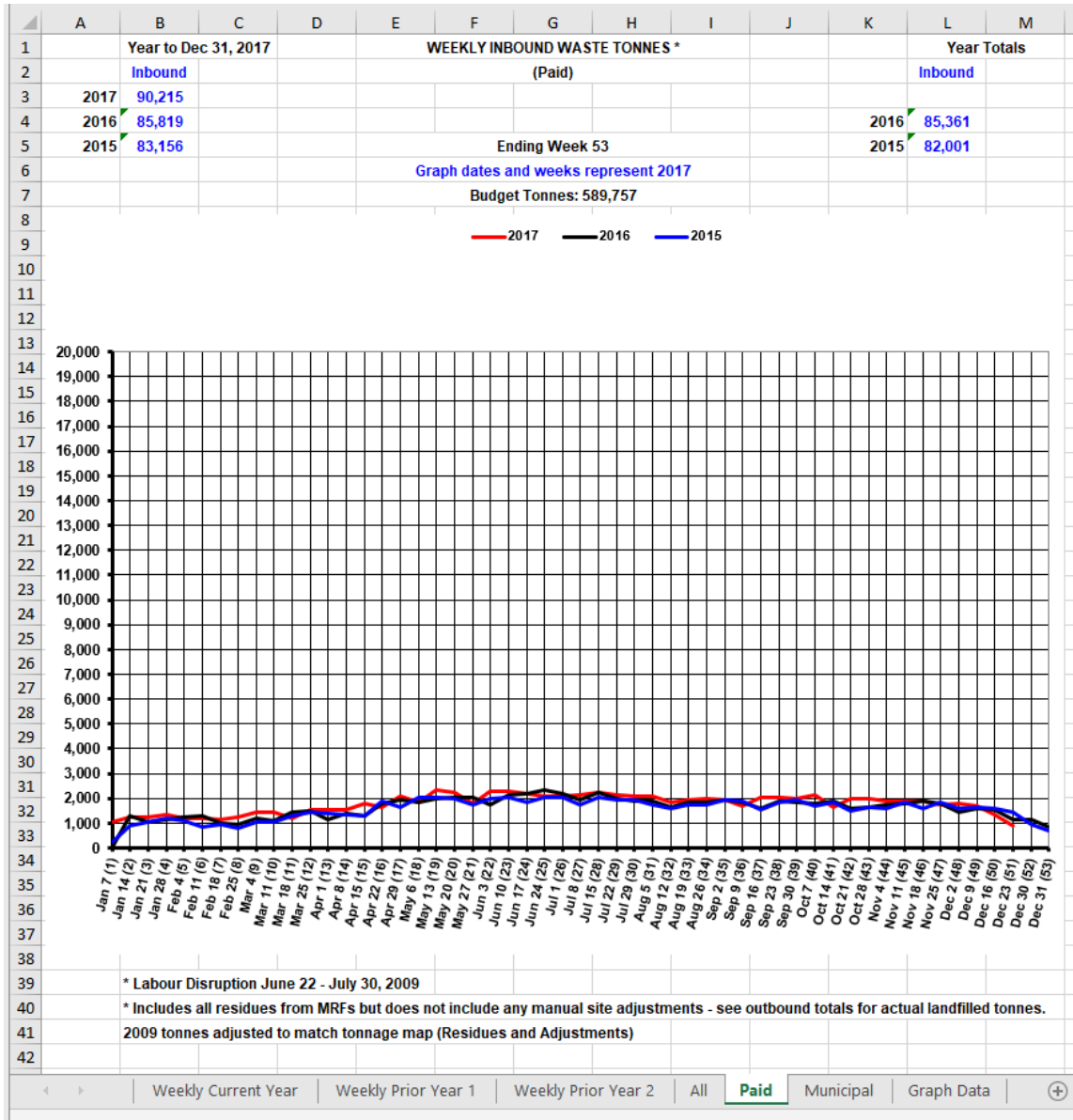
- Weekly Current Year
- Weekly Prior Year 1
- Weekly Prior Year 2
- Graph

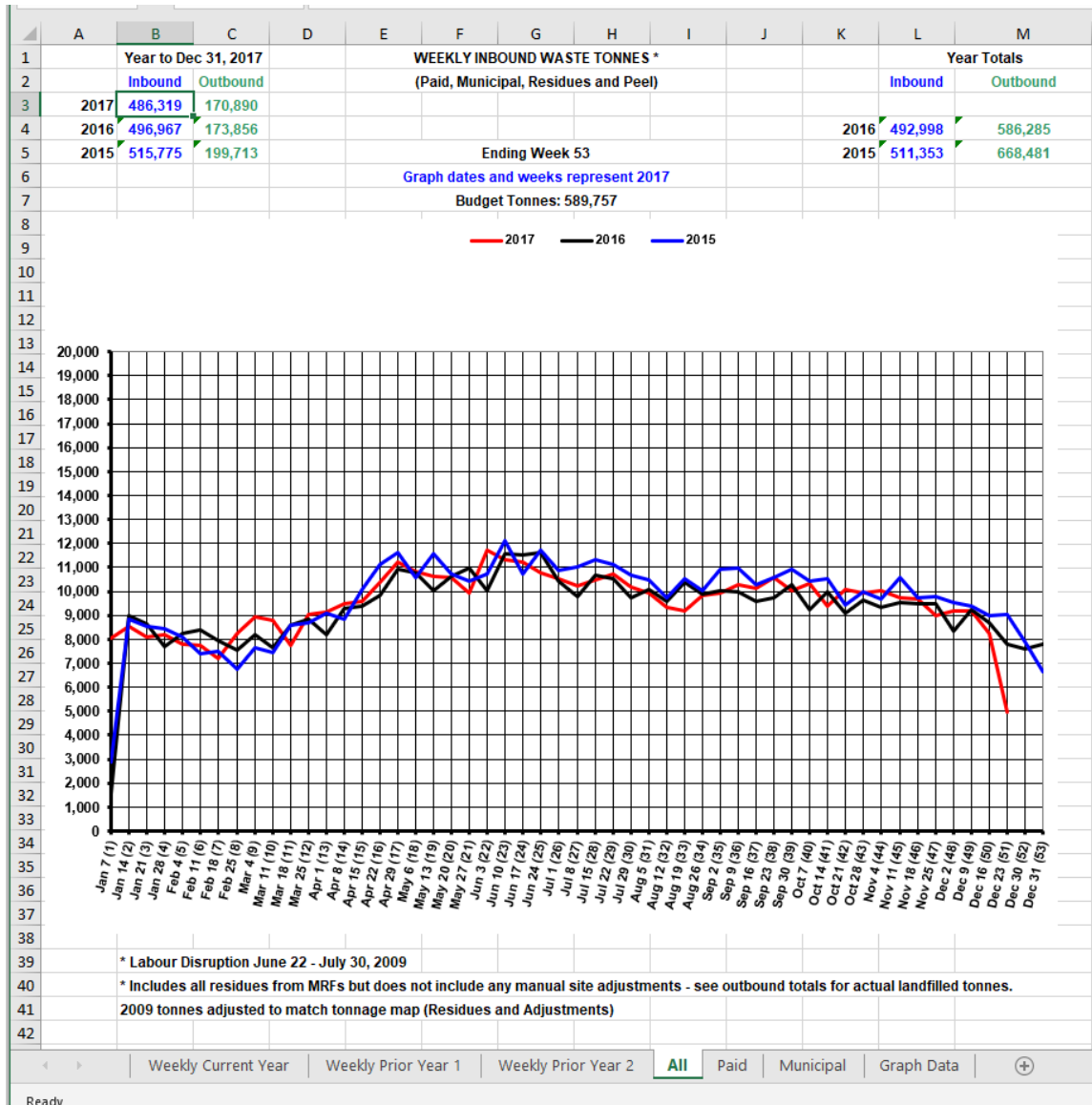
If the report has the totals broken down by week and by account the data will start in column I

Ending Date (Week)	Total Outbound	Total YTD								
Jan 3 (1)	0.00	0.00								
Jan 10 (2)	0.00	0.00								
Jan 17 (3)	0.00	0.00								
Jan 24 (4)	0.00	0.00								
Jan 31 (5)	0.00	0.00								

SWM Transfer Operations		
SM-10031		



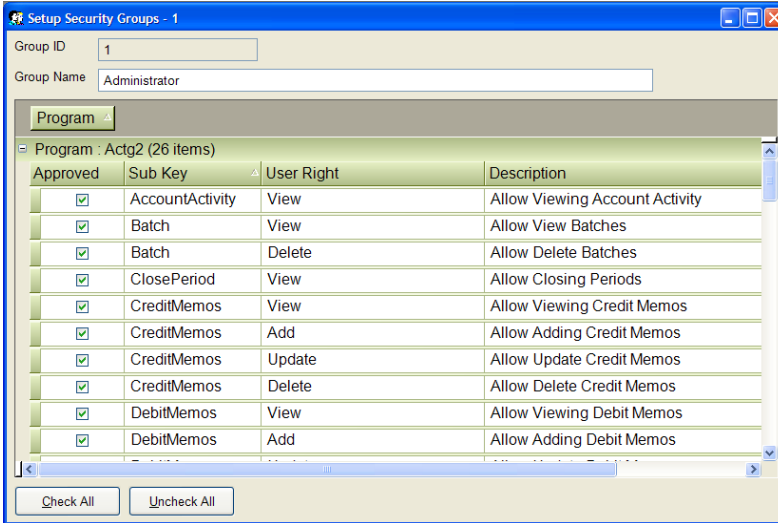




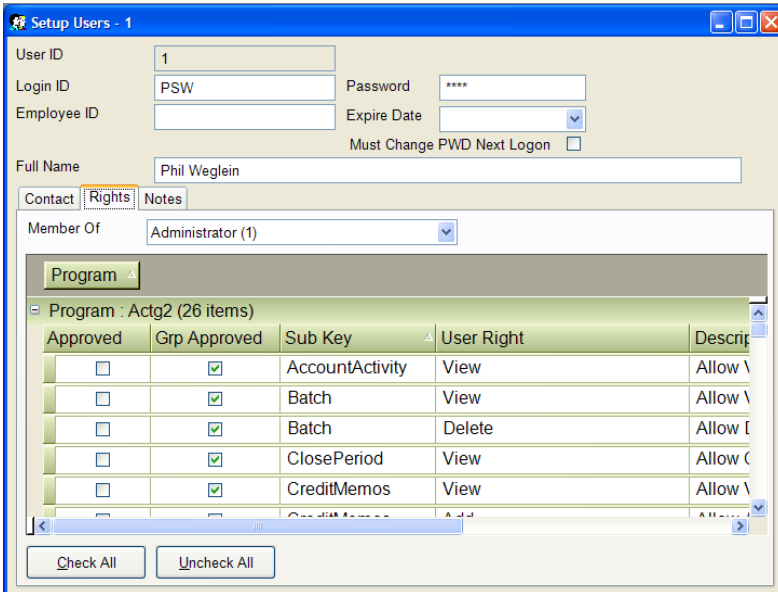
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	2017 Weekly Inbound Transfer Stations Waste Tonnes Totals															
2																
3	Ending Date (Week)	Total Tonnes	Total YTD	Peel Tonnes	Peel YTD	Toronto Tonnes	Toronto YTD	Paid Tonnes	Paid YTD	Municipal Tonnes	Municipal YTD					
4	Jan 7 (1)	8,037.87	8,037.87	0.00	0.00	0.00	0.00	1,053.57	1,053.57	6,984.30	6,984.30					
5	Jan 14 (2)	8,555.84	16,593.71	0.00	0.00	8,555.84	8,555.84	1,227.68	2,281.25	7,328.16	14,312.46					
6	Jan 21 (3)	8,085.04	24,678.75	0.00	0.00	8,085.04	16,640.88	1,260.88	3,542.13	6,824.17	21,136.62					
7	Jan 28 (4)	8,197.25	32,876.00	0.00	0.00	8,197.25	24,838.14	1,341.36	4,883.48	6,855.90	27,992.52					
8	Feb 4 (5)	7,814.72	40,690.72	0.00	0.00	7,814.72	32,652.86	1,212.91	6,096.39	6,601.81	34,594.33					
9	Feb 11 (6)	7,759.47	48,450.20	0.00	0.00	7,759.47	40,412.33	1,184.90	7,281.29	6,574.58	41,168.91					
10	Feb 18 (7)	7,199.50	55,649.69	0.00	0.00	7,199.50	47,611.83	1,128.43	8,409.71	6,071.07	47,239.98					
11	Feb 25 (8)	8,258.97	63,908.67	0.00	0.00	8,258.97	55,870.80	1,246.88	9,656.59	7,012.10	54,252.08					
12	Mar 4 (9)	8,916.51	72,825.18	0.00	0.00	8,916.51	64,787.32	1,418.58	11,075.17	7,497.93	61,750.02					
13	Mar 11 (10)	8,773.53	81,598.71	0.00	0.00	8,773.53	73,560.84	1,425.17	12,500.34	7,348.36	69,098.37					
14	Mar 18 (11)	7,724.73	89,323.44	0.00	0.00	7,724.73	81,285.57	1,217.68	13,718.01	6,507.06	75,605.43					
15	Mar 25 (12)	9,015.28	98,338.72	0.00	0.00	9,015.28	90,300.85	1,558.36	15,276.37	7,456.92	83,062.55					
16	Apr 1 (13)	9,114.77	107,453.49	0.00	0.00	9,114.77	99,415.62	1,564.34	16,840.70	7,550.44	90,612.79					
17	Apr 8 (14)	9,474.97	116,928.45	0.00	0.00	9,474.97	108,890.59	1,563.95	18,404.65	7,911.02	98,523.81					
18	Apr 15 (15)	9,568.07	126,496.52	0.00	0.00	9,568.07	118,458.65	1,783.77	20,188.42	7,784.29	106,308.10					
19	Apr 22 (16)	10,397.88	136,894.40	0.00	0.00	10,397.88	128,856.54	1,654.45	21,842.86	8,743.44	115,051.54					
20	Apr 29 (17)	11,229.19	148,123.59	0.00	0.00	11,229.19	140,085.73	2,066.54	23,909.40	9,162.65	124,214.19					
21	May 6 (18)	10,842.35	158,965.95	0.00	0.00	10,842.35	150,928.08	1,859.12	25,768.52	8,983.24	133,197.43					
22	May 13 (19)	10,641.54	169,607.48	0.00	0.00	10,641.54	161,569.62	2,317.42	28,085.94	8,324.12	141,521.55					
23	May 20 (20)	10,574.09	180,181.58	0.00	0.00	10,574.09	172,143.71	2,239.61	30,325.55	8,334.48	149,856.03					
24	May 27 (21)	9,942.78	190,124.36	0.00	0.00	9,942.78	182,086.49	1,793.32	32,118.87	8,149.46	158,005.49					
25	Jun 3 (22)	11,712.41	201,836.77	0.00	0.00	11,712.41	193,798.90	2,287.21	34,406.08	9,425.20	167,430.69					
26	Jun 10 (23)	11,334.95	213,171.72	0.00	0.00	11,334.95	205,133.85	2,308.06	36,714.13	9,026.90	176,457.59					
27	Jun 17 (24)	11,205.98	224,377.69	0.00	0.00	11,205.98	216,339.83	2,194.72	38,908.85	9,011.26	185,468.84					
28	Jun 24 (25)	10,790.02	235,167.71	0.00	0.00	10,790.02	227,129.85	2,102.72	41,011.57	8,687.30	194,156.14					
29	Jul 1 (26)	10,535.69	245,703.41	0.00	0.00	10,535.69	237,665.54	2,098.81	43,110.38	8,436.88	202,593.03					
30	Jul 8 (27)	10,211.06	255,914.47	0.00	0.00	10,211.06	247,876.60	2,142.91	45,253.29	8,068.15	210,661.18					
31	Jul 15 (28)	10,481.18	266,395.65	0.00	0.00	10,481.18	258,357.78	2,230.68	47,483.97	8,250.50	218,911.67					
32	Jul 22 (29)	10,741.63	277,137.28	0.00	0.00	10,741.63	269,099.41	2,153.06	49,637.03	8,588.57	227,500.25					
33	Jul 29 (30)	10,170.97	287,308.25	0.00	0.00	10,170.97	279,270.38	2,093.27	51,730.30	8,077.71	235,577.95					
34	Aug 5 (31)	9,925.45	297,233.70	0.00	0.00	9,925.45	289,195.84	2,071.35	53,801.65	7,854.10	243,432.06					
35	Aug 12 (32)	9,313.06	306,546.76	0.00	0.00	9,313.06	298,508.90	1,839.90	55,641.54	7,473.16	250,905.22					
36	Aug 19 (33)	9,209.74	315,756.50	0.00	0.00	9,209.74	307,718.64	1,944.99	57,586.53	7,264.75	258,169.97					
37	Aug 26 (34)	9,846.60	325,603.10	0.00	0.00	9,846.60	317,565.23	2,008.62	59,595.15	7,837.98	266,007.95					
38	Sep 2 (35)	9,936.78	335,539.88	0.00	0.00	9,936.78	327,502.01	1,955.08	61,550.23	7,981.70	273,989.65					
39	Sep 9 (36)	10,256.07	345,795.95	0.00	0.00	10,256.07	337,758.08	1,694.77	63,245.00	8,561.30	282,550.95					
40	Sep 16 (37)	10,123.59	355,919.54	0.00	0.00	10,123.59	347,881.67	2,060.67	65,305.67	8,062.92	290,613.87					
<div style="display: flex; justify-content: space-between; align-items: center;"> ← Weekly Current Year Weekly Prior Year 1 Weekly Prior Year 2 All Paid Municipal Graph Data + </div>																

6.1.10 Accounts Receivable and Aging Module Security Options

Setup user Groups with approved rights



Add Users and assign to user Groups

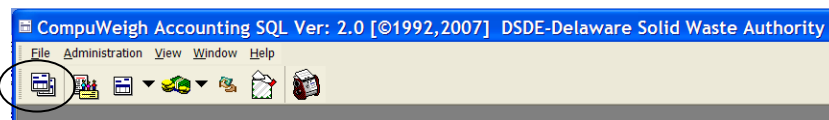


Accounts Receivable and Aging

Paradigm offers an Accounts Receivable & Aging Module to track the activity of the client's customer. As in CW6, this module is User ID and Password protected to allow only those individuals the rights they need to complete their level of responsibilities. At the designated billing date, an AR batch is created in the CW6 Posting module. Each individual batch contains a group of invoices all posted for the same date range. An auto-generated batch number is assigned each time a batch of invoices is processed. The module can email information directly to the customer in lieu of mailing (i.e. statements, etc.).

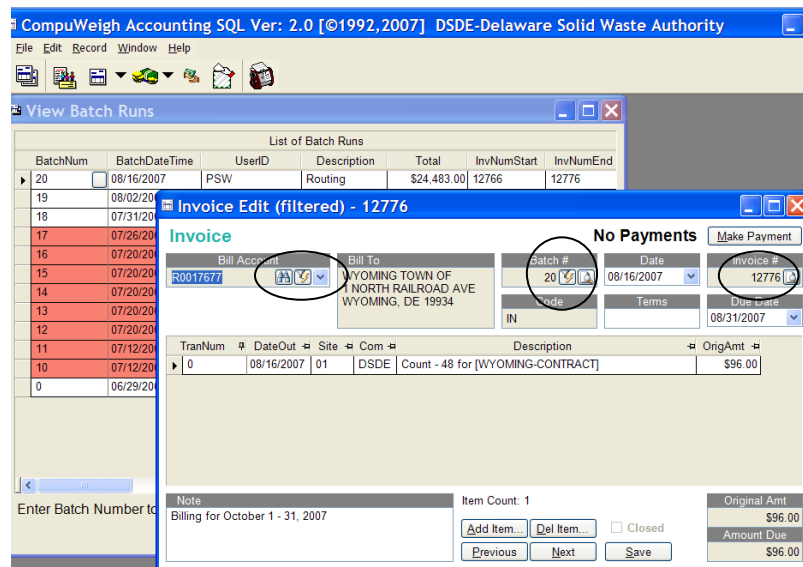
AR Batch – View and Edit

To open a batch, select the View Batches Icon.

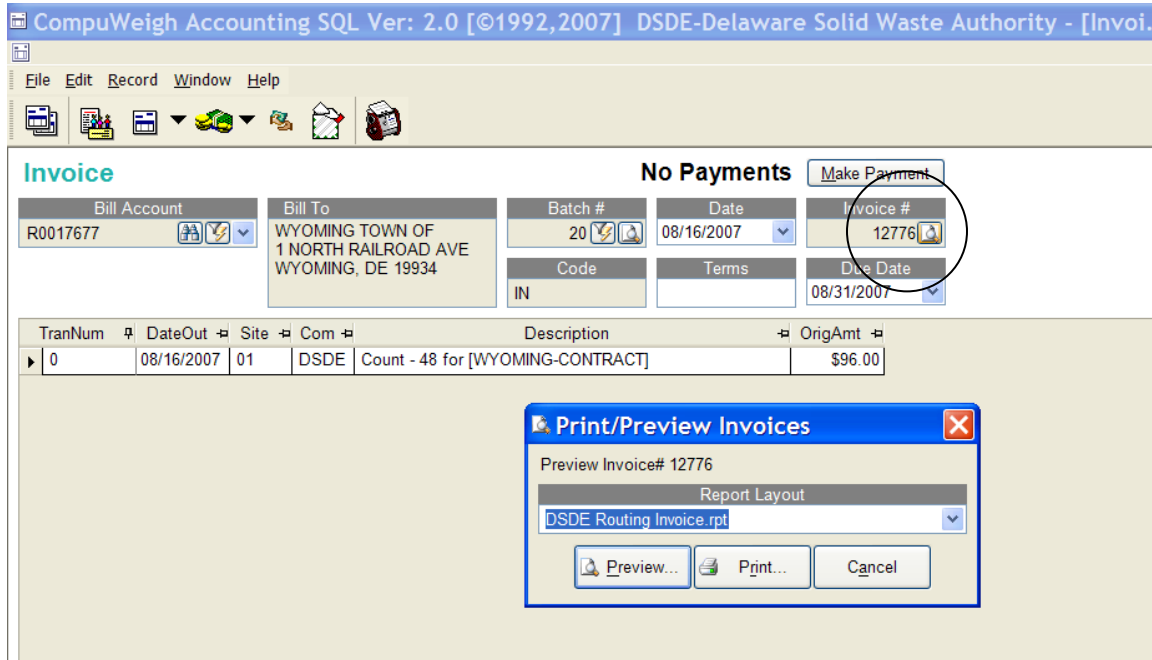


BatchNum	BatchDateTime	UserID	Description	Total	InvNumStart	InvNumEnd	CustCode	RptDate	DueDate	DateOutLow
20	08/16/2007	PSW	Routing	\$24,483.00	12766	12776		08/16/2007	08/31/2007	07/01/2007
19	08/02/2007	PSW	Routing	\$0.00	12755	12765		08/02/2007	08/31/2007	07/01/2007
18	07/31/2007	PSW	Routing	\$0.00	11489	12754		07/31/2007	07/31/2007	06/01/2007
17	07/26/2007	PSW	Routing	\$0.00	11477	11487		07/26/2007	07/31/2007	06/01/2007
16	07/20/2007	PSW	Routing	\$0.00	8051	8054		07/20/2007	07/31/2007	06/01/2007
15	07/20/2007	PSW	Routing	\$0.00	7934	8050		07/20/2007	07/31/2007	06/01/2007
14	07/20/2007	PSW	Routing	\$0.00	7784	7933		07/20/2007	07/31/2007	06/01/2007
13	07/20/2007	PSW	Routing	\$0.00	7634	7783		07/20/2007	07/31/2007	06/01/2007
12	07/20/2007	PSW	Routing	\$0.00	7634	0		07/20/2007	07/31/2007	06/01/2007
11	07/12/2007	PSW	Routing	\$0.00	6361	7632		07/12/2007	07/31/2007	06/01/2007
10	07/12/2007	PSW	Routing	\$0.00	6349	6360		07/12/2007	07/31/2007	06/01/2007
0	06/29/2007		Misc Batch	0	0		DSDE			

In addition to the columns displayed on the screen, there are additional “informational or identifying” columns that can be viewed by scrolling through the window.



On the Invoice Edit screen, the icons within certain fields will launch other solution functions, i.e. the icon next to the Invoice Number will allow a user to print that invoice.

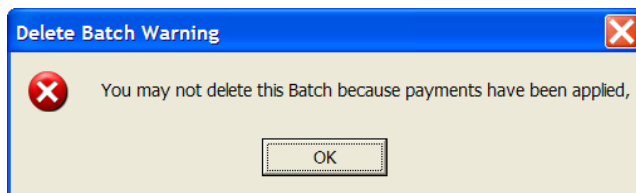


Delete a Batch

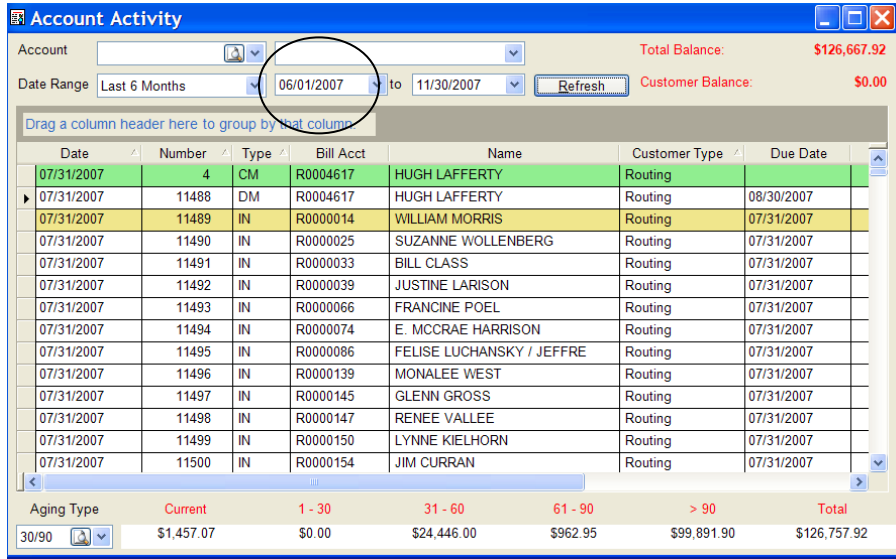
All batch history is stored on this screen. Deleted batches remain on the screen in red for an audit trail, while all active batches are displayed in white. Batches can only be deleted, if no payments have been applied to the invoices that make up that batch. Deleting a batch is very simple, enter the batch number to be deleted, and select the "Delete Batch" button.

Enter Batch Number to Delete

If payments have been applied to the batch an error message will display with the following message.



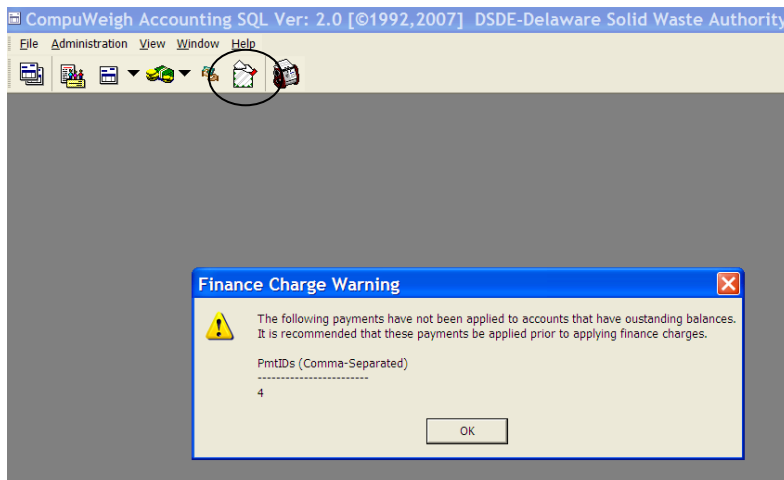
The account activity screen lists all the activity for every account. It can display the overall activity on the accounts as a whole, or for an individual account. It shows every invoice and payment made to that account for the time period selected. It shows an account balance as well as an account summary at the bottom of the screen.



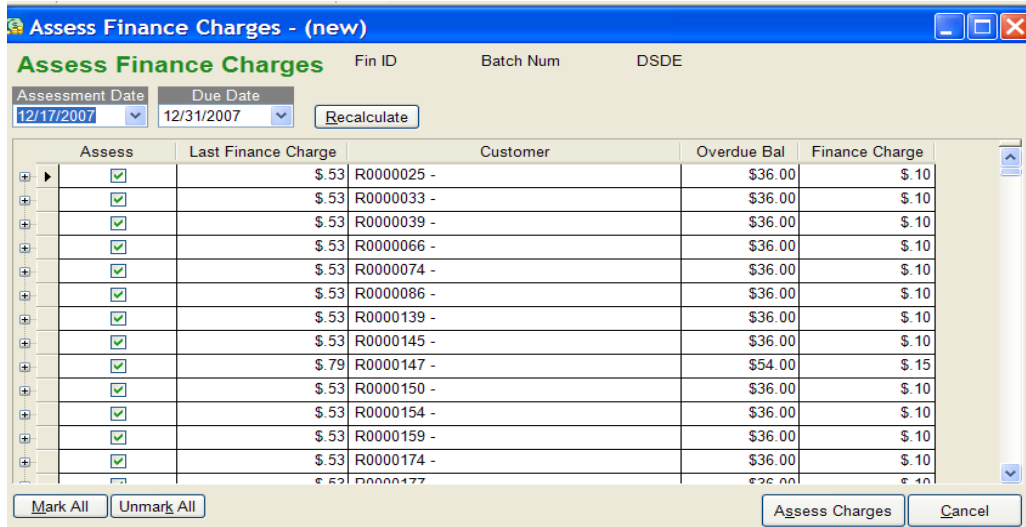
Balances can be isolated for individual accounts by either selecting the desired account from the drop-down box in the upper left-hand corner of the screen, or by clicking on the desired account on the grid and clicking **Refresh**.

Finance Charges

Finance Charges can easily be assessed within this solution launching the Finance Charge icon. If the below screen appears, it notifies the user that there is an incomplete process when posting payments and that the payment must be applied to an open invoice to continue. At the time of installation, the payment terms will be defined and set up in the solution to calculate at the correct finance charge rate.



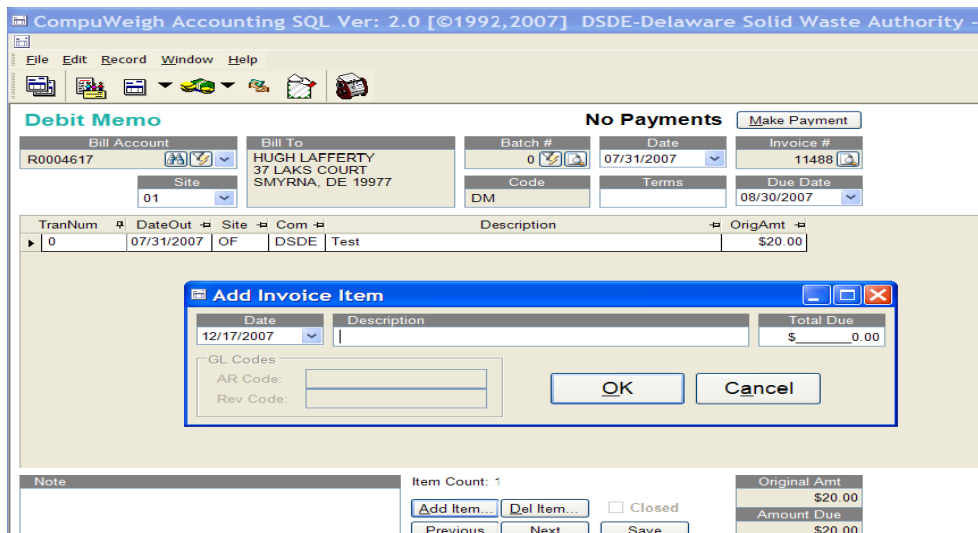
After completing the process and re-launching the Assess Finance Charges feature, the following screen will be displayed.



At this time, management has the discretion to determine which customers will be charged the displayed finance charge amounts. Simply un-checking the box will remove the customer from the finance charge process. The + sign at the beginning of the line, indicates there is information hidden. In this case, it would be the open invoices in which the finance charge calculations are being processed against.

Credit and Debit Memos (Adjustments)

The debit memo feature can be used to establish a beginning AR balance and any other situation where the account needs to be assigned additional charges. The debit memo screen is fairly plain which allows for the end user to define the invoice to includes as much information needed to assist the customer in understanding the charge on their account.



The credit memo feature is used to remove a charge or make a payment type adjustment. Also, within this screen the end user can immediately apply the Credit Memo to an invoice without having to launch another window.

Credit Memo - 4

Credit Memo CM ID 4 **Credit Not Applied** [View Payments](#)

Bill Account: R0004617

Bill To: HUGH LAFFERTY
37 LAKS COURT
SMYRNA, DE 19977

Credit Information:

Date: 07/31/2007

Amount: \$ 10.10

Ref./Check No.: 10

User ID: [] PSW: []

Memo: []

Site: []

Closed

[Save & Close](#) [Save & New](#)

Payments

Payments are applied on a balance forward basis or on a per invoice basis.

CompuWeigh Accounting SQL Ver: 2.0 [©1992,2007] DSDE-Delaware Solid Waste Authority

File Edit Record Window Help

Invoice Edit - 11490

Invoice **No Payments** [Make Payment](#)

Bill Account: R0000025

Bill To: SUZANNE WOLLENBERG
205 WOODGREEN CT.
Claymont, DE 19703

Batch #: 18

Date: 07/31/2007

Invoice #: 11490

Code: IN

Terms: []

Due Date: 07/31/2007

TranNum	DateOut	Site	Com	Description	OrigAmt
0	07/31/2007	01	DSDE	Feb-Aug [BASIC \$36-SEMI-ANNUAL] - Service Days [Fr]	\$36.00

Receive Payments - (new)*

Customer Payment Pmt ID: [] Total Due: **\$36.00**

Received From (Acct): R0000025

Received From (Name): SUZANNE WOLLENBERG

Pmt. Method: Check

User ID: PSW

Memo: []

Payment Information:

Date: 09/24/2007

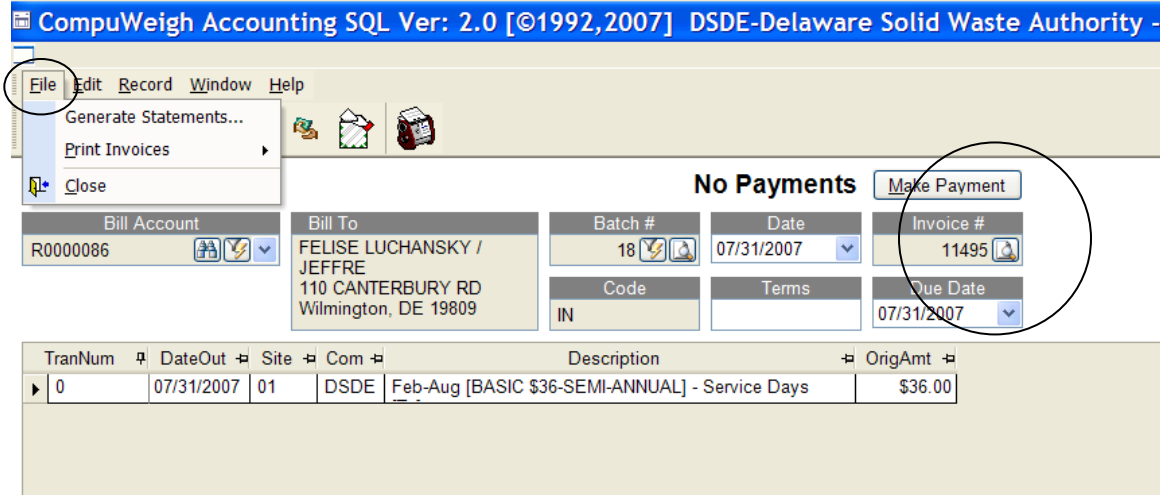
Amount: \$ 0.00

Ref./Check No.: []

Applied	InvNum	DueDate	OrigAmt	AmtDue	AmtApplied
<input type="checkbox"/>	11490	07/31/2007	\$36.00	\$36.00	\$0.00

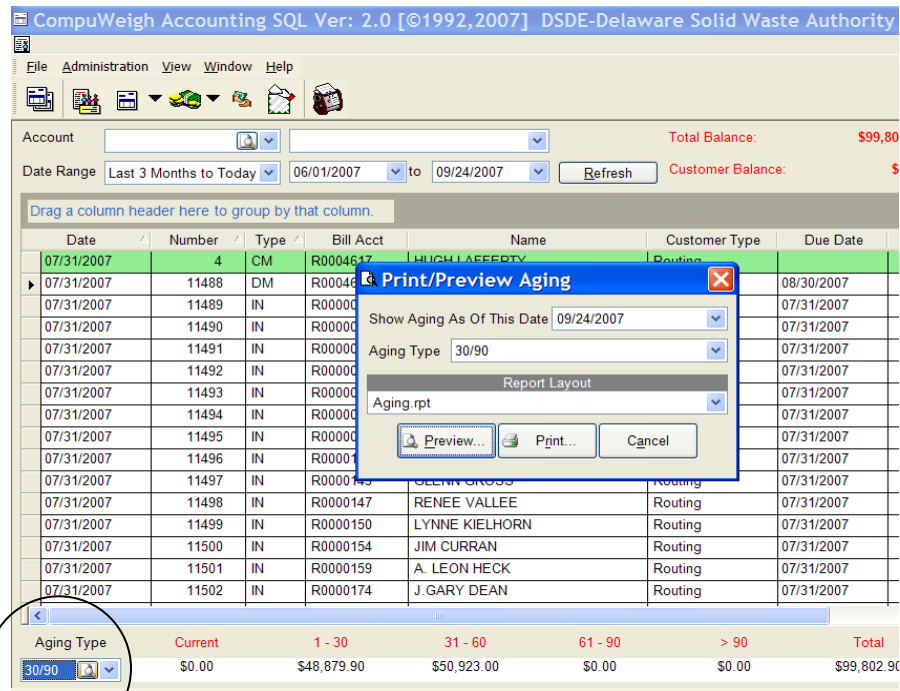
Reports

Within View Batches there are several ways to print an invoice or statement for the customer.



Aging Reports

On the accounting grid, the information that makes up the aging is found in the lower left corner of the window.



Accounting Reports

The following set of sample Accounting reports are provided for your review based on the requirements of the RFP. Again, these are '**sample**' reports based on other customer's requirements. We have included some reporting time in our pricing to assist in the creation of these reports. Upon award, the client can provide Paradigm with the exact reports and Paradigm can provide a not to exceed number for the creation of those reports.

Aging Summary Report



Seattle Public Utilities
Aging Report

Printed On: 03/26/2010
Aging As Of: 03/26/2010

	Current	1 - 30	31 - 60	61 - 90	> 90	Total
000016 - BURKHALTER WRECKING	0.00	0.00	250.31	0.00	0.00	250.31
000033 - SOUTHLAND WASTE SYSTEMS	266,469.19	912.70	258,436.86	0.00	0.00	525,818.75
000054 - GOODWILL INDUSTRIES	6,352.74	0.00	0.00	0.00	0.00	6,352.74
000062 - REFUSE SERVICES, INC.	148,118.09	111.71	145,604.81	0.00	0.00	293,834.61
000093 - REAVES ROOFING CO	107.83	0.00	141.88	0.00	0.00	249.71
000149 - JAX POLLUTION CONTROL	54.53	0.00	0.00	0.00	0.00	54.53
000151 - MOVSOVITZ & SONS DBA FRESH	627.71	0.00	567.03	0.00	0.00	1,194.74
000231 - PARKS & RECREATION	1,569.36	0.00	1,100.17	0.00	0.00	2,669.53
000240 - STREETS & DRAINAGE/PUBLIC W	11,057.97	0.00	2,014.04	0.00	0.00	13,072.01
000255 - ATLANTIC BEACH	0.00	-12,412.18	12,412.18	0.00	0.00	0.00
000279 - SALVATION ARMY	43.01	0.00	0.00	0.00	0.00	43.01
000303 - SOLID WASTE DISPOSAL DIV	1,616.67	0.00	690.03	0.00	0.00	2,306.70
000321 - CARR-TECH INDUSTRIES	0.00	0.00	23.30	0.00	0.00	23.30
000356 - SHAPELLS	6,538.17	0.00	6,010.91	25,727.81	0.00	38,276.89
000358 - ANIMAL CONTROL	388.28	0.00	0.00	0.00	0.00	388.28
000368 - REALCO RECYCLING COMPANY	390.40	0.00	668.50	0.00	0.00	1,058.90
000382 - MCCURDY-WALDEN, INC.	0.00	0.00	39.43	0.00	0.00	39.43
000400 - ADVANCED DISPOSAL SERVICE/I	0.00	-229.41	0.00	0.00	0.00	-229.41
000435 - SOUTHLAND JAX BCH/COMMERC	0.00	357.85	0.00	0.00	0.00	357.85
000439 - ADS/ATLANTIC BEACH	0.00	-766.68	0.00	0.00	0.00	-766.68
000610 - J. B. COXWELL CONTRACTING, II	209.99	0.00	42.71	0.00	0.00	252.70
003423 - K. C. PETROLEUM INC.	66.91	0.00	0.00	0.00	0.00	66.91
003543 - C. A. P. CONTRACTING, INC	87.52	0.00	0.00	0.00	0.00	87.52
004301 - BEST-TEC ASBESTOS ABATEMEI	129.93	0.00	0.00	1,811.62	0.00	1,941.55
004745 - J&D MAINTENANCE AND SERVIC	338.69	0.00	404.88	0.00	0.00	743.57
004872 - REPUBLIC SERVICES OF FLORID	24,890.87	0.00	23,055.50	0.00	0.00	47,946.37
005144 - WASTE WATCHERS OF JACKSON	1,841.48	0.00	2,389.10	4,159.46	0.00	8,390.04
005153 - ADVANCED DISPOSAL SERVICES	400,618.57	590.87	401,785.48	439,542.80	0.00	1,242,537.72
005195 - ARWOODS, INC.	16,513.16	41.22	15,617.38	0.00	0.00	32,171.76
005746 - WASTE PRO OF FLORIDA, INC.	59,748.28	-914.02	61,599.93	0.00	0.00	120,434.19
006486 - SUNSHINE RECYCLING, INC.	8,841.12	-111.71	8,670.01	0.00	0.00	17,399.42
006507 - ARROWHEAD MAINTENANCE, INC	0.00	0.00	0.00	0.00	15,683.48	15,683.48
006593 - AMASON'S PORTABLE TOILETS&	2,483.89	0.00	2,332.23	0.00	0.00	4,816.12
008075 - ROSS & LOGAN INDUSTRIES, INC	134.42	-250.31	250.31	390.40	0.00	524.82
009666 - ADKINS ELECTRIC, INC	31.06	0.00	0.00	0.00	0.00	31.06
012001 - STRATEGIC MATERIALS INC	578.28	0.00	510.78	0.00	0.00	1,089.06
012761 - SOUTHLAND WASTE SYSTEMS/ F	8,159.84	0.00	8,283.04	0.00	0.00	16,442.88
012925 - THOMPSON ELECTRIC, INC	31.36	0.00	0.00	0.00	0.00	31.36
013497 - BLADE BUSTER LLC	62.43	0.00	53.17	0.00	0.00	115.60

Payment Report



REGION 2000 SERVICES AUTHORITY

Payment List

Print Date: 3/26/2010
Print Time: 9:42:29AM
Criteria:

R000025

<u>ID</u>	<u>Date</u>	<u>Account</u>	<u>Amount</u>	<u>Ref/Check No.</u>	<u>Method</u>	<u>Memo</u>
34	3/26/10	R000025	\$72.00	12345	Check	
Account Total			\$72.00			

R000033

<u>ID</u>	<u>Date</u>	<u>Account</u>	<u>Amount</u>	<u>Ref/Check No.</u>	<u>Method</u>	<u>Memo</u>
35	3/26/10	R000033	\$36.00	546342	Check	
Account Total			\$36.00			

Grand Total \$108.00

Payment By Revenue Account Report



Miami County Sanitary Department
Revenue Listing

Print Date: 3/26/2010
 Print Time: 12:10:32PM
 Criteria: [Account] Between '0' and 'ZZZZ'

Payment Date	Revenue Acct	Revenue Acct Description	Amount
02/12/2009	437.3476	POLITICAL TRANSFER STATION	\$500.00
02/24/2009	437.3476	POLITICAL TRANSFER STATION	\$1,195.00
03/16/2009	437.3476	POLITICAL TRANSFER STATION	\$8,788.97
03/25/2009	437.3476	POLITICAL TRANSFER STATION	\$10.00
Sub Total (437.3476)			\$10,493.97
02/12/2009	437.3495	TRANSFER STATION REVENUE	\$2,400.00
02/18/2009	437.3495	TRANSFER STATION REVENUE	\$2,616.35
03/16/2009	437.3495	TRANSFER STATION REVENUE	\$1,883.96
03/26/2009	437.3495	TRANSFER STATION REVENUE	\$0.59
06/16/2009	437.3495	TRANSFER STATION REVENUE	\$4,256.32
08/04/2009	437.3495	TRANSFER STATION REVENUE	\$117,534.92
08/31/2009	437.3495	TRANSFER STATION REVENUE	\$187.01
10/26/2009	437.3495	TRANSFER STATION REVENUE	\$6,000.00
Sub Total (437.3495)			\$134,879.15
02/18/2009	437.3495.001	OEPA TIPPING FEE	\$383.65
03/16/2009	437.3495.001	OEPA TIPPING FEE	\$330.56
06/16/2009	437.3495.001	OEPA TIPPING FEE	\$777.41
08/04/2009	437.3495.001	OEPA TIPPING FEE	\$1,126.96
08/31/2009	437.3495.001	OEPA TIPPING FEE	\$23.00
Sub Total (437.3495.001)			\$2,641.58
Grand Total			\$148,014.70

Account Activity Report



Solid Waste Management Services

Account Activity

3/26/10

Date	Number	Type	Bill Account	Name	Due Date	Orig Amt	Amt Paid	Amt Due	Days Past Due
12/31/09	133	IN	000016	Barlow Wrecking	1/15/10	\$156.82	\$156.82		
1/31/10	196	IN	000016	Barlow Wrecking	2/15/10	\$250.31		\$250.31	39
2/17/10	122	PMT	000016	Barlow Wrecking			\$163.99		
2/25/10	199	PMT	000016	Barlow Wrecking			\$156.82		
Totals ==>						\$407.13	\$320.81	\$250.31	

Type	Current	1 - 30	31 - 60	61 - 90	> 90	Total
30/90	\$0.00	\$0.00	\$250.31	\$0.00	\$0.00	\$250.31

Statements



INVOICE

CITY OF JACKSONVILLE, FLORIDA

GENERAL ACCOUNTING DIVISION

INVOICE NUMBER: ARDO10000171

BILL TO
SOLID WASTE DISPOSAL DIV
PWSW441DO 04306
SOLID WASTE & RESOURCE MGT.
JAX, FL 32202

INVOICE NUMBER ARDO10000171

REFERENCE NUMBER 274

CLOSING DATE 02/28/2010

CUSTOMER NUMBER ARI000301 02

REQUESTS FOR TICKET CORRECTIONS MUST BE SUBMITTED WITHIN 30 DAYS OF INVOICE DATE

TAX COLLECTOR'S USE ONLY:
SOLID WASTE DISPOSAL
20100228

RETURN THIS PORTION OF INVOICE WITH PAYMENT
 FOLD ON THE LINE BELOW

AMOUNT ENCLOSED

Ticket / Check #	Type	Date	Description	Weight in Pounds	Amount
34289	IN	02/02/2010	7-Special Waste [7.23 TN]	14,460	\$296.43
35475	IN	02/05/2010	4-Commercial Waste City Agencies [8.69 TN]	17,380	\$259.57
35871	IN	02/08/2010	7-Special Waste [7.25 TN]	14,500	\$297.25
35917	IN	02/08/2010	7-Special Waste [4.49 TN]	8,973	\$183.95
36250	IN	02/09/2010	7-Special Waste [1.48 TN]	2,967	\$60.82
37391	IN	02/12/2010	7-Special Waste [6.28 TN]	12,560	\$257.48
41408	IN	02/26/2010	7-Special Waste [6.37 TN]	12,740	\$261.17
				83,580	\$1,616.67

CREDIT
 GENERAL LEDGER ACCOUNT:
 115000 115231

PLEASE PAY THIS AMOUNT \$1,616.67

REMITTANCE ADDRESS:

TAX COLLECTOR
 231 E. FORSYTH ST. ROOM 141
 JACKSONVILLE, FLORIDA 32202

FOR INFORMATION REGARDING THIS INVOICE CALL 904.387.8837



2525 NW 62nd Street
Miami, Florida 33147

Department of Solid Waste Management

Invoice

Billing Address	Account #	202
LOPEZ FRAXEDAS CORP 2601 S.W. 69th Court Miami, FL 33155	Date	11/10/2008
	Invoice #	1538
	Due Date	Due Upon Receipt

Current Invoice Due	Total Amount Due
2,493.00	5,953.00

Account Summary	
Previous Balance	3,460.00
Total Credits and Adjustments	0.00
Total Payments Received	0.00
Total Current Charges	2,493.00
Total Amount Due	5,953.00
Total Past Due Amount	3,460.00

If full payment of the invoiced amount is not received within 30 days of invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law. For billing inquiries please call, (305) 514-6743

Current	1 - 30	31 - 60	61 - 90	> 90	Total
2,493.00	0.00	0.00	2,191.00	1,269.00	5,953.00



Payment Coupon

Please detach and enclose this portion with your payment - do not send cash.

	Account #	
	202	
	Date	Invoice #
	10/15/2006	1538
Due Date	Total	Amount Paid
Upon Receipt	5,953.00	

LOPEZ FRAXEDAS CORP
2601 S.W. 69th Court
Miami, FL 33155

Please make
check
payable to:

Miami Dade County Solid Waste Management
Attn: Accounting Division
2525 NW 62nd Street
Miami, Florida 33147

Miami County Sanitary Department
 Transfer Station
 2200 N. County Rd. 25-A
 Troy, Ohio 45373
 (937) 440-3488



Date: 03/26/2010

Page: 1

STATEMENT

For Dates 1/1/2007 to 1/31/2007

Customer ID: 004

Due Date: Please Pay By The 21st of March

MIAMI CTY ANIMAL SHELTER
 201 W MAIN ST
 TROY, OH 45373-

Previous Balance:	\$194.75
Current Charges:	\$267.60
Payments:	\$0.00
Adjustments:	\$0.00
Current Balance:	\$462.35

Make Checks Payable To: Miami County Transfer Station
 To Insure Proper Credit, Please Include Account Number On Your Check

Date	Receipt #	Description	Tonnage	Amount
01/18/2007	545818	30-CSW - Commercial Solid Waste	.98	\$53.90
01/18/2007	545818	30-CSW - Commercial Solid Waste	.98	\$53.90
01/18/2007	545818	30-CSW - Commercial Solid Waste	.98	\$53.90
01/31/2007	547180	Ohio EPA Fee	.00	\$2.28
01/31/2007	547180	30-CSW - Commercial Solid Waste	.65	\$33.02
01/31/2007	547180	30-CSW - Commercial Solid Waste	.65	\$33.02
01/31/2007	547180	Extra Fee 1	.00	\$2.28
01/31/2007	547180	Extra Fee 1	.00	\$2.28
01/31/2007	547180	30-CSW - Commercial Solid Waste	.65	\$33.02
			Current Invoice	4.89
				\$267.60
			If Paid By The 15th	\$454.53
			If Paid By The 21st	\$462.35

A 1.5% Service Charge Will Be Added Monthly To All Accounts After 21st Of The Month

Credit Memo List



Credit Memo List

Print Date: 3/26/2010
 Print Time: 12:17:28PM
 Criteria: [Account] Between '0' and 'ZZZZZZZZ'

000439 BARLOW WRECKING

<u>ID</u>	<u>Date</u>	<u>Account</u>	<u>Amount</u>	<u>Ref/Check No.</u>	<u>Method</u>	<u>Memo</u>
18	2/5/10	000439	\$412.91		Credit Memo	credit re 23239 bill to 5153 advanced
19	2/5/10	000439	\$353.77		Credit Memo	credit re 21703 bill to 5153 advanced
Account Total			\$766.68			

000400 WEGLEIN DISPOSAL

<u>ID</u>	<u>Date</u>	<u>Account</u>	<u>Amount</u>	<u>Ref/Check No.</u>	<u>Method</u>	<u>Memo</u>
20	2/5/10	000400	\$229.41		Credit Memo	credit re 17197 400 ad. res bill 5153
Account Total			\$229.41			

005153 HIRSCH LANDSCAPING

<u>ID</u>	<u>Date</u>	<u>Account</u>	<u>Amount</u>	<u>Ref/Check No.</u>	<u>Method</u>	<u>Memo</u>
3	1/26/10	005153	\$228.80		Credit Memo	re 18665 belongs to acct. 33
4	1/26/10	005153	\$41.22		Credit Memo	credit re 20930 bill to 5195 arwoods
5	1/26/10	005153	\$139.79		Credit Memo	credit re 19196 bill to 33 southland
6	1/26/10	005153	\$65.71		Credit Memo	credit re 22425 bill to 33 southland
17	1/28/10	005153	\$162.49		Credit Memo	credit re 21488 bill to 33 southland
173	2/19/10	005153	\$531.09		Credit Memo	credit re 26053 1/1/10
174	2/19/10	005153	\$43.91		Credit Memo	credit re 27053 1/6/10
175	2/19/10	005153	\$219.54		Credit Memo	credit re 27203 1/6/10
176	2/19/10	005153	\$191.17		Credit Memo	credit re 27123 1/6/10
Account Total			\$1,623.72			

006593 HOLMES WASTE REMOVAL

<u>ID</u>	<u>Date</u>	<u>Account</u>	<u>Amount</u>	<u>Ref/Check No.</u>	<u>Method</u>	<u>Memo</u>
200	2/26/10	006593	\$27.00		Credit Memo	credit re 99416 10/31/2009 per Fred appr
Account Total			\$27.00			

008075 CARMEN CONSTRUCTION

<u>ID</u>	<u>Date</u>	<u>Account</u>	<u>Amount</u>	<u>Ref/Check No.</u>	<u>Method</u>	<u>Memo</u>
21	1/31/10	008075	\$250.31		Credit Memo	credit re 21983 \$1.79 on credit next invoic
Account Total			\$250.31			

000435 DOWNEY DISPOSAL

<u>ID</u>	<u>Date</u>	<u>Account</u>	<u>Amount</u>	<u>Ref/Check No.</u>	<u>Method</u>	<u>Memo</u>
10	2/5/10	000435	\$153.23		Credit Memo	credit re 17743 bill to 33 southland
Account Total			\$153.23			

000033 FIEDLER WASTE HAULING

<u>ID</u>	<u>Date</u>	<u>Account</u>	<u>Amount</u>	<u>Ref/Check No.</u>	<u>Method</u>	<u>Memo</u>
1	1/26/10	000033	\$130.23		Credit Memo	re 18695
8	1/26/10	000033	\$132.62		Credit Memo	credit re 21034 bill to 435 sws bch
9	1/26/10	000033	\$159.51		Credit Memo	credit re 21667 bill to 435 sws bch
11	1/26/10	000033	\$218.95		Credit Memo	credit re 17888 bill to 435 sws bch

Debit Memo List



Debit Memo Listing

Print Date: 3/26/2010
 Print Time: 12:18:51PM
 Criteria:

005153 HIRSCH LANDSCAPING

<u>ID</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
180	1/26/10	re credit from 18695	\$130.23
190	1/26/10	debit re 18977	\$181.72
192	1/29/10	debit re 23239	\$412.91
193	1/29/10	debit acct. 5153	\$353.77
194	1/29/10	debit 5153	\$232.28
251	2/10/10	Debit RE:29915	\$197.74
252	2/10/10	debit re 27824	\$358.14
259	2/19/10	debit re 27824 1/8/10 wgt diff.	\$347.80
Totals For Acct: 005153			\$2,214.59

005195 TWIGG TREE REMOVAL

<u>ID</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
182	1/26/10	debit re 20930	\$41.22
Totals For Acct: 005195			\$41.22

017776 JOHNSON JUNK REMOVAL

<u>ID</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
250	1/31/10	debit re 21983	\$252.10
Totals For Acct: 017776			\$252.10

000062 HANSON REMOVAL

<u>ID</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
257	2/19/10	debit re 27748 1/8/10	\$111.71
Totals For Acct: 000062			\$111.71

000435 DOWNEY DISPOSAL

<u>ID</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
186	2/5/10	debit re 21034	\$132.62
187	2/5/10	debit re 21667	\$159.51
189	2/5/10	debit re 17888	\$218.95
Totals For Acct: 000435			\$511.08

000033 FIEDLER WASTE HAULING

<u>ID</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
253	2/19/10	debit re 26053 1/1/10	\$531.09
254	2/19/10	debit re 27053 1/6/10	\$43.91
255	2/19/10	debit re 27203 1/6/10	\$219.54
256	2/19/10	debit re 27123 1/6/10	\$191.17
183	1/26/10	debit re 19196	\$139.79
184	1/26/10	debit re 22425	\$65.71
188	1/26/10	debit re 17743	\$153.23
191	1/28/10	debit re 21488	\$162.49
181	1/26/10	debit for re 18665	\$228.80
Totals For Acct: 000033			\$1,735.73

Debit Memo Grand Total: \$4,866.43

Last Page of Account Balance Report

3/26/10 Fri
Ver 5.0.2067

Seattle Public Utilities

12:09 pm
Page 14

Actg Balance Report

File: SEWATRAN - DATASERVER\SQL2005
[ActgBalance] > 0

<u>Account</u>	<u>Company</u>	<u>Deposit</u>	<u>DepositDate</u>	<u>ActgBalance</u>	<u>ActgBalanceDate</u>
T43996	AMICO, TRACI SUSAN	\$0.00		\$18.00	06/30/09
T43997	JOSEPH, GARCIA	\$0.00		\$118.80	06/30/09
T43999	MARASSI, NICHOLAS P	\$0.00		\$75.60	06/30/09
T44000	MANOR, BARNETT LEWIS	\$0.00		\$29.70	06/30/09
T44001	SOECKE, MATTHEW TARAS	\$0.00		\$103.95	06/30/09
T44003	MECHANICAL ANIMALS	\$0.00		\$29.70	06/30/09
T44004	MARTIN, KARYN ELAINE	\$0.00		\$52.65	06/30/09
T80803	FONUA, TIVI			\$171.87	06/30/09
T80867	ARTEAGA, ERIK			\$184.22	06/30/09
T80884	SAVAGE, JOHN*COL2005			\$179.07	06/30/09
T80888	ALDERSON, CHRISTOPHER*COL2005			\$141.06	06/30/09
T81095	SIGURDSON, KIRK			\$306.36	06/30/09
T81205	BELOV, VALENTIN Y			\$0.15	06/30/09
T81212	DELTA TECHNOLOGY CORPORATION			\$15.00	06/30/09
T81213	BARRIER CONSTRUCTION			\$81.17	06/30/09
T81220	UNKNOWN			\$25.00	06/30/09
T81221	VERTIEX HOMES			\$25.76	06/30/09
T81226	LE, TRUNG VAN			\$15.00	06/30/09
T81233	DEGRAZIA, CHRIS			\$15.30	06/30/09
T81236	CRUZ, RAUL	\$0.00		\$25.50	06/30/09
T81237	UNKNOWN	\$0.00		\$27.27	06/30/09
T81240	UNKNOWN	\$0.00		\$310.00	06/30/09
T81241	OVERA-SANTOS, ERASMO	\$0.00		\$18.18	06/30/09
T81242	UNKNOWN	\$0.00		\$8.00	06/30/09
T81243	LOHMAN FIGUEROA, FRENANDO	\$0.00		\$27.27	06/30/09
T81244	DICTADO, FRANCISCO	\$0.00		\$18.00	06/30/09
T81245	JEZERINIAC, SHOWN E	\$0.00		\$27.27	06/30/09
T81246	GRUNFELD, IAN	\$0.00		\$27.27	06/30/09
T81247	IFOPO, ILE	\$0.00		\$27.27	06/30/09
T81248	WALKER, RYAN E	\$0.00		\$39.39	06/30/09
T81249	JEFFERSON, TERRY L	\$0.00		\$18.00	06/30/09
T81250	MICHOLS, LISA B	\$0.00		\$27.00	06/30/09
T81251	IRONS, CONNIE ALICE	\$0.00		\$18.00	06/30/09
T81252	UNKNOWN	\$0.00		\$27.00	06/30/09
T81254	PODNAR, BRET	\$0.00		\$27.00	06/30/09

Records Read-> 775 of 775

Available reports include: AR Summary, AR Statement, AR Invoice, AR Invoice/Statement, AR Payment Posted, AR Finance Charges Assessed, Debit/Credit Memo Listing.

The report descriptions are as follows:

- **AR Summary** – Lists each account’s current outstanding balance, broken down between “Current”, “1 to 30”, “31 to 60”, “61 to 90”, “> 90” and “Total”. The aging window can be defined based on the customer’s billing terms.
- **AR Statement** – Displays an account’s previous balance, followed by in chronological order, a list of all account activity, including adjustments, payments and invoices, showing balance due as of the printing of the statement
- **AR Invoice** – Displays the detailed information on individual transactions that make up an invoice.
- **AR Invoice/Statement** – Prints the Invoices and Statements collated by account.
- **AR Payments Posted** – Displays payments that have been posted to accounts.
- **AR Finance Charges Assessed** - Displays finance charges that have been assessed.
- **Debit/Credit Memo Listing** – Displays a list of all debit or credit memos created for a specific period of time.

The report opens up in a Crystal Report® Viewer. From here you can print it, export it to another file type or simply view it on the screen. For easy viewing, you can scroll through the pages or click on an account on the left-hand panel and the viewer will go right to the page for the account.



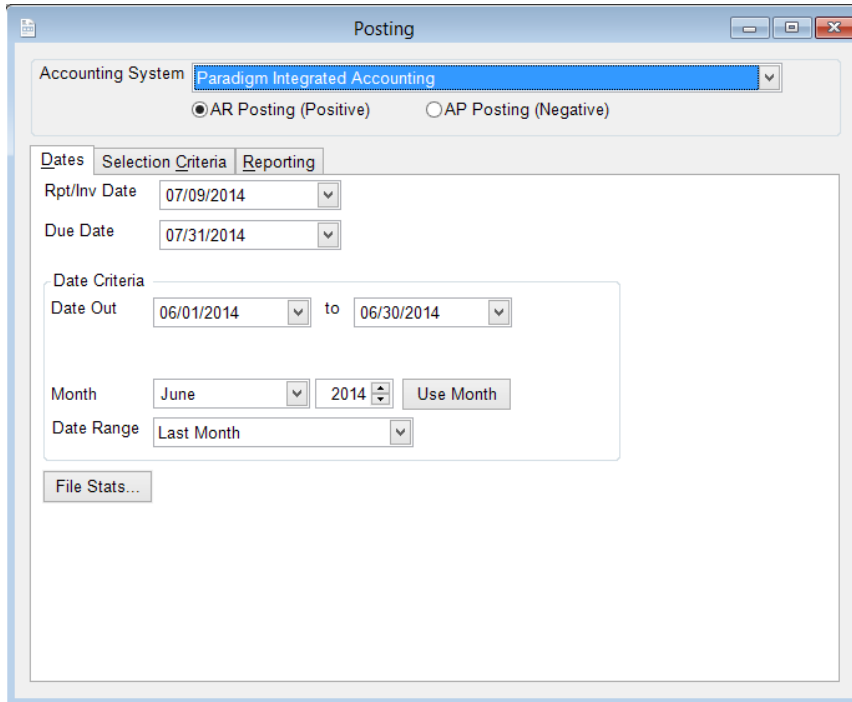
The layout and information presented on the invoices and statements are customer specific. Paradigm staff will work with the client to design a layout which is satisfactory to you and if necessary, where the standard aging reports do not offer the information required for the District to manage their business, Paradigm will work with the district to design a report that will offer value.

Accounts Receivable and Aging Features

1. Complete data management from start of transaction to receipt of payment.
2. Finance Charges.
3. Adjustments.
4. Payments.
5. Reporting.
6. Invoice Creation.
7. Statement Creation.

6.1.11 Posting (Billing/Invoicing)

Once the data has been approved for billing, the Posting feature within CW6 will allow the client to create and process their billings. The Posting window is a powerful and highly flexible part of CW6.



The screenshot shows the 'Posting' window in CW6. At the top, the 'Accounting System' is set to 'Paradigm Integrated Accounting'. Below this, there are two radio buttons: 'AR Posting (Positive)' (selected) and 'AP Posting (Negative)'. The window has three tabs: 'Dates', 'Selection Criteria', and 'Reporting'. Under the 'Dates' tab, there are two dropdown menus for 'Rpt/Inv Date' (07/09/2014) and 'Due Date' (07/31/2014). Below these is a 'Date Criteria' section with a 'Date Out' range from 06/01/2014 to 06/30/2014. There are also dropdowns for 'Month' (June) and 'Year' (2014), a 'Use Month' button, and a 'Date Range' dropdown set to 'Last Month'. A 'File Stats...' button is located at the bottom left of the window.

The user begins by choosing the date and account range for the invoicing run. Then they choose which of the several types of reports to include in the invoice and what information to include on the reports. The user decides what subtotals to include on the reports as well as remittance information for the invoice. As much or as little of this information can be defaulted so that user entry error is minimized.

The user can choose which payment types to include for invoicing. It can be one payment type (such as a charge payment type) or several if the site requires.

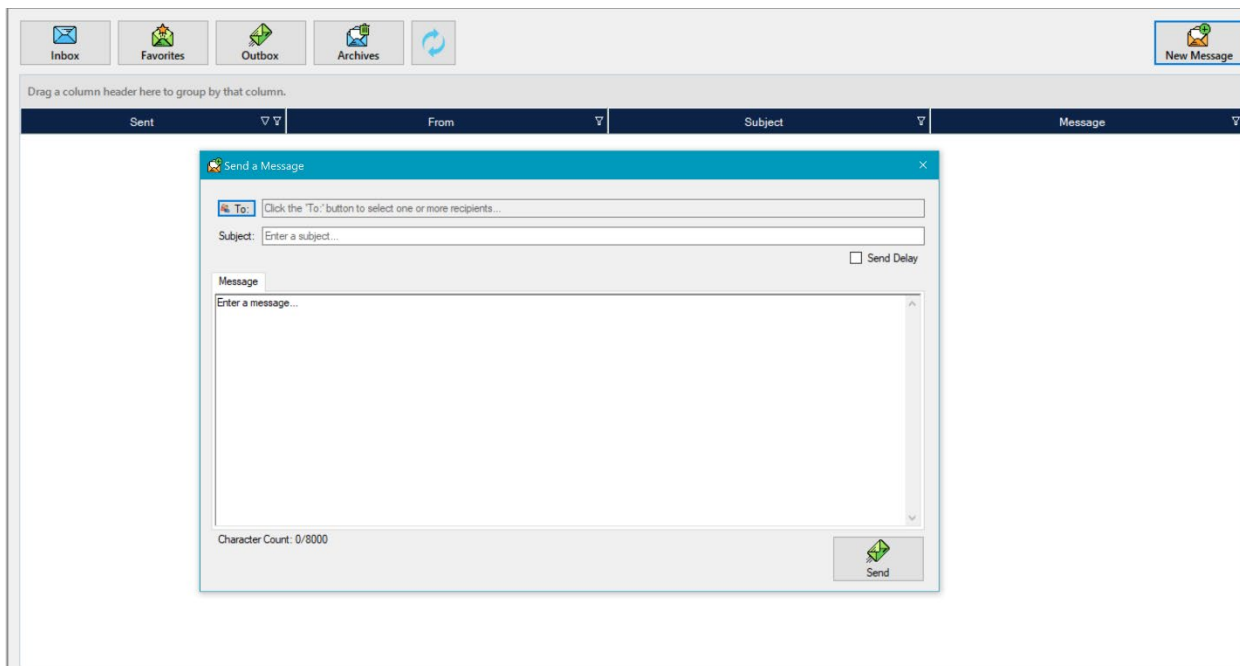
The Posting window allows the user to bill the clients and thus remove the need for cash from the operation at the scale house.

Posting Features:

- Third-party billing export capability.
- Special charges.
- Flexible, user definable rate tables.
- User definable billing ranges of account and billing periods.
- User definable invoices.
- On-line hyperlink help.
- Multi-user, site and company capability.
- Many levels of security per program and security within each program.

6.1.12 Messenger Application

The Messenger Application allows users to message one another in near real time. The User can contact another single user, or an entire group of users inside of the program. Please see the screenshot below:

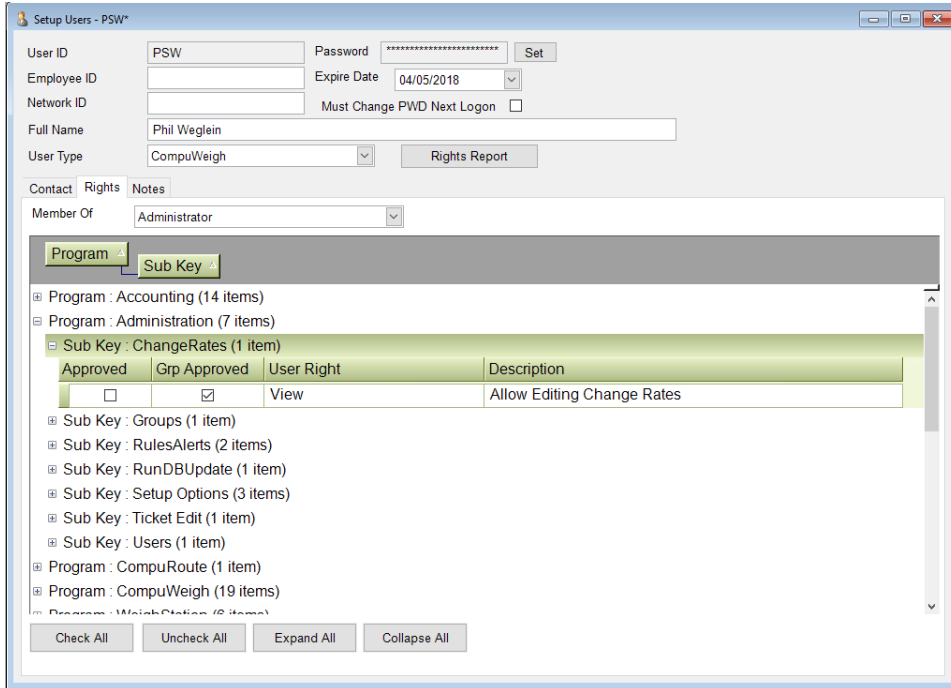


By clicking the “To” button you can select the User or the Group to send the message to in near real time. Each User will then see a pop-up in the upper right corner of their screen. This reminder will pop-up until the user reads the message. The solution also shows whether a user has seen the message.

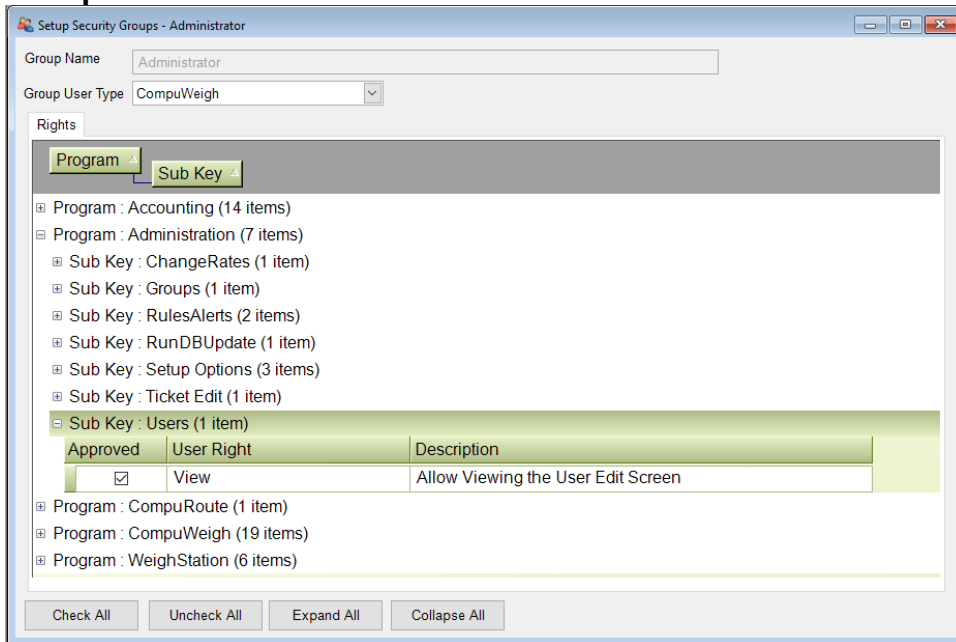
6.1.13 Solution Security

All security options within CW6 can be enabled on a per user basis or on a group/role level as needed. The security options list can be expanded to meet additional client's needs. Our solution supports the "least privilege" principle.

User Level



Group Level



There are currently several User/Group rights used to restrict editing of other user's data. This list can grow based on client requests.

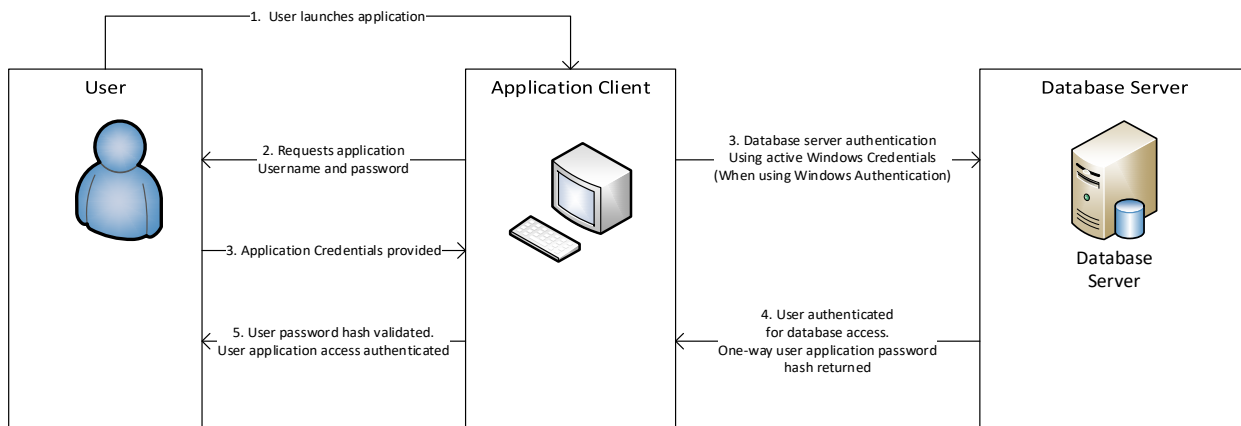
CompuWeigh	Reporting	Batch Delete Other	Batch - Allow deleting batches Created by Others
CompuWeigh	Reporting	Batch Delete Own	Batch - Allow deleting batches Created by You
CompuWeigh	Reporting	Batch Update Other	Batch - Allow editing batches Created by Others
CompuWeigh	Reporting	Batch Update Own	Batch - Allow editing batches Created by You
CompuWeigh	Reporting	Batch View Other	Batch - Allow viewing batches Created by You
CompuWeigh	Reporting	Delete Other	Allow deleting Reports Created by Others
CompuWeigh	Reporting	Delete Own	Allow deleting Reports Created by You
CompuWeigh	Reporting	Update Other	Allow editing Reports Created by Others
CompuWeigh	Reporting	Update Own	Allow editing Reports Created by You
CompuWeigh	Reporting	View Other	Allow Viewing Reports Created by Others
Administration	Data	View PI Data	Allow Viewing PI (Personal Identification) Data
Administration	Data	Edit PI Data	Allow Editing PI (Personal Identification) Data
WeighStation™	Hold	Delete Other	Allow Deleting records from Hold File entered by others
WeighStation™	Hold	Delete Own	Allow Deleting records from Hold File entered by you
WeighStation™	Void	Void Other	Allow Voiding Transactions entered by others
WeighStation™	Void	Void Own	Allow Operator to Void own Transactions

Many of these rights restrict other user from change other users reporting batches or report layouts.

User Authentication

The following is a sample of CW6 User Authentication.

CompuWeigh User Authentication

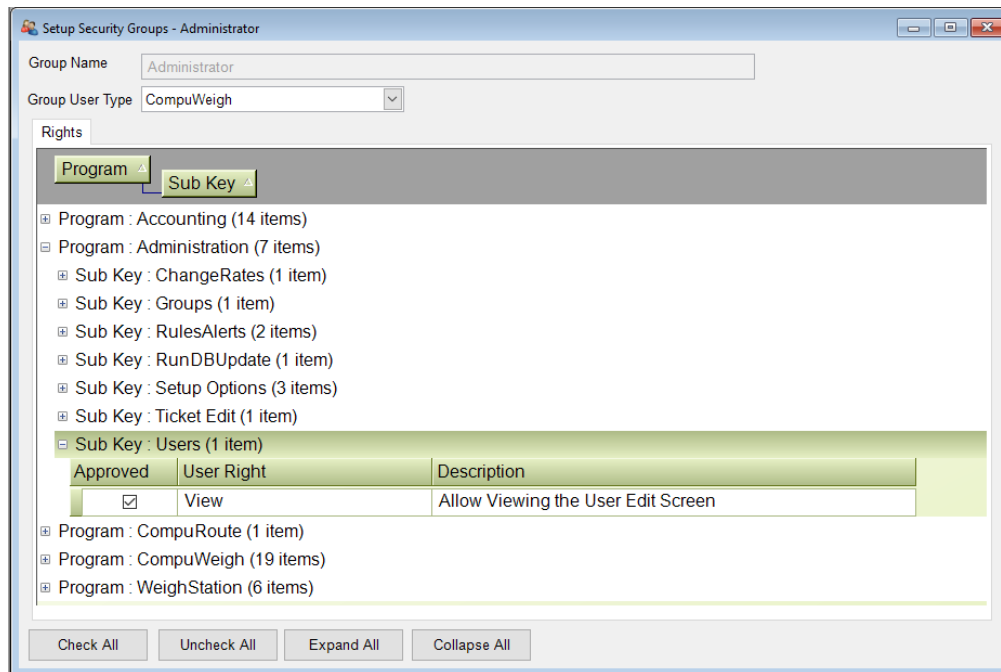


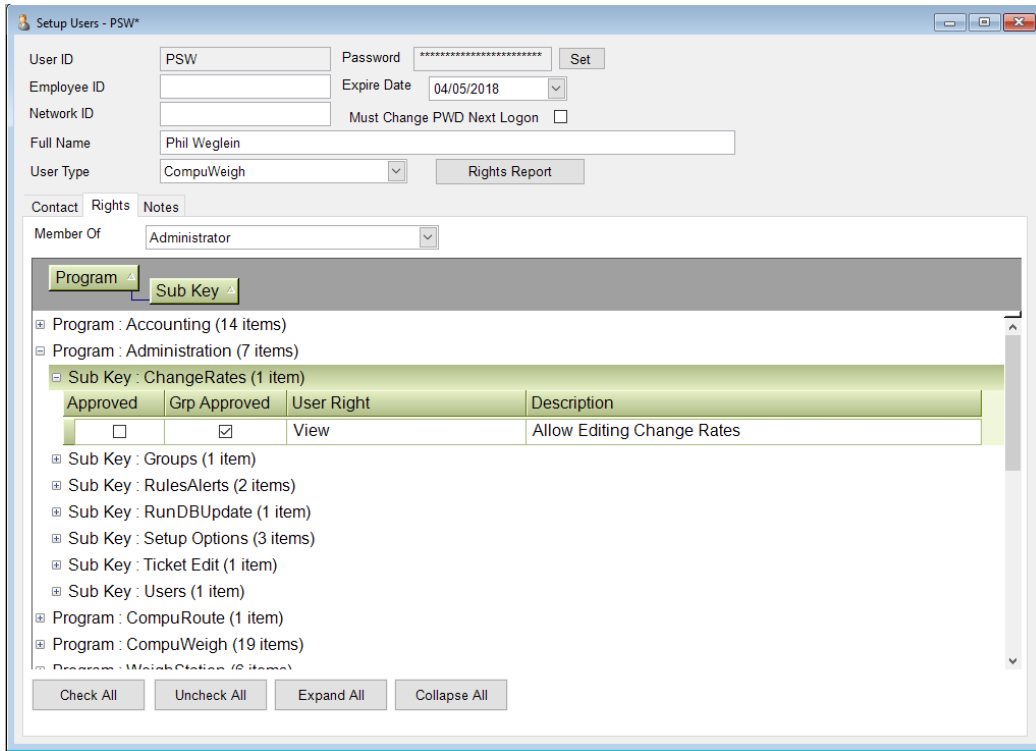
User and Group Rights

CW6 offers group (or Role) based security rights as well as user-based rights. There are over 150 rights currently defined in the solution. This list can grow as clients request additional rights within the solution.

Some examples of rights are:

Accounting	AccountActivity	View
Accounting	Batch	Delete
Accounting	Batch	ShowAllParams
Accounting	Batch	View
Accounting	Batch	Void
Accounting	ClosePeriod	View
Accounting	CreditMemos	Add
Accounting	CreditMemos	Delete
Accounting	CreditMemos	Post
Accounting	CreditMemos	Update
Accounting	CreditMemos	View
Accounting	CreditMemos	Void





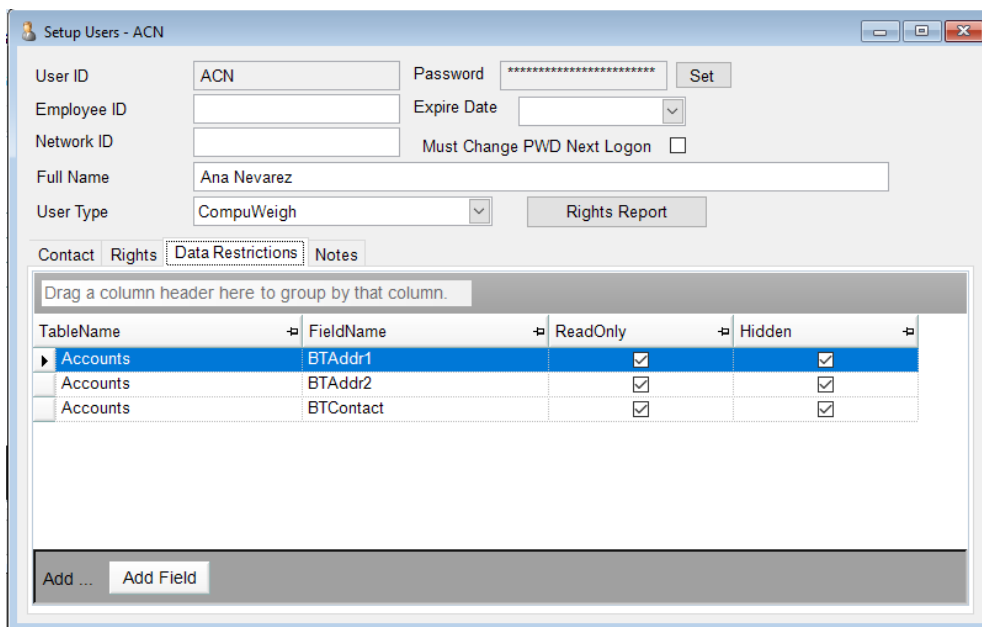
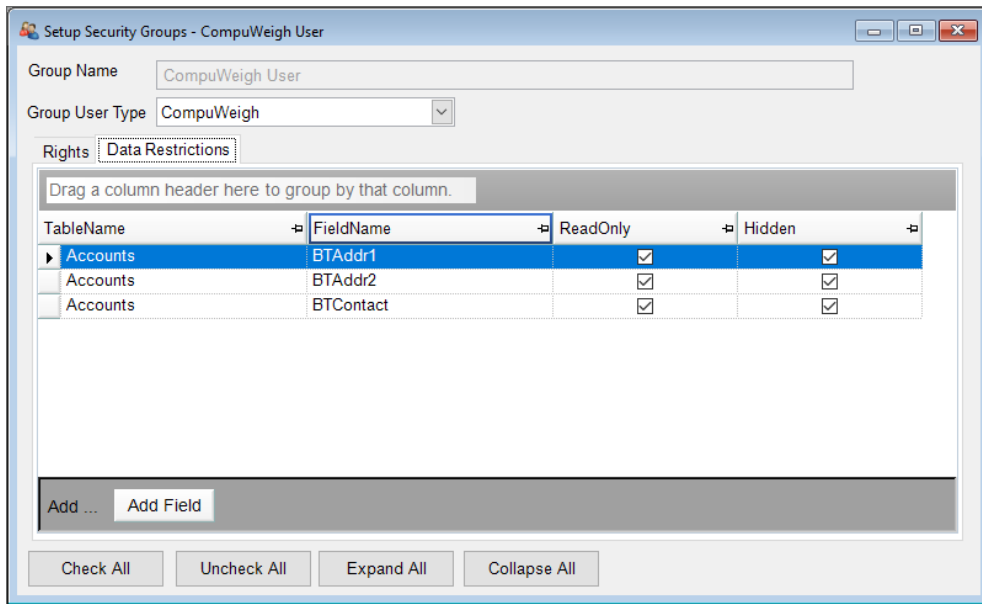
Restrictions Based on Group and User Rights

There are currently several User/Group rights used to restrict editing of other user's data. This list can grow based on client requests. Many of these rights restrict users from changing other users reporting batches or report layouts.

CompuWeigh	Reporting	Batch Delete Other	Batch - Allow deleting batches Created by Others
CompuWeigh	Reporting	Batch Delete Own	Batch - Allow deleting batches Created by You
CompuWeigh	Reporting	Batch Update Other	Batch - Allow editing batches Created by Others
CompuWeigh	Reporting	Batch Update Own	Batch - Allow editing batches Created by You
CompuWeigh	Reporting	Batch View Other	Batch - Allow viewing batches Created by You
CompuWeigh	Reporting	Delete Other	Allow deleting Reports Created by Others
CompuWeigh	Reporting	Delete Own	Allow deleting Reports Created by You
CompuWeigh	Reporting	Update Other	Allow editing Reports Created by Others
CompuWeigh	Reporting	Update Own	Allow editing Reports Created by You
CompuWeigh	Reporting	View Other	Allow Viewing Reports Created by Others
Administration	Data	View PI Data	Allow Viewing PI (Personal Identification) Data
Administration	Data	Edit PI Data	Allow Editing PI (Personal Identification) Data
WeighStation™	Hold	Delete Other	Allow Deleting records from Hold File entered by others
WeighStation™	Hold	Delete Own	Allow Deleting records from Hold File entered by you
WeighStation™	Void	Void Other	Allow Voiding Transactions entered by others
WeighStation™	Void	Void Own	Allow Operator to Void own Transactions

Field Level Restrictions based on Group and User

At the Group and User level individual fields can be restricted to read only or hidden completely.



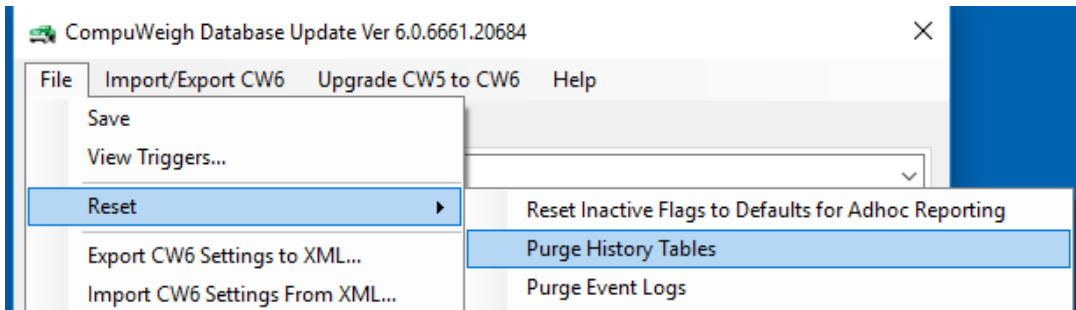
6.1.14 Database Software

Paradigm is proposing to utilize the client provided SQL Server database for this application (or SQL Express). The proposed solution will interface to the client's Windows® based file server and LAN/WAN so that the scale house will be able to communicate directly with the administrative office computer to exchange information as required using the Message Queuing Module. A single database will be maintained on the network server to allow all computers on the network to access and update files throughout the day as long as the connection is available. The WeighStation™ computer will be able to process client transactions, calculate fees, generate tickets and store the information for use by the CW6 workstations in the administrative office.

Data Retention and Purging

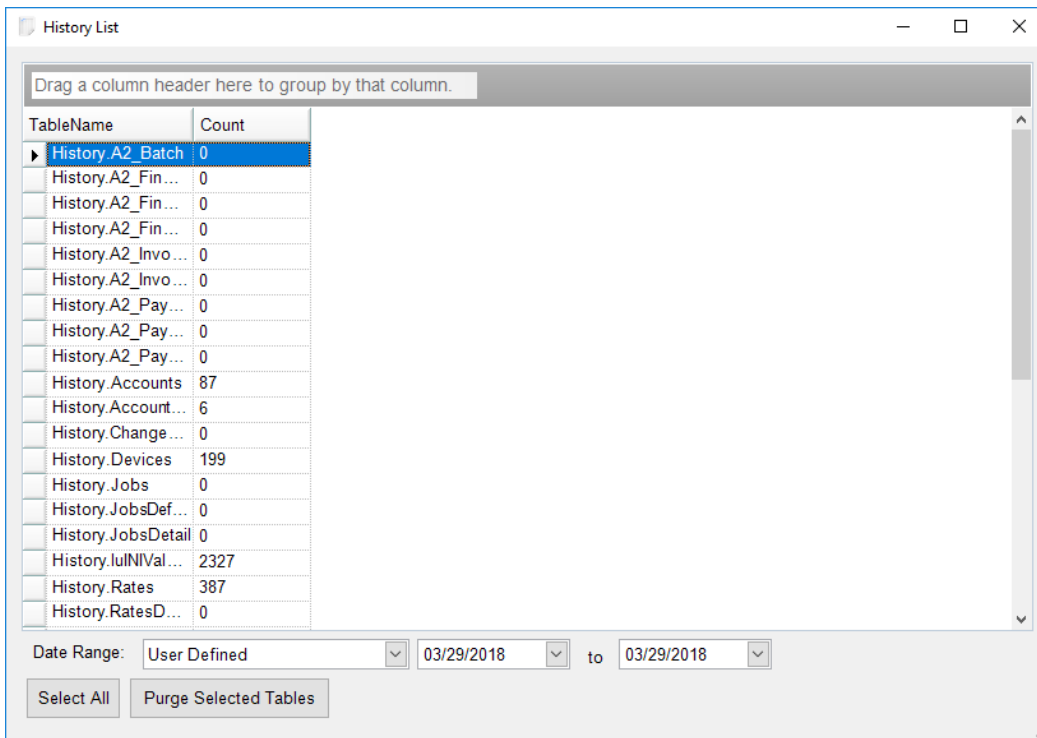
SQL Server Database can retain as much data as the client needs to retain based on infrastructure. Paradigm has clients storing in excess of one million transactions in a single database without degradation to performance of the software.

Based on user rights the Database Update application has a function to allow purging History and Log data.



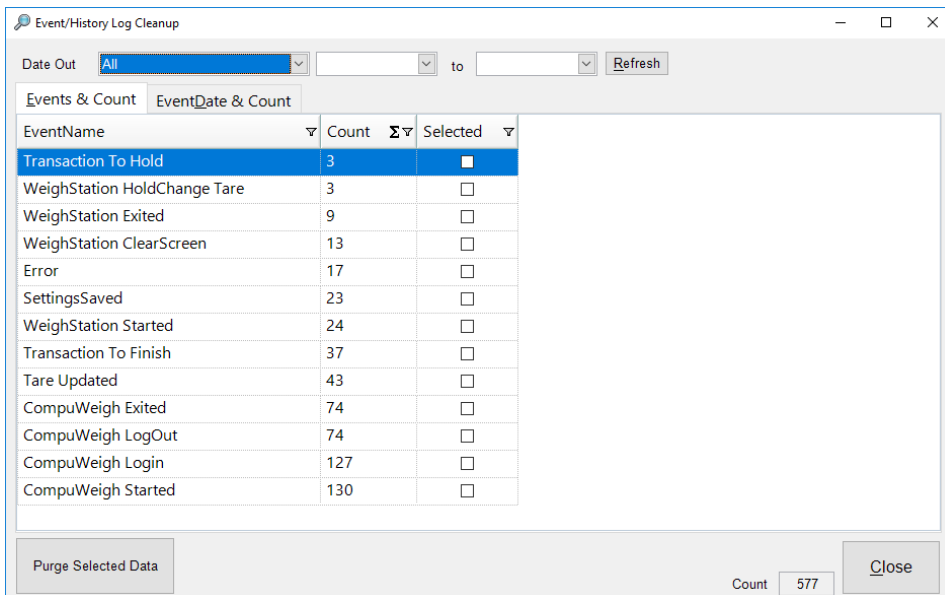
Sample History Purge Form

Individual tables can be selected and can restrict the data to a date range.

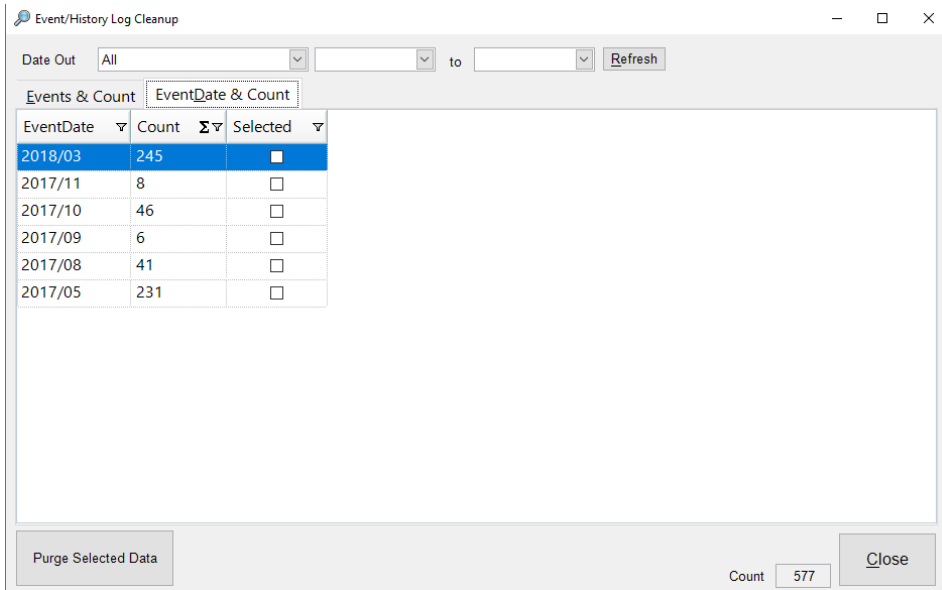


Sample Log Purge Form

When purging log records the user can select which messages to purge and can select a date range



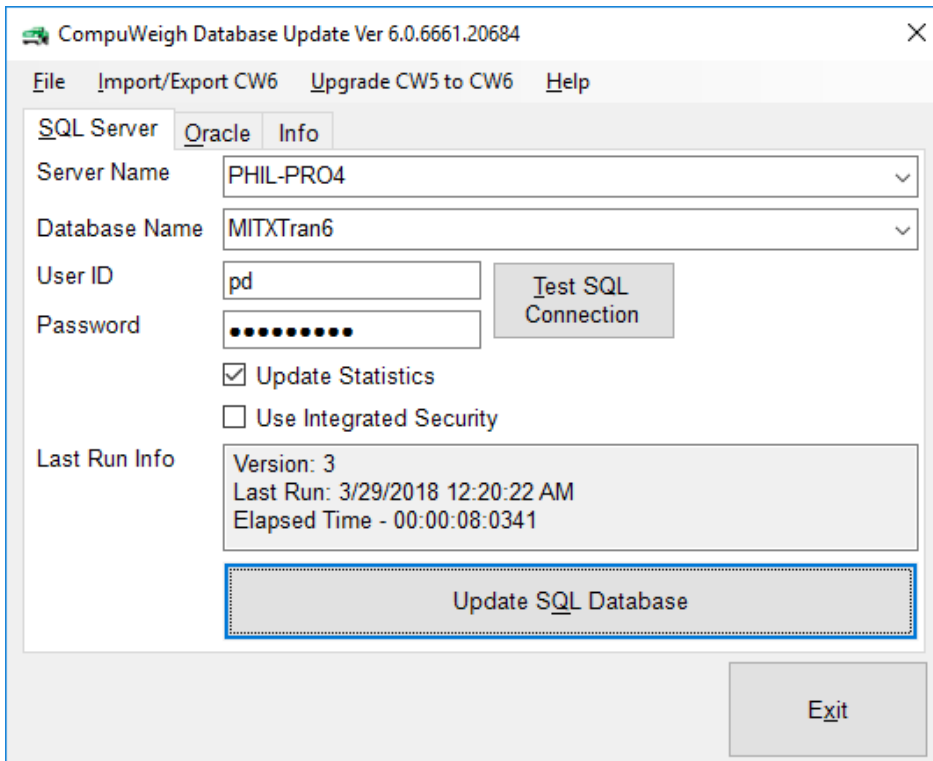
The user can also select by individual date.



DBUpdate and PDTask Maintenance

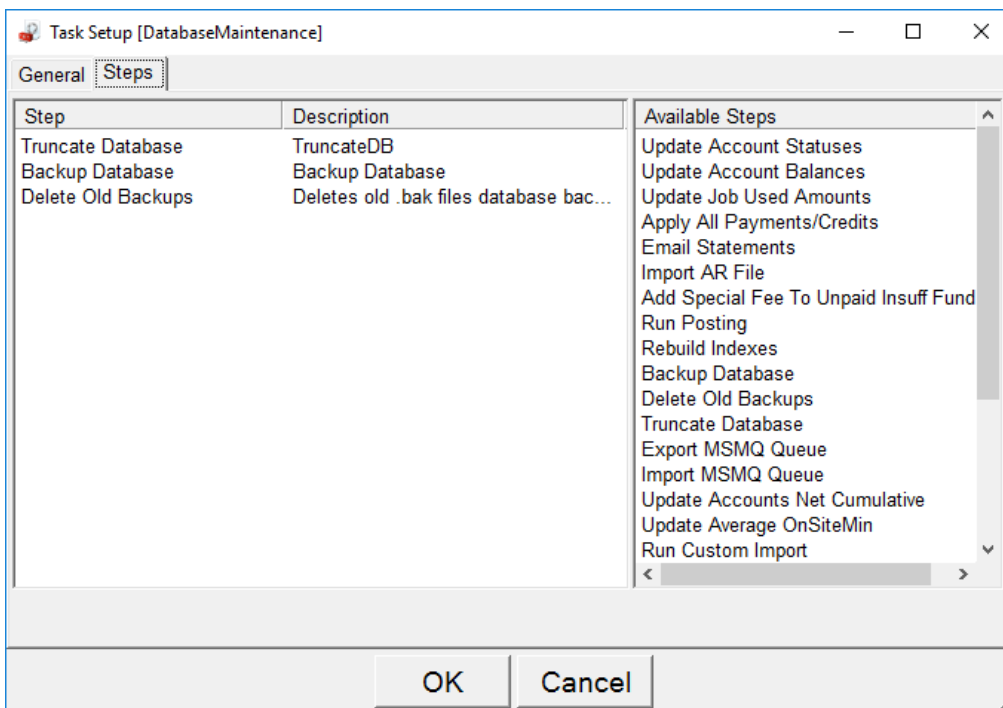
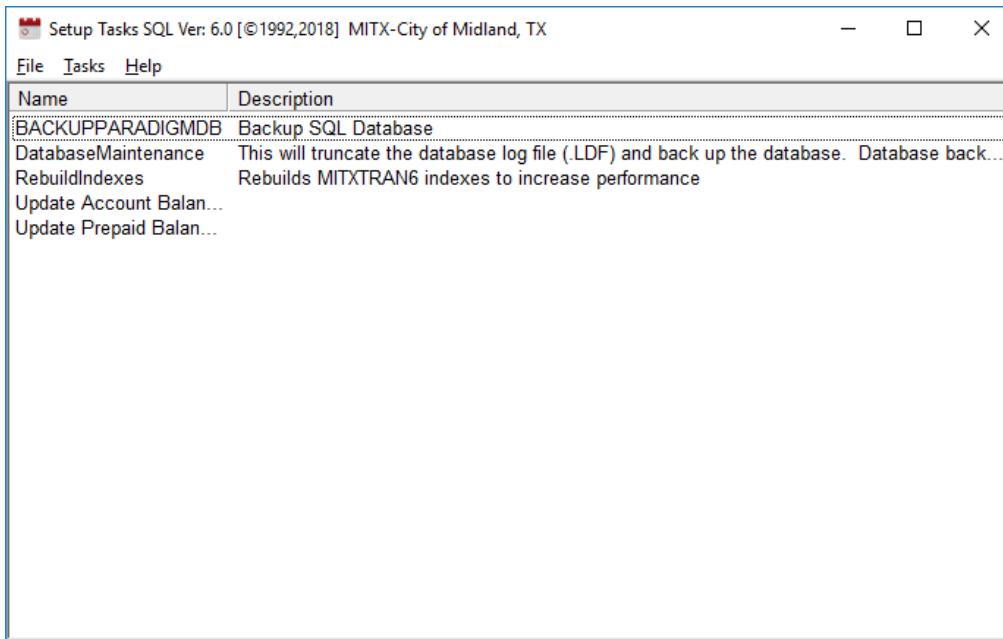
DBUpdate

Based on user rights the Database Update application is used to keep all versions of the SQL Server database up to date. It maintains an internal CW6 database schema version so that it only had to update the schema changes since the last time it was run.



PDTasks

The PDTasks application can be configured to perform many common database maintenance chores. For example, this can include but is not limited to backups and rebuilding indexes.



6.1.15 Insufficient Funds / Split Payment Module

Allows operators to enter up to five different payments methods per transaction and if the client does not have enough funds to complete the transaction the operator can capture billing information and print additional tickets for the client to sign.

Upon completing the transaction, the scale house operator would be prompted with a confirmation window and this would allow the entry of multiple forms of payment.

Enter Payment Information	
Amount Due	\$ 20.00
1 2 - Cash	\$ 10.00
2 9 - Insuff Funds	\$ 10.00
Tendered	\$ 20.00
Change	\$ 0.00

Fee Summary	
Tip	\$20.00
Spec	\$0.00
=====	
Total	\$20.00

This example shows that the customer paid \$20 in cash and is short \$10.00. By selecting the payment type of “Insufficient Funds”, the remaining balance will fill in the currency field and an Insufficient Funds form will pop-up.

This new form will request various pieces of information from the customer, including name (required), employer, address, phone number, driver’s license, and license plate. We can complete this field with the incorporation of Driver’s License Scanning Module.

Insufficient Funds

Tran Num [] Date Out [] Void

Site Code [] Company []

Truck [] Truck Tag []

Account [] Paid

General | Notes

First Name Jackie Last Name Barlow *

Name Jackie Barlow

Employer []

Address 113 Old Padonia Road *

City St Zip Cockeysville * MD * 21030 *

Phone 410 329 1300 * (410)329-1300

Email jackie.barlow@paradigmsoftware.com

Driver Lic B12345678901234567

Vehicle Lic ABC1234 *

Amount 10.00 OK Cancel * - Required Fields

Once the information is complete, an account number will be auto generated for the client. The program returns to the confirmation window and allows the operator to finish the transaction.

Once the transaction is complete, the record will be added to an Insufficient Funds table along with other customers who did not pay their bill in full.

At any point during the day, a customer can come in and make a payment on a previous insufficient funds transaction. At the scale house the operator would press **Ctrl+Y** to access "Pay Insufficient Funds" and highlight the customer that is paying their balance and press enter.

Enter the payment type and amount tendered on the balance and press Enter. Paying off the transaction will remove it from the Insufficient Funds list.

6.1.16 Emailing Tickets

Within the application, the client can email tickets directly to a customer through their email client. With this functionality, the client can directly send a copy of a ticket(s) to the requested party. This is handled either at the time of the transaction or through a batch process. The client can setup different batch criteria such as Daily, Monthly, etc.

6.1.17 Alerts / Rules Module

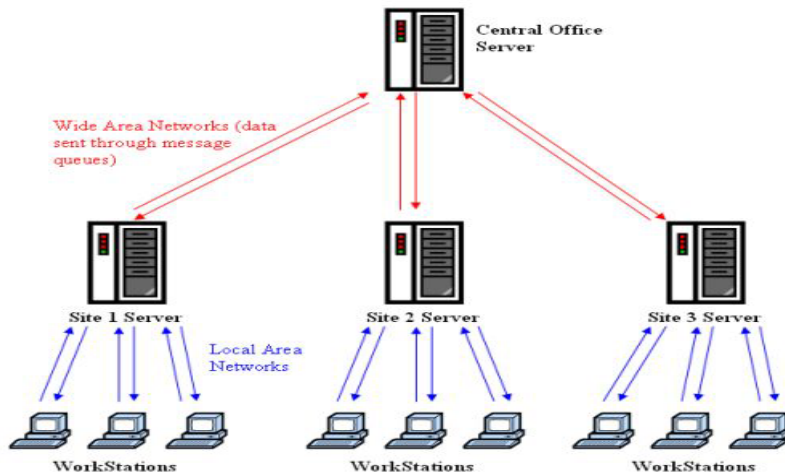
The alerts / rules module allows the end user to set up an unlimited number of alert messages and/or business rules that will assist in the operation of the facility. The alerts portion of the module can automatically send out email messages when business rules are met. An example would be a radiation event occurs or a certain permitted tonnage has been met at a site and the site supervisor needs to be informed. Administrators of CW6 can setup an unlimited number of validation rules or alerts. Rules/Alerts can be based on one or more of the following criteria:

Truck	TruckNum	BillAcct	BillAcctNum
HaulAcct	HaulAcctNum	CustomerType	TransactionType
PaymentType	VehicleType	OriginType	MaterialType
DestinationType	ExtraTableTypes(1-5)	SpecialFeeType	Net
NetTn	SiteCode	Void	DateOut
NetSum	NetTnSum	VolSum	

6.1.18 Paradigm Distributed Messaging

Paradigm Distributed Messaging (PDM) allows for near real-time processing back to the Central Server. If the connection is not available, the scale operators continue to process without interruption. Once the connection is reestablished the data between the two sites begins to flow again seamless to the scale operator. Please see the following workflow.

Paradigm Distributed Messaging



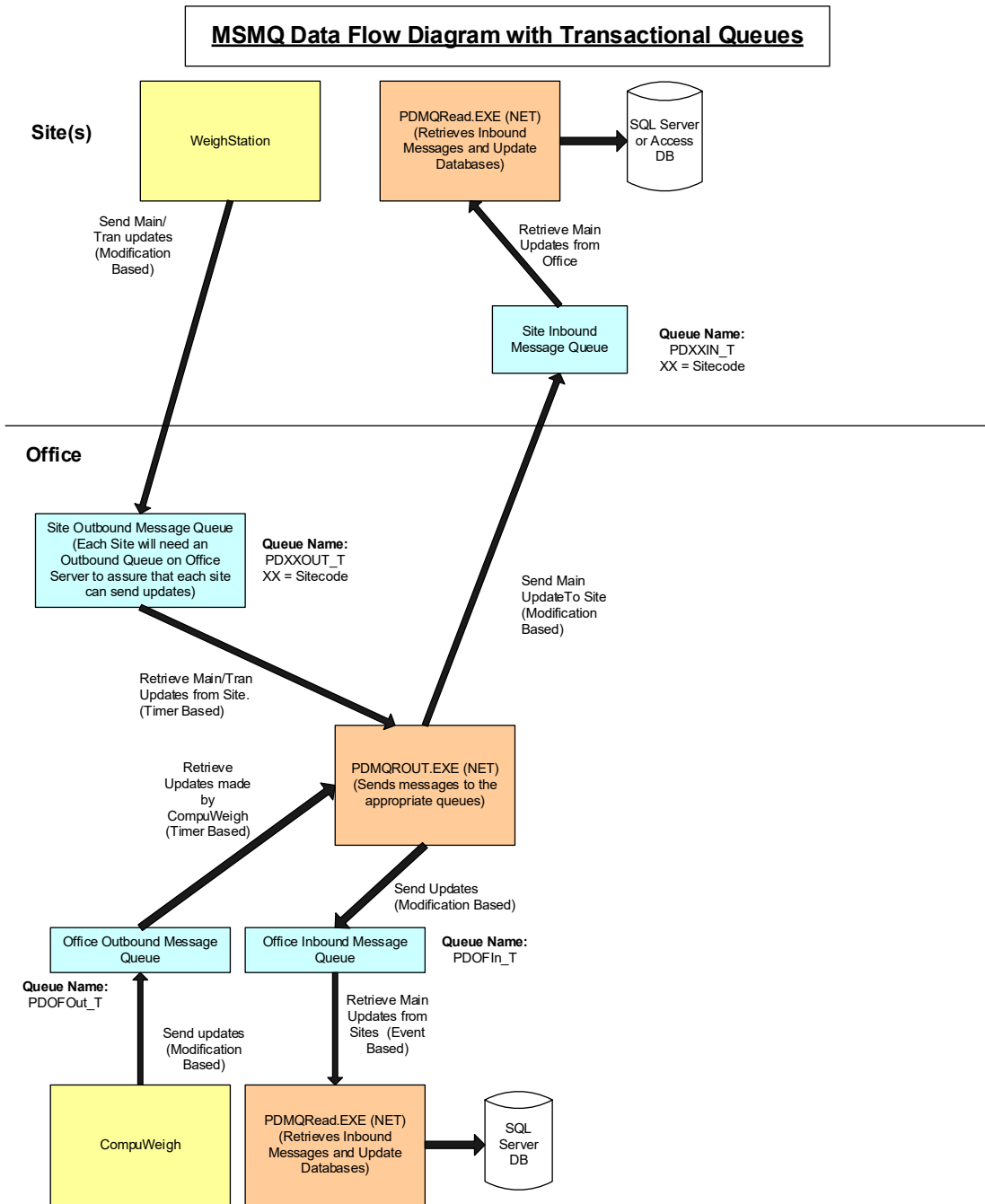
Each site does not require a site server. The site could be configured in a peer-to-peer network where one of the computers acts as a local server. This is one of personal preference and configuration. Each site would have an Inbound Queue (at the central office) and an Outbound Queue (at the site server). There are two .NET services that read and route the XML messages. Whenever a transaction or data change occurs at a site, a XML message is placed into the Outbound Queue. This triggers an event in the Router service running on the central server. The Router service extracts the message and routes it to the appropriate Inbound queues in the sites table. When a message arrives in an Inbound message queue an event is triggered in the Reader service, which extracts the message and loads the data into the database. The site servers are an option, but we would recommend them if more than two PC's will be processing transactions to have one central location for the Central Office Server to communicate with.

The module has been designed to automatically restart and through various utility services provides checks and balances to verify that all the data has made it to the server level.

Within CW6 running the "Check Transactions" command will identify if there are any transaction numbers missing from the client's main database and will provide a report to identify what days and transaction numbers need to be recovered. If the transactions are incomplete for any reason or are non-recoverable in a TRM format, the solution captures all the necessary files required for the Paradigm Support staff to rebuild the transactions.

The following is a flow chart explaining how messages flow between the office and the sites.

Example of Message Flow



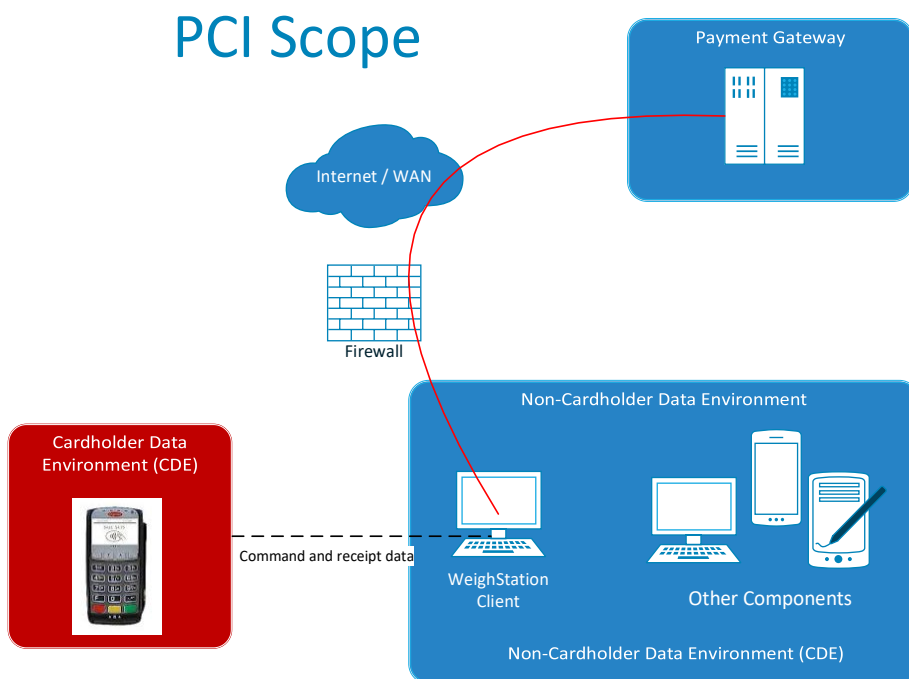
6.1.19 Barcode and Driver's License Scanning Module

The optional Driver's License Scanning Module provides the client with an easy way to capture a person's information. This can be handled through a barcode scanner, magnetic swipe card reader or optical character recognition (OCR) based on the client's desires and the format of the driver's license. This information is captured by the application and stored with the transaction as desired by the client.

6.1.20 WeighPay (Credit Card) Module

The WeighPay (Credit Card) Module allows sites to accept credit cards at any facility and store information pertaining to the credit card transaction right within the scale transaction. The module allows scale operator's to electronically process credit card transactions utilizing third-party PCI Complaint applications. Currently our integrations are with Elavon, Card Connect, Axia, Point & Pay, nmi and Moneris (using Tender Retail).

The following diagram depicts the Cardholder Data Environment.

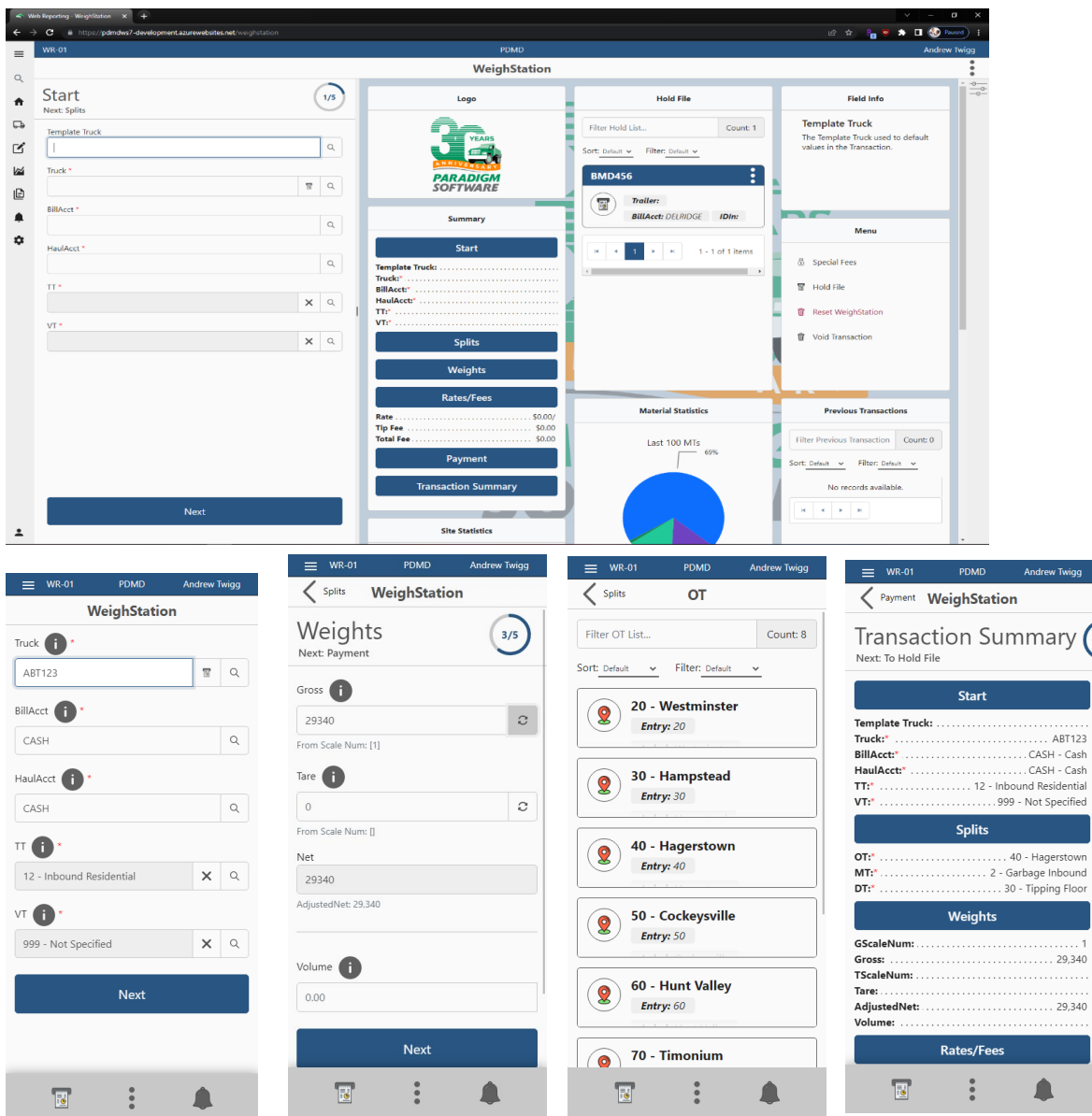


6.2 Additional Optional Modules/Features

The following Modules are available for an additional fee.

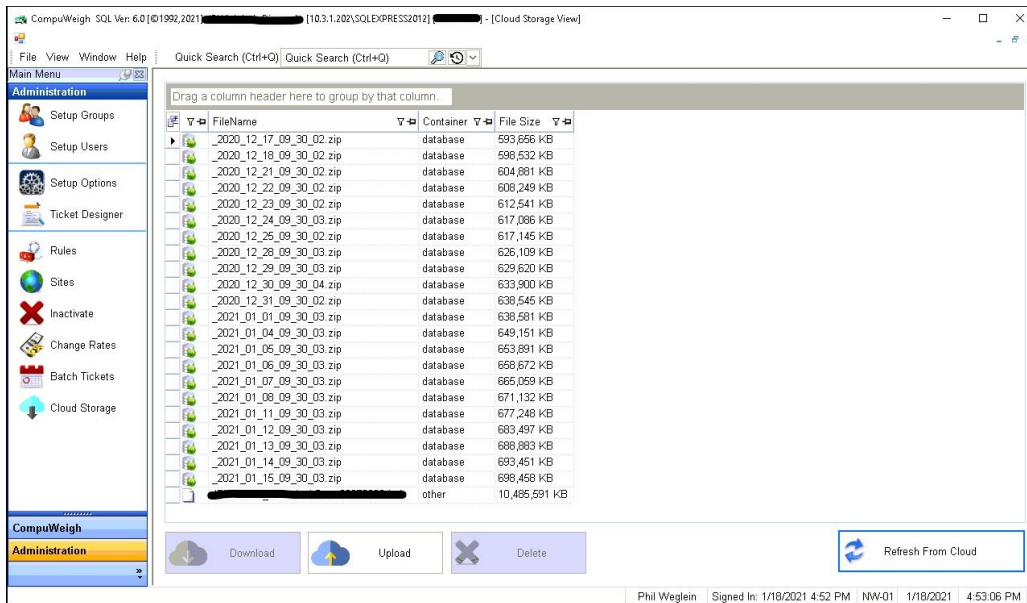
6.2.1 WeighStation™ Cloud Module™ (WCM)

Paradigm's *WeighStation™ Cloud Module™* is our newest module and was first announced at WasteCon 2022 in San Diego, CA. WCM is an optional cloud-based module that is meant to act a complementary piece to our user's existing solid waste operation (this is not a separate version of the solution). WCM can be utilized on either a Wi-Fi or cellular data enabled device for transaction processing virtually anywhere. We would be pleased to demonstrate this module for you.



6.2.2 Cloud Backup

The Cloud Backup Module provides the client with the ability to backup their data to the Cloud. This service can be configured and scheduled within CW6. The data is maintained in cool storage on a Microsoft Azure server. Pricing for this service is based on several factors, including but not limited to, file size, number of stored files, frequency of storage, etc. This low-cost backup solution will offer our clients an additional off-site backup solution in case of a local disaster. Included with the service, Paradigm ensures the backup plan is running as designed and removing old, outdated copies on a regular basis.



6.2.3 Offenses Module

This optional module allows the user to track offenses that are reportable for your customer's. These offenses can be captured at the time of the transaction and then can be identified when this customer enters the facility in the future.

6.2.4 WeighPass Module

The WeighPass Module within the application will allow the software to control entry to or exit from the facility by use of by-pass lanes. This application can allow access to certain vehicles during specified times of the day and also allow vehicles to exit through a lane to by-pass the scale (if all information had been captured to complete a transaction). We utilize RF or barcode technology to identify the vehicle and compare the captured information to rules within the application. These lanes are usually gated in order to prevent unauthorized entry or exit. This module can prevent skip-outs or unauthorized entry into your facility. We have clients who utilize this module to allow for afterhours access to a facility.

6.2.5 Video/Picture Module

This module allows for the WeighStation™ program to interface with a video recorder or IP Camera. Paradigm can integrate to a digital video recorder (DVR), Paradigm works with a vendor which stores the video digitally in a SQL database. Paradigm would then write from our SQL database directly to the video's SQL database which allows for any transaction information

associated with the transaction to be searchable through the video. The DVR is custom built based on the needs and requirements for each client. By integrating to IP Camera's, we can store images of the vehicle within the database with the transaction.

6.2.6 Radiation Module

This module allows the integration (if client's radiation detectors are able) of the radiation detector and the WeighStation™ application. If an event is triggered from the radiation detector, the WeighStation™ application can stop the transaction from being processed and the events can be logged in the database. Additional features can be added to email certain individuals upon the event (Alerts Module) and requiring supervisor approval to override the event.

6.2.7 Custom Free Units Module

This optional module allows the solution the ability to permit certain clients to bring in materials at no or a reduced charge up to a certain allowed amount/limit. Once that amount/limit has been reached, the client would then be charged the specified amount/limit for that material.

6.2.8 Inventory Module

The Inventory Module allows the client to track the quantity of commodities at various locations. Inventory locations can be setup for an entire site or for a specified site section such as the SSRM Stockpile. Inventory commodities can contain any number of materials. The inventory reports can display the summarized commodity quantities assigned to each location for both current and past days. They can also display a detailed breakdown of the commodities brought in since a specified day.

6.2.9 Folio Tracking Module

This optional module will be utilized to track client visits to the client's facilities. The attached are screen shots for your consideration. The main screen of the app will present the user with sign in fields to access the solution. The user will also be able to select which site they are processing transactions for if the device is used for multiple facilities. After the user has accessed the solution, they will see the main transaction processing screen. The screen will also allow the user to select the size of the load and the number of tires they are disposing of at the facility. Based on the client's specifications, the size of the load is matched to a point system. The user will have the ability, if desired, to take a picture of the load for documentation purposes on the contents of the transaction. The application has the ability, if desired, to capture the signature by the client signing the phone with their finger. Once the transaction is complete, if desired, the solution can print a receipt on a Bluetooth or USB connected thermal receipt printer.

6.2.10 Signature Capture Module

The Signature Capture Module within the application will allow the software to prompt the user to obtain a signature based on certain pre-determined rules configured in the application. This signature is stored with the transaction and is printed on the ticket (with capable printers). The

signature can be viewed or printed later right from within the application. We work with several signature capture pads and can capture the signature on an approved touch screen device.

6.2.11 Unattended Operation Module

The solution supports integration with several peripheral devices to automate your scale lane. A popular unattended terminal includes a thermal receipt printer; color LCD monitor (sunlight readable at 1550 nits), Keyboard/Keypad, Proximity Card Reader and intercom system. The driver will pull onto the scale and the LCD will state "Waiting for Scan" (or other wording based on your requirements). The driver will wave a proximity card in front of the proximity card reader and the solution can prompt for additional information from the driver (if required). The driver will make the entry on the keyboard based on a list on the LCD. Once all additional information has been entered, the solution will capture the vehicle weight. If the vehicle has a stored tare weight, the solution will complete the transaction and print the driver a ticket. If the transaction is not completed the driver will be required to return to an outbound scale and complete the transaction either from an unattended terminal or by a scale operator. The solution can also integrate with RFPD Readers, gates and loops, lights, photo eyes, external display, radiation detectors, and more. With our proven record throughout North America we believe we have the most integrated solution to meet your needs. The LCD and keyboard can be replaced with a touch screen computer. The RF Module within the application will allow the software to read RFPD tags from RF Readers. These include Transcore, HID and other RFPD readers and tags. By using RF technology, the client will improve processing time, reduce data entry errors and allow for the use of unattended and optional by-pass lane functionality. Paradigm has successfully installed these solutions at several facilities. Each of our unattended enclosures are custom built to meet your business requirements. The picture below shows a customized enclosure that incorporates a color LCD, stainless steel keyboard, proximity card reader, magnetic ticket dispenser, credit card swipe, and thermal receipt printer with a 6" paper roll, intercom and a transaction start button. This is not our standard enclosure, but it shows the flexibility of the application to meet our clients' business needs.



6.2.12 Traffic Light Module

Paradigm has experience in the control of traffic lights. We can configure our software to turn lights on/off based on where the client is during the transaction process. Paradigm can control traffic lights on the scale lane. The solution can turn a light green or red based to initiate or complete a transaction. We have implemented this process in a couple different ways based on our client's business requirements.

6.2.13 Traffic Gate Module

Paradigm has experience in the control of traffic gates. We have interfaced with gates and loop detectors to know when to open a gate based on certain criteria. For example, if a client has a gate before and after the scale, the software interfaces with a loop detector prior to the entrance gate to identify that someone is or is not on the loop. When a vehicle is detected on the loop the solution will check to see if there is a transaction in process or if the weight on the scale is below a certain threshold. If there is a transaction in process or the scale has a weight above a threshold the solution will not open the gate until the scale weight has reached zero. Once the weight hits zero, the gate will open to allow the driver to pull onto the scale. The driver will complete their transaction (either in attended or unattended mode) and the solution will then open the exit gate. Loop detectors after each gate will close the gate once it is safe to do so.

Paradigm has also controlled access gates to a site. Based on the driver's access times, the solution will allow a driver to enter the facility after hours. This will allow the client the ability to operate during non-business hours perhaps in an unattended mode utilizing our unattended enclosure.

6.2.14 RF Module

The RF Module allows the solution to integrate to Radio Frequency hardware that will identify the vehicle as it pulls onto the scale. This identification will retrieve the correct vehicle to start or complete a transaction depending on the direction. This will assist the client in ensuring the transaction is processed for the correct vehicle/bill account and removes human error. By using RF technology, the client will improve processing time, reduce data entry. Paradigm has successfully installed these solutions at several facilities.

6.2.15 Scale Monitoring Module

The Scale Monitor Module is designed as an additional audit tool that can be utilized to ensure that all traffic that is going over the scale is being weighed and a ticket is being generated. If a vehicle goes over the scale and exceeds the Weight Threshold, the Scale Monitor Module tracks that vehicle and makes sure a transaction is generated. If a transaction is not created, a message is written to the log and a record is created in a Scale Log table with the associated rule that was violated.

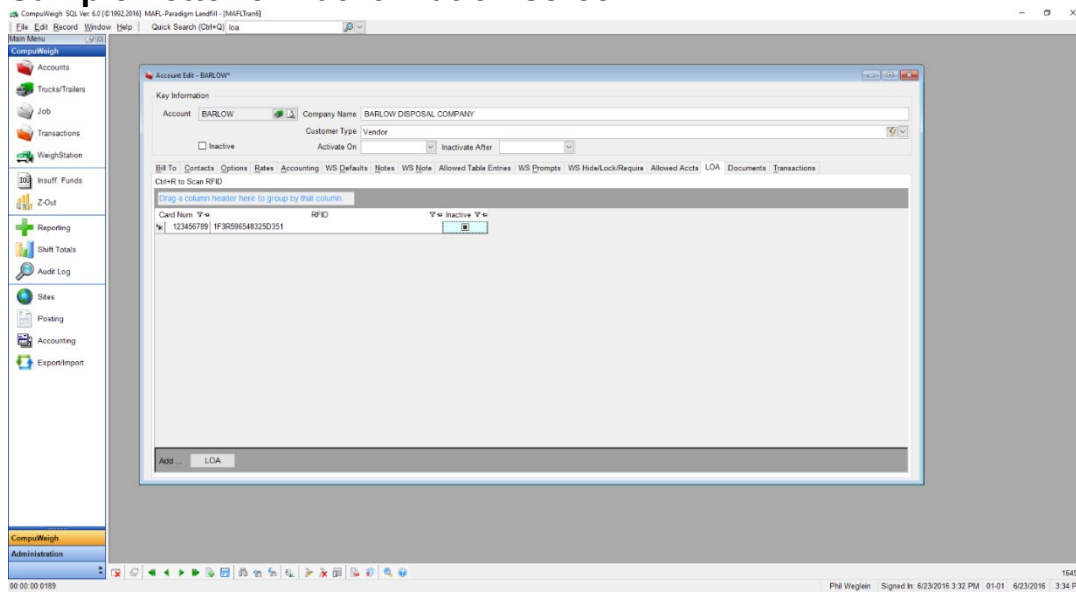
Paradigm will show a diagram of the scale monitoring process that occurs within WeighStation™ in a demonstration.

In CW6, users with Reporting rights will be able to review any activity that went over the scale without creating an actual WeighStation™ transaction.

6.2.16 Jobs, Letter and Disposal Authorization Module

This optional module allows the client to setup specific jobs to track materials for agreed upon circumstances with accounts, provide a vehicle with a proximity card that permits them to dispose of material for a specific account or allows the client to issue a specified number of slips to an account for the disposal of material. For example, a Job could be an agreement with an account could be to bring in a specified amount of waste, number of trips, etc. and the solution will log this information with the transaction and control when to prevent additional transactions associated with this job.

Sample Letter of Authorization screen



LOA Restrictions screen. Authorizations are by the card only and no other restrictions can be placed. If the customer has the proximity card, they can bill to the approving account for any material.

For the Disposal Authorization, once the number of slips issued has been reached, the account is no longer allowed to dispose under this arrangement.

- Authorization can be limited to
 - A total trip limit (number of times the authorized account can dump)
 - A daily trip limit (number of times the account can dump in a given day)
 - A total permitted net weight
 - One or many haulers
 - Any number of
 - Transaction Types
 - Materials

- Destinations
- Origins
- Vehicle Types
- Extra table fields (Customer Defined Fields)
- A date range that the permit is allowed

The number of unique authorization slips to generate can be defined. More authorization slips can be generated by an administrator if additional slips are required in the future. A list of unique authorization slips and their status can be reviewed.

The following shows an example of a DAS with a barcode.



District of Columbia
Department of Public Works
Dump Authorization Slip



Slip #: 00002-03223

Authorization Number: 001-727-629

Slip No.: 00002-03223

Bill Acct/Name: Acct. 997 - Office of Contracting and
Procurement

Start Date: November 1, 2014

End Date: November 30, 2014

Hauler Acct/Name 1: Collins Brothers

Load Restrictions: 1

Hauler Acct/Name 2:

Maximum Daily Loads: 0

Hauler Acct/Name 3:

Maximum Weight Allowed: 0

Material Code/Desc 1: Bulk

Allowed Sites: Fort Totten Solid Waste T.S.

Material Code/Desc 2:

4900 Bates Road NE

Material Code/Desc 3:

Washington, DC 20011

Comments:

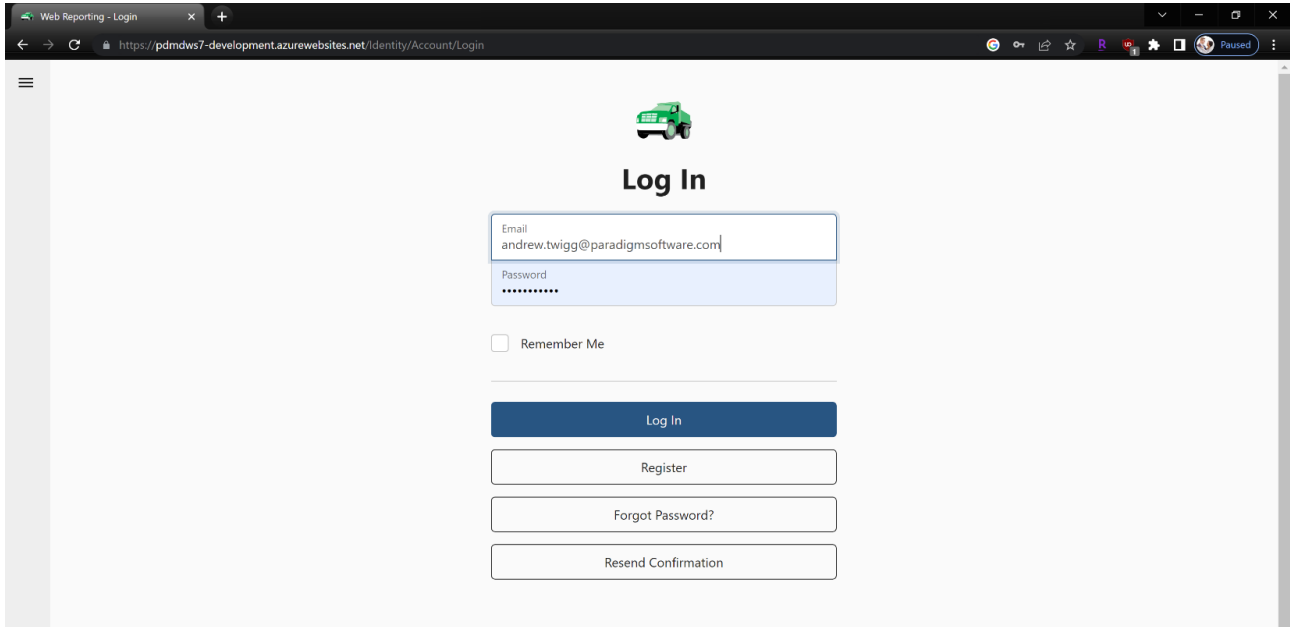
Slip #: 00002-03223



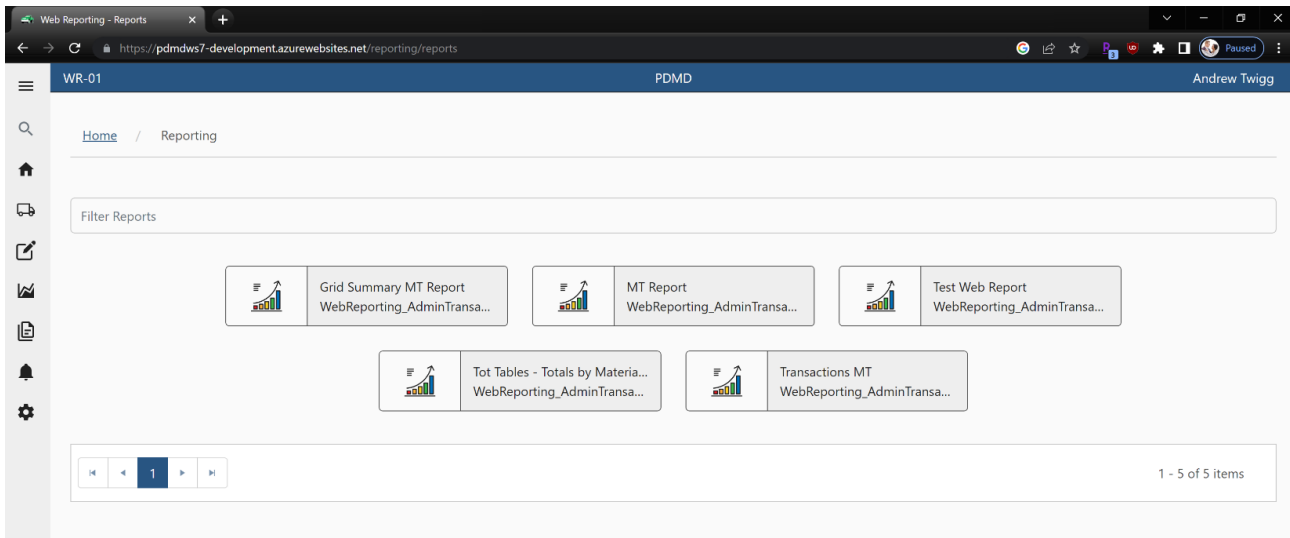
6.2.17 Web Reporting and Payment Module

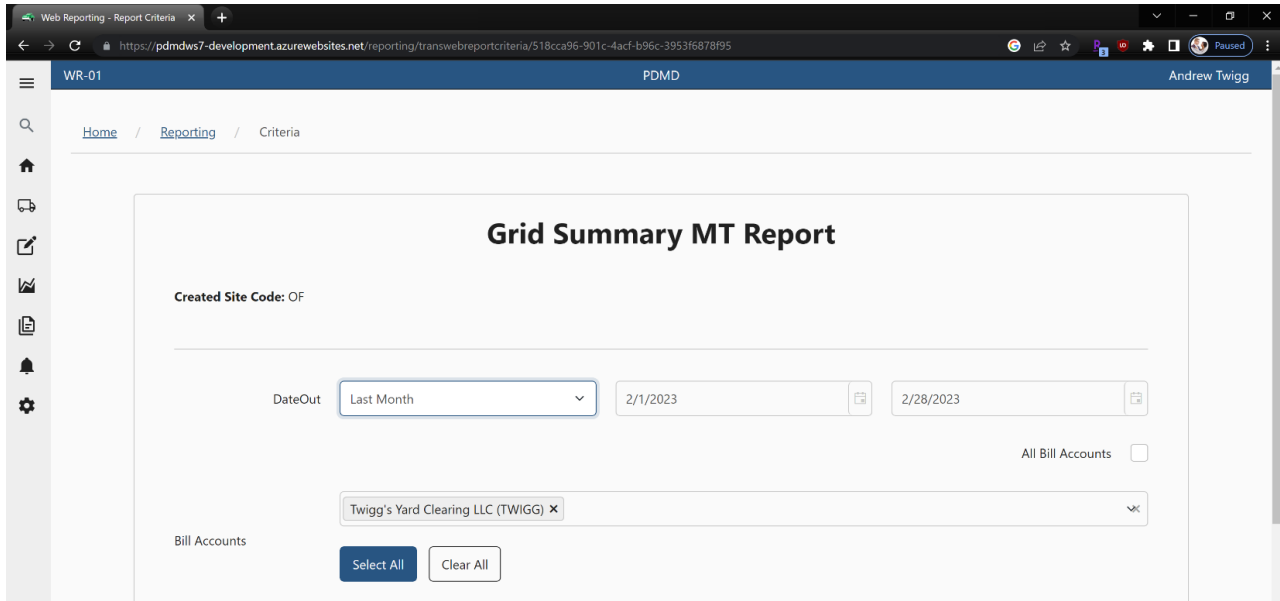
This optional module allows for authorized customers of the facility to view and read only transactional data via a Web Browser for their specific account. In addition, a new feature has just been added to allow the acceptance of Credit Card payments via this site.

The following screen shows a typical client login window.



Once a user has successfully logged into the solution, they are presented with the available accounts in addition to the date range of the view they would like to see.





Once the user clicks on submit the following view is returned.

MT	DetailTotalFee	BillAcct	HaulAcct	DateOut	MTLabel	Count	NetSTN
30	\$7.00	CASH	CASH	01/02/2015	Yard Waste	148	4.64
30	\$7.10	CASH	CASH	01/02/2015	Yard Waste	13	1.25
30	\$7.81	CASH	CASH	01/03/2015	Yard Waste	6	0.65
30	\$8.52	CASH	CASH	01/02/2015	Yard Waste	9	1.07
30	\$9.23	CASH	CASH	01/02/2015	Yard Waste	2	0.26
30	\$9.94	CASH	CASH	01/02/2015	Yard Waste	16	2.19
3	\$10.00	CASH	CASH	01/02/2015	Garbage Municipal	812	39.20
30	\$10.65	CASH	CASH	01/02/2015	Yard Waste	9	1.32
3	\$10.90	CASH	CASH	01/02/2015	Garbage Municipal	59	5.74
30	\$11.36	CASH	CASH	01/02/2015	Yard Waste	4	0.63
Sum: \$139,551.75						Sum: 3202	Sum: 3,058.48 Average: 7.51

The user utilizing our Filter Builder can narrow down the results into a sub-set of the received data

7.0 Scope of Services, Workplan, and Schedule

Paradigm understands that joint development of implementation, maintenance, training, and support plans will result in a successful installation. With this Paradigm understands the necessary items from the Implementation and Support section as outlined in the RFP and have also submitted a conceptual implementation plan in our response. Paradigm and the client will work together to develop final plans upon award. Paradigm recommends implementing the software first and then adding any unattended operations. This approach will provide the staff time to acclimate to the software and then add the additional features.

7.1.1 Conceptual Implementation Plan Requirements

Paradigm will be involved in all steps of the implementation from project award, to go-live and post go-live. We are a phone call away for any urgent issues and will respond promptly. The normal service time is immediate for phone calls with an outside time of less than 30 minutes. After-hours service is immediate for phone calls with an outside time of less than 30 minutes. The design of our after-hours support always allows for a specialist to be available with additional support staff available to assist in the remote chance that two clients call in for support at the same time. Paradigm understands the requirements of the RFP for the client's facilities.

Following contract finalization, Paradigm envisions a kick-off meeting in order to lay out the groundwork for the project. In addition, Paradigm will provide a Statement of Work (SOW) for each party to work from to complete the project.

CW6 is a highly customizable software package that has the flexibility to be configured to conform to the policies and practices of each client. After the contract award, Paradigm will work with the client to complete a facility survey document that will serve as a project implementation plan and will describe all pertinent business practice information of the client. This document will serve as the guide for configuring CW6 software. This is a great opportunity for our clients to look at their current business practices and get advice on potential improvements to their approach. A Paradigm assigned implementation specialist will set up and configure all data files before arriving on site. This will allow the specialist to concentrate on software installation and testing, training, and solution fine-tuning during their time on-site. The time on-site is designed to get the staff proficient in the use of the software and begin the process of transitioning from the old to the new software. Paradigm has read the RFP regarding a plan of action for the implementation of our product. We feel that the project plan listed in this section is a great starting point and agree that a mutually agreed upon plan will be developed by the client and Paradigm.

Paradigm utilizes a systematic approach using the following tools to manage, control, and supervise the project:

- Microsoft Project is utilized to identify tasks, milestones, responsibilities, and timelines for the project.
- Paradigm's facility survey is used to gather necessary information required for setup.
- Paradigm's internal Support Database is used to enter and track the status of any programming items and setup tasks. From this database, punch lists and sign-off

sheets can be created and managed to ensure all functional requirements are completed and working as expected. Once live, the Support Database is used to manage the on-going use of the application.

- Paradigm’s web site allows clients to enter support requests and track statuses of any support incident or task created to better manage the project as well.

Paradigm understands and expects minor obstacles during the implementation; however, our knowledgeable team will be able to work through those. The installation team has access to programmers and management during all phases of the implementation and will work closely to ensure a seamless cutover.

7.1.2 Project Management Work Breakdown Structure

The time frame to implement the proposed solution will depend on several factors as mentioned in the scope of work and based on the method in which the client would like to implement the solution. CW6 has an all-inclusive executable; therefore, all software will be installed with a single installation. This is a sample Implementation Plan. Paradigm will work with the client to develop a final document.

WBS	Task Name	Duration	Start	Finish	Predecessor
0	CW6 Implementation	103.25 days	4/1/2024	8/24/2024	
1	Project Initiation	37 days	4/1/2024	5/24/2024	
1.1	Project Start	1 day	4/1/2024	4/4/2024	
1.2	Introduction Email from VP of Implementation	1 day	4/4/2024	4/5/2024	2
1.3	Review Contract documents	1 day	4/6/2024	4/7/2024	4
1.4	Knowledge Transfer from BD to Implementation [Milestone #1]	1 day	4/7/2024	4/8/2024	5
1.5	Introduction Email, requesting kickoff meeting	1 day	4/8/2024	4/11/2024	6
1.6	Kickoff Meeting [Milestone #2]	1 day	4/11/2024	4/12/2024	7
1.7	Lane Design and Hardware Layout Review	1 day	4/12/2024	4/13/2024	8
1.8	Order Hardware [Milestone #3]	30 days	4/8/2024	5/20/2024	6
1.9	XXXX to provide remote access	1 day	5/20/2024	5/23/2024	10
1.1	XXXX to complete Facility Survey	1 day	4/11/2024	4/12/2024	7
1.11	Facility Survey Review [Milestone #5]	1 day	4/12/2024	4/13/2024	12
1.12	Visio Diagram/Documentation [Milestone #6]	1 day	4/13/2024	4/14/2024	13
1.13	XXXX to provide mapping specs for conversion of data	1 day	4/12/2024	4/13/2024	12
1.14	Development of data conversion mapping	1 day	4/13/2024	4/14/2024	15
1.15	Collect Data (Develop Specifications for Development) [Milestone #7]	1 day	5/23/2024	5/24/2024	11
1.16	Review Conversion INI Tool Results [Milestone #9]	1 day	4/14/2024	4/15/2024	16
1.17	Create Version 6 Database and Folder Structure [Milestone #8]	1 day	4/15/2024	4/18/2024	18

1.18	Ticket Design [Milestone #18]	1 day	4/18/2024	4/19/2024	19
1.19	Reports [Milestone #21, #22, #23]	1 day	4/18/2024	4/19/2024	19
1.2	Copy Customer folder to R:	1 day	4/19/2024	4/20/2024	21
1.21	Initial Data Load of Setup Tables - Partial Historical Data Conversion [Milestone #10]	1 day	4/18/2024	4/19/2024	15,19
1.22	Transaction Scenario Guide [Milestone #13]	1 day	4/19/2024	4/20/2024	23
2	Testing	29 days	4/19/2024	5/30/2024	
2.1	Assemble and Configure Hardware [Milestone #16]	1 day	5/20/2024	5/23/2024	10
2.2	Deliver Initial (Dev) Environment	3 days	4/19/2024	4/22/2024	23
2.2.1	Core Installation of Dev Environment [Milestone #11]	1 day	4/19/2024	4/20/2024	23
2.2.2	AR and Aging/Posting [Milestone #24]	1 day	4/20/2024	4/21/2024	29
2.2.3	WeighPay Configuration Install [Milestone #20]	1 day	4/21/2024	4/22/2024	30
2.3	Remote Training Project Team [Milestone #15]	1.25 days	4/22/2024	4/25/2024	
2.3.1	Remote <i>WeighStation</i> ™ Training	2 hrs	4/22/2024	4/22/2024	28
2.3.2	Remote CW6 Training	2 hrs	4/22/2024	4/22/2024	33
2.3.3	Remote Reporting Training	2 hrs	4/22/2024	4/22/2024	34
2.3.4	Remote Actg Training	2 hrs	4/22/2024	4/25/2024	35
2.3.5	Remote Admin/IT Training	2 hrs	4/25/2024	4/25/2024	36
2.4	XXXX to test/evaluate the dev environment	10 days	4/25/2024	5/9/2024	32
2.5	XXXX Approval of Development Environment	1 day	5/9/2024	5/10/2024	38
2.6	Ship Hardware	5 days	5/23/2024	5/30/2024	27
3	Prepare for Go Live	19 days	5/10/2024	6/6/2024	
3.1	Implementation Work Plan [Milestone #26]	1 day	5/10/2024	5/11/2024	39
3.2	XXXX Approval of Workplan	1 day	5/11/2024	5/12/2024	42
3.3	Deliver Prod Environment	1 day	5/10/2024	5/11/2024	
3.3.1	Core Installation of Prod Environment [Milestone #12]	1 day	5/10/2024	5/11/2024	39
3.3.1.1	MSMQ Configuration [Milestone #17]	1 day	5/10/2024	5/11/2024	
3.3.1.2	E-mail Configuration [Milestone #19]	1 day	5/10/2024	5/11/2024	
3.3.1.3	Batch Report Creation	1 day	5/10/2024	5/11/2024	
3.3.1.4	Configure Hardware	1 day	5/10/2024	5/11/2024	
3.3.1.5	Database Maintenance Task [Milestone #27]	1 day	5/10/2024	5/11/2024	
3.4	Book Travel for Training Trip/Update Implementation Schedule [Milestone #25]	1 day	5/12/2024	5/13/2024	43
3.5	On Site Training	5 days	5/27/2024	6/3/2024	51
3.5.1	<i>WeighStation</i> ™ Training	1 day	5/27/2024	5/30/2024	51FS+10 days
3.5.2	CW6 Office Training	1 day	5/30/2024	5/31/2024	53

3.5.3	Reporting Training	1 day	5/31/2024	6/1/2024	54
3.5.4	Actg Training	1 day	6/1/2024	6/2/2024	55
3.5.5	Admin/IT Training	1 day	6/2/2024	6/3/2024	56
3.6	Book Travel for Go Live Trip/Update Implementation Schedule	1 day	6/3/2024	6/6/2024	52,40
4	Go Live	6 days	6/20/2024	6/28/2024	
4.1	Go Live Prep and Final Steps Prior to Go Live [Milestone #28]	1 day	6/20/2024	6/21/2024	58FS+10 days
4.2	Go Live [Milestone #29]	5 days	6/21/2024	6/28/2024	60
4.3	Final Historical Transaction Data Conversion (Milestone #30)	1 day	6/23/2024	6/24/2024	61SS+2 days
5	Project Closeout	41 days	6/28/2024	8/24/2024	
5.1	POST Installation Checklist [Milestone #31]	1 day	6/28/2024	6/29/2024	61
5.2	Knowledge Transfer from Install to Support [Milestone #32]	1 day	6/29/2024	6/30/2024	64
5.3	Install Manager Post Go Live Follow Up [Milestone #33]	1 day	8/9/2024	8/10/2024	61FS+30 days
5.4	Introduction to Support Department [Milestone #34]	1 day	6/30/2024	7/1/2024	65
5.5	Business Development Follow Up [Milestone #34]	1 day	8/23/2024	8/24/2024	61FS+40 days

Paradigm anticipates that a final implementation plan will be developed mutually as part of the contract negotiations. Paradigm has performed many installations where the process has been all at once, broken down into many steps with separate installs for separate locations and with phased in sites one at a time. Paradigm will work with the client after award to identify gaps that need to be addressed.

7.1.3 Implementation Milestone Detail

1. Milestone 1 – Knowledge Transfer from Business Development (BD) to Implementation

- Meeting with BD to obtain information during the sales/agreement phase.
- Review the Agreement and set the following in CLIENT record:
 - Set Version Number
 - Set Site, Licensing and Module information
 - Set WeighPay information
- Add any Milestone entries for specific modules, customizations or interfaces which need to be documented and installed during the implementation.

2. Milestone 2 – Project Management Meeting (Kickoff/Status/Updates/Etc.)

- Schedule and perform kickoff meeting.
- Provide CLIENT with incident spreadsheet outlining these Milestones.
- Provide blank Facility Survey for CLIENT to complete.
- Introduce CLIENT to our website to track incidents.
- Provide CLIENT with current hardware/software requirements PDF.
- Discuss and confirm hardware to be provided by PARADIGM to CLIENT.

PARADIGM will be responsible to:

9. Initiate a kick-off meeting which will include a site survey with the CLIENT Project Team to review and confirm the CLIENT requirements. This will include confirmation and verification of the hardware the CLIENT will need to acquire (if any) to deploy the Software within the CLIENT's environment.
10. Leverage the existing CLIENT infrastructure in place and be able to integrate with the existing environment as described. This includes providing the CLIENT with general requirements for electrical and communication connections for each equipment location included in the project.
11. Provide a Testing Plan for the testing of the Scale House Software Solution in the CLIENT's environment, including a list of CLIENT staff positions that should be involved in the testing which will also be provided to the CLIENT Project Manager for acceptance; however, notwithstanding, the CLIENT shall determine the final Test Plan and Acceptance criteria to be used for Acceptance Testing
12. Determine the dates for which the requirements identified as "Customizations", and which were priced in the Agreement will be available based upon mutual agreement.
13. Establish the work efforts and the resources necessary for the Project.
14. Develop a detailed Implementation Plan subsequent to assessing the technical requirements and describe all activities and Milestones over the duration of the Project and include specific activities, schedules, resources, and Milestones for the implementation (the "Implementation Plan"). This Implementation Plan will be delivered within ten (10) business days of the execution of the Agreement.

15. Provide a detailed role-based Training Plan for the CLIENT's users of the Scale House Software Solution and CLIENT's staff assigned to support the application; the Training Plan will be delivered to the CLIENT Project Manager for acceptance.
16. Purchase, configure and install all hardware provided by PARADIGM as listed on Exhibit B in this Agreement.

CLIENT will be responsible to:

- (7) Provide PARADIGM with a copy of the database from the current system for conversion requirements (if applicable).
- (8) Provide PARADIGM with the appropriate technical resources and information to be used to create the CLIENT's database.
- (9) Review, comment and if acceptable, approve the hardware specifications.
- (10) Ensure that PARADIGM has access to the minimum starting configuration of software and hardware as agreed upon and confirmed by the CLIENT for installing and configuring the Scale House Software Solution.
- (11) Review, comment on and if acceptable, approve the Training Plan. Develop a detailed Testing Plan that will be used for Acceptance Testing.
- (12) Provide Notice of Acceptance with respect to the approved Milestones.

3. Milestone 3 – Order Hardware

- CLIENT to order any hardware as necessary to support the Scale House Software Solution. PARADIGM to provide Minimum/Recommended System Requirements.
- Create checklist to ensure all hardware, cables, adapters, etc. are ordered/included.

4. Milestone 4 – Intentionally Deleted

5. Milestone 5 – Facility Survey Review

- PARADIGM and CLIENT to review completed survey.

6. Milestone 6 – Vision Diagram/Documentation

- CLIENT to provide images/pictures of facility(ies).
 - Scale house
 - Scale lanes
 - Site
- PARADIGM will create Visio diagram of the following:
 - Title page
 - Device legend
 - Overhead satellite view
 - Building layout
 - Hardware diagram
 - System architecture
 - Birds-eye view
 - Paradigm Distributed Messaging
 - Unattended

7. Milestone 7 – Collect Data

- CLIENT to provide database/data/reports (Database Backups from prior system if SQL. Otherwise, if old system can dump data out into Excel files or CSV files for analysis and import. Gather Reports, information on hardware, etc.).

8. Milestone 8 – Create Version 6 Database and Folder Structure

- PARADIGM will use DBUpdate6 to create CW6 Database and Folder Structure.
- CLIENT to inform PARADIGM on which version of SQL will be used.

9. Milestone 9 – Intentionally Deleted

10. Milestone 10 – Initial Data Load of Setup Tables – Partial Historical Data Conversion

- PARADIGM will analyze current data and create specifications for programmers to convert the critical setup tables and, if in contract, historical transactions.
- Discuss with CLIENT the plan if setup data will be loaded again in the future. At some point, clients will likely have to add accounts/setup information in current and CW6 prior to Go-Live if substantial configuration within CW6 has taken place that we can't overwrite.

PARADIGM will be responsible to:

- (g) Provide the full system Implementation Plan with timelines and Milestones.
- (h) Create conversion scripts or routines from sample data provided by the CLIENT.
- (i) Review with the CLIENT and rectify sample data script conversion errors until CLIENT Acceptance of the converted data.
- (j) Perform data conversion(s) as needed and load onto the target platform.
- (k) Install the Scale House Software Solution at the CLIENT facility in accordance with the full system Implementation Plan.
- (l) Install and configure the hardware on the required lanes.

CLIENT will be responsible to:

- (h) Provide sample data as required.
- (i) Review the data mapping document, if such document is necessary.
- (j) After the data conversion, review and assist in determining cause of data errors after the scripts are run and assist PARADIGM in correcting the errors.
- (k) Agree to a data freeze in accordance with the mutually agreed upon Cutover Plan and subsequent to that freeze enter data into the system using the PARADIGM application once the Scale House Software Solution is accepted.
- (l) Make sure CLIENT Personnel, space and other resources are available for Scale House Software Solution deployment to all CLIENT Sites.
- (m) Make sure all wiring, electrical, cabling, conduit, bollards, etc. are in place for installation of the hardware.
- (n) Review Scale House Software Solution Documentation.

11. Milestone 11 – Test Environment Milestone

- PARADIGM and CLIENT will create a Test Environment for Pre and Post Go-Live Support, Training and Testing.
- Benefits of Having a Test Environment:
 - Allows the CLIENT to test any update provided by PARADIGM resulting from a new solution feature, enhancement, and/or bug fix in a controlled, isolated

- environment without jeopardizing the production environment. The CLIENT can use the Transaction Scenario Guide as a test script to review their various scenarios at their own pace to ensure the software is operating as expected.
- Allows CLIENT's new employees to practice with the software during any orientation phase of their employment to provide the ability to learn how to use the solution in a controlled environment.
 - Allows CLIENT's existing employees to test any of the thousands of software setting switches within the solution to see desired behavior from the point of initial data capture, through reporting, and eventually posting to a test financial solution. These processes can be tested as often as required to ensure all is working as expected.

PARADIGM will be responsible to:

Prior to performing the Final Acceptance Testing of the whole Scale House Software Solution, preliminary acceptance testing in the CLIENT Test Environment, will be completed by the CLIENT (with assistance provided by PARADIGM) as a proof of concept. The acceptance of the Test Environment will be based on the following criteria:

- (e) Deliver and install software and hardware for the CLIENT.
- (f) Successful acceptance test of all required and proposed functions.
- (g) Successful demonstration that the Solution's performance and capacity meets the CLIENT's requirements; and in accordance with PARADIGM's documentation.
- (h) Preliminary training of users. The testing period will include:
 - b. Collect the required information on all loads entering and leaving the CLIENT's facility.
 - iii. Correction of all errors or failures in hardware, software, configuration, customization, interfaces, or conversion.
 - iv. Modifications to required Documentation.

CLIENT will be responsible to:

- (d) Review and approve the draft acceptance test proof of concept document.
- (e) Execute, review and approve acceptance test results.
- (f) Provide a Notice of Acceptance with respect to the approved Milestones.

12. Milestone 12 – Production Environment Milestone

- PARADIGM and CLIENT will create a Production Environment for both the office and various site servers/workstations that will be using the software.

13. Milestone 13 – Transaction Scenario Guide and Documentation

- PARADIGM and CLIENT will create and supply a Transaction Scenario Guide with detailed scenarios for testing and training.
- The guide is critical for CLIENT user acceptance testing, training for Go-Live, training for future employees, and test script for future updates.
- PARADIGM will supply CLIENT with electronic CW and WS Training guides and manuals.

PARADIGM will be responsible to:

- (j) Review and identify out of the box and customizable functionalities.
- (k) Document integration point(s) and interface(s) requirements.

- (l) Review the sample data provided by the CLIENT and develop data conversion plan for data migration.
- (m) Prepare a draft acceptance test plan for the CLIENT's review and consideration.
- (n) Install the Scale House Software Solution on the CLIENT's Test Environment.
- (o) Configure and customize the Scale House Software Solution to meet the requirements of the Agreement.
- (p) Test the Scale House Software Solution on the CLIENT's Test Environment.
- (q) Assist the CLIENT in conducting its preliminary acceptance test.
- (r) Make any corrections as identified during the preliminary acceptance test until all errors are fixed.

CLIENT will be responsible to:

- (e) Provide PARADIGM with details surrounding any customizable functionalities.
- (f) Review of the PARADIGM recommended preliminary acceptance test plan and development of the CLIENT's preliminary acceptance test plan.
- (g) Review and approve the data migration plan.
- (h) Provide a Notice of Acceptance with respect to the approved Milestones.

14. Milestone 14 – Programmer Liaison Meeting

- PARADIGM to assign Programmer Liaison if necessary.
 - Implementation Specialist will do a short presentation to the programmer to discuss any open programming issues or concerns and in conjunction with the Implementation Manager.

15. Milestone 15 – Remote Training

- PARADIGM to provide CLIENT with any remote training as identified in the Agreement.
 - Train on adhoc reporting and to recreate client reports prior to going onsite.
 - Run through CW6 Training with Key personnel to ensure on-site training goes smoothly and all scenarios are covered.

16. Milestone 16 – Configure Hardware

- PARADIGM and CLIENT to test and configuration of hardware provided in the Agreement.
- PARADIGM and CLIENT to test and configuration of hardware (such as printers, scales, etc.).

17. Milestone 17 – Paradigm Distributed Messaging Configuration (if purchased)

- PARADIGM to successfully install and test Paradigm Distributed Messaging prior to on-site arrival.

18. Milestone 18 – Ticket Setup and Review

- CLIENT to provide PARADIGM with desired ticket layouts.
- PARADIGM to create desired ticket layouts.
- CLIENT to confirm/approve ticket layouts.

19. Milestone 19 – Email Configuration

- CLIENT to provide PARADIGM with Email credentials and mail relay information.

- PARADIGM will configure Email within the software.
- CLIENT will test Email configuration.

20. Milestone 20 – WeighPay Configuration (if purchased)

- PARADIGM and CLIENT to discuss and review processes to determine how they process currently and how they want to process in the future based on the Agreement.
- Hardware – PARADIGM and CLIENT to confirm any hardware that is to be provided by bank/middleware and verify cabling requirements.
 - If the devices are network devices, ensure site has enough ports on switch and wall jacks/cabling requirements as necessary.
- PARADIGM to document Middleware/Gateway, and Processor.
- CLIENT to provide responses to the following questions (additional questions may be necessary):
 - Does CLIENT do pre-authorizations?
 - Does CLIENT use Store and Forward?
 - Does CLIENT require signatures?
 - Does CLIENT let operators perform voids/refunds?

21. Milestone 21 – Custom Report Review

- CLIENT to provide reports that are to be created within CW6.
- PARADIGM to determine if reports can be created in Ad-hoc or if Custom Reports must be created (Custom Reports may incur an additional cost if not included in the Agreement).
- PARADIGM and CLIENT will discuss any custom reports needed as specified and agreed to in new Agreement.
- PARADIGM to ensure canned crystal reports are copied over in the interim until latest reports are included with install.

22. Milestone 22 – Ad-hoc Report Conversion/Creation

- CLIENT to provide reports that are to be created within CW6.
- PARADIGM to train CLIENT on the creation of Ad-hoc Reports.

23. Milestone 23 – Batch Report Creation

- CLIENT to provide PARADIGM reports that are to be included in Batch (Scheduled) Reports.

24. Milestone 24 – AR and Aging/Posting

- If Posting to a third-party accounting package:
 - CLIENT will provide export file requirements.
 - PARADIGM will develop custom export to third-party accounting package per requirements.
- If using PARADIGM's AR and Aging:
 - CLIENT will provide Invoice and Statement layouts.
 - CLIENT will provide any reports (credit memo, debit memo, payment, aging, etc.).

25. Milestone 25 – Book Travel

- PARADIGM Tech to meet with Implementation Manager to verify and confirm substantial completion of required Milestones.
- Transaction Scenario Document must be completed and reviewed thoroughly with CLIENT and a majority of the Milestones should be fully completed.
- Schedule and confirm on-site installation dates with CLIENT.
- PARADIGM to book travel arrangements at minimum two (2) weeks prior to on-site days.

Milestone 26 – Installation Work Plan

- PARADIGM to present CLIENT with the specific schedule of the events that will occur while on-site.
- CLIENT to approve installation work plan.

26. Milestone 27 – Database Maintenance Task

- PARADIGM to configure and setup the Universal Service and scheduling PDataTask6 to perform routinely scheduled maintenance and backups of the database.
- If CLIENT's DBA schedules their own backups, PARADIGM will work with DBA to ensure proper files are included.

27. Milestone 28 – Go-Live Prep – Purge Test Data and Final Steps Prior to Go-Live

- PARADIGM will review various tables and schemas that may need to be purged before Go-Live, as well as final steps/procedures to prepare for Go-Live.
- PARADIGM to perform file backup.
- Depending on the CLIENT's configuration, data may need to be reloaded after final test data purge.
- Examples of potential Tables that certain months or all data would need to be purged prior to Go-Live:
 - InsFunds tables
 - Z Out (Purge and Reload)
 - Trans table for the testing period
 - Hold Table (Hold.Trans)
 - Actg Batch table (If Using AR and Aging)
 - A2_Payment table (If using AR and Aging)
 - Offense Table (if using offenses)
 - CustomFreeUnits Trans (If Using Custom Free Units)
 - Purge History Schema (Use DBUpdate)
 - Purge Audit Logs (Use DBUpdate)
 - Reset Sequence Numbers
 - To prevent issues of the office editing recent tickets after Go-Live that may not exist at a site's database, it is recommended to load 3 months of transactions prior to Go-Live. (Please note that if there are multiple sites/instances of the software/database, these steps will need to occur for each instance.)

28. Milestone 29 – Go-Live

- PARADIGM and CLIENT will participate in this Milestone to cutover from the current solution to CW6.

29. Milestone 30 – Final Historical Transaction Data Conversion

- PARADIGM may need to reload most recent transactions up to Go-Live.
- PARADIGM will convert any additional historical transaction data as required per the Agreement.
- Setup tables should not be reloaded after Go-Live.

30. Milestone 31 – Post Installation Checklist

- PARADIGM will review Post Installation Checklist to ensure all items have been completed.
- PARADIGM will provide the Final Installation Note document to the CLIENT to assist him with understanding the transition from the Implementation Division to the Support and Services Division.

31. Milestone 32 – Knowledge Transfer from Implementation to Support and Services

After a full billing has occurred, the Implementation Specialist will present the details of the project to the Support and Services Division.

- Present the installation to the Support and Services Division. Show Visio, Transaction Scenario Guide, Photos, etc. and discuss overview of the installation.
- Review any special modules or customizations that were needed, as well as WeighPay and Posting Details.
- Discuss VPN tab to ensure techs know how to connect for support.
- Also discuss any open incidents (if applicable).
- All prerequisite Milestones must be closed prior to requesting the transfer.

32. Milestone 33 – Implementation Manager Post Go-Live Follow-Up

- PARADIGM's Implementation Manager will schedule a call with the CLIENT's primary contact to discuss the implementation. The purpose of this call is to provide a Quality Assurance check on how the implementation proceeded from start to finish. We will be ensuring our staff has met the expectations of the CLIENT and if there are any open items that need to be addressed.

33. Milestone 34 – Introduction to the Support and Services Manager

- Schedule call with Support and Services Manager, Lead Implementation Specialist and CLIENT's Primary Contact to introduce the Support and Services Manager and detail the support process to the CLIENT to ensure CLIENT is contacting support for support related issues going forward.

34. Milestone 35 – Business Development Follow-Up

- Task for Business Development to contact CLIENT's Primary Contact to perform a Quality Assurance assessment of the entire process from Start to Finish.

7.1.4 Client Responsibilities

Paradigm understands the requirements of the RFP for the client's facilities. During the contract finalization and software development phase of the project, the following participation is requested from the client:

- Purchasing and legal staff for contract negotiation.
- A designated project manager(s) for assistance with facility survey and software specification finalization.
- A network administrator for configuring the communication network.
- The scheduling of solution users for training.
- Solution acceptance tester to verify the readiness of the solution.
- Work area for Paradigm personnel to work when on-site.

While on-site the client participation necessary would be as follows:

- A designated project manager(s) for assistance with staff coordination and client contacts.
- A network administrator for configuration, troubleshooting, modifying the communication network.
- End Users for classroom and hands on training.
- Solution acceptance tester to verify the readiness of the solution.
- Work area for Paradigm personnel to work when on-site.

Testing / Development

Test / Development Environments

Paradigm highly recommends that the client setup a test environment that closely matches the production environment as much as possible. A test application/SQL server would be setup and as many client machines as necessary would be configured with the software to be used for the following functions:

Prior to Go Live, the Test Environment would be used for:

- Testing of initial product delivered
- Training for the various programs and modules used by the client, as well as end user, administrative and IT training
- Testing of any updates installed prior to Go Live involving bug fixes, solution enhancements, or solution upgrades

Once the client is Live, the Test Environment would be used for:

- Training for any new users
- Refresher training for existing users
- Testing of any new updates prior to installing into production environment

Solution Testing

Paradigm's approach to solution testing involves thoroughly reviewing the facility survey and working with client staff to ensure every transaction scenario that crosses the scale is setup and handled properly in the solution prior to training.

During training, Paradigm trainers will go over each unique scenario and ask the scale house operators to practice processing each of those scenarios. When possible, using a stack of

tickets from the non-Paradigm system to enter into WeighStation™ helps operators to relate the process to the new solution and helps test the new solution to ensure information is storing and displaying properly and that fees are calculating correctly. During initial training though, we are more concerned with getting users familiarized with the process.

Paradigm recommends a parallel configuration to perform full solution testing and can work with the client to determine the location and duration of the parallel testing. At a minimum, Paradigm typically recommends doing one or more days of full parallel testing, including processing all transactions for the day and running as many reports as possible on that day to be able to compare tonnages and fees within all aspects of the solution. If reports do not match and one or more specific tickets did not duplicate correctly from prior system, either due to user error or a solution bug/configuration issue, we can void the incorrect tickets, re-enter those tickets, and re-run the reports to ensure tonnages and dollar values match. At that point, testing can be accepted, but the client and Paradigm can always discuss if additional parallel testing is needed to ensure client and Paradigm are confident with the solution.

Test Planning

The testing strategy is to train each user how to perform all of their daily processes, whether that be transaction processing for a scale house operator, truck or account management in the office, or debit memos/credit memos for an accountant. The test plan will involve various unit and parallel testing measures to ensure all processes can be successfully and accurately performed in the new solution. Paradigm and the client will unit test each module purchased by the client, further broken down by specific processes within certain modules or applications, again to ensure that each end user can perform all existing and new functionality that is required. Unit testing areas include:

- WeighStation™
 - Processing Transactions
 - Reports
 - Z-Out and End of Day Processes
 - Administrative Duties
- CompuWeigh
 - Account Edit
 - Truck Edit
 - Transaction Edit
 - Reporting
 - Posting
- Modules
 - A/R and Aging Module
 - Posting
 - Invoices
 - Debit Memos
 - Credit Memos
 - Finance Charges
 - Payments
 - Aging
 - Administrative Duties
 - Unattended Module
 - Message Queuing Module

7.1.5 Training Services Plan

7.1.6 Conceptual Training Plan

The following is a sample training plan for CW6. All training will be provided by Paradigm staff members. This training will occur in a testing environment that will be configured for use during implementation and post implementation. This test environment will allow a location to train new employees, new updates to the software and general functionality testing. Training will be provided for all needed users and can be performed remotely online, and users will be provided training materials/manuals.

Time (estimated)	Task
8:00 AM – 11:30 AM	Scale House Training: <ul style="list-style-type: none"> • Train Employees (Office Staff and Scale operators) on WeighStation™ Program • Enter Practice Tickets • Discuss Procedure for Running Parallel
12:30 PM – 3:30 PM	Office Training: <ul style="list-style-type: none"> • Train Employees (Office Staff) on CW6; Account Maintenance; Truck Maintenance; Transactions; Posting; Reporting; Security/User Rights
3:30 PM – 4:30 PM	Additional Time for Training: <ul style="list-style-type: none"> • Provide additional training sessions, as needed (CW, WS, Admin, or IT) • Review Game Plan for Go Live

Paradigm has developed a comprehensive training program to instruct the scale house operators in the use of WeighStation™ and users/management in the use of CW6. Paradigm’s policy of transitioning from the client’s current software and converting the truck and account data prior to the installation will allow the client the opportunity to be trained using their own account information. This will provide the users with the ability to train on familiar data and relate the training to day-to-day operations at their location. We have found this to be a great benefit for the users in the operation of the software, as this will help generate questions on how to handle certain situations pertaining to their responsibilities. The training sessions will be conducted over a designated period during which employees will utilize the current version of our standard operator’s manual and perform hands on operation of CW6 at each level of responsibility. A schedule for training the client’s personnel will be mutually agreed upon and every attempt will be made to coincide with current work schedules. Paradigm also has the capability of providing some initial training and/or demonstrations of the software via the internet. We utilize a Web Conferencing solution for this feature. The client would need access to a high-speed internet connection in order to utilize this option. Training guides and cheat sheets are provided within the training sessions. Paradigm believes training is critical to the overall success of the project. Training within the WeighStation™ program **generally** takes 3-4 hours of classroom and hands-on exposure. Training in CW6 is based on the level of expected responsibility for the users and generally requires 2-3 hours’ classroom and hands-on exposure. For comprehensive reporting, an additional 2-3 hours would be required. Our documentation

manuals contain detail and specific processing information. Some of the tasks that the WeighStation™ users will learn are begin the application, sign-on and initialize the WeighStation™ program for daily operation; Access the various screens of the WeighStation™ program and execute the functions of each screen; Process user transactions by account, truck and/or residential user; Perform end-of-day processing. Some of the tasks that the CW6 users will learn are begin the application, sign-on and initialize CW6 for daily operations; Access the various screens of CW6 and execute the functions of each screen; Set up new accounts or modify existing accounts; Perform administrative account maintenance; Print management reports and create new ad hoc reports; Perform posting to accounting; Transfer files to the client's accounting application (if applicable); All accounts receivable and aging training (if applicable); Perform database maintenance and end-of-day procedures.

Some of the tasks that the WeighStation™ users will learn:

- Begin the application, sign-on and initialize the WeighStation™ program for daily operation,
- Access the various screens of the WeighStation™ program and execute the functions of each screen,
- Process user transactions by account, truck and/or residential user,
- Perform end-of-day processing.

Some of the tasks that the CW6 users will learn:

- Begin the application, sign-on and initialize CW6 for daily operations,
- Access the various screens of CW6 and execute the functions of each screen,
- Set up new accounts or modify existing accounts,
- Perform administrative account maintenance,
- Print management reports and create new ad hoc reports,
- Perform posting to accounting,
- Transfer files to the client's accounting application (if applicable),
- All accounts receivable and aging training (if applicable), and
- Perform database maintenance and end-of-day procedures.

Training Matrix

Paradigm can create a training matrix with the assistance of the Client's Project Manager to identify each member that needs training and the type of training that is needed. This can identify when the training is scheduled for this individual and when the training has been accomplished. Paradigm also recommends having a sign-in sheet for the training classes to identify that the member has attended the training session. A sample matrix is provided below.

Employee	Training Needed	Date of Class	Time of Class	Employee Attended	Employee Signature
Operator #1	WeighStation™	XX/XX/21	8:00 am		
Operator #2	WeighStation™	XX/XX/21	8:00 am		
Financial	CompuWeigh	XX/XX/21	1:00 pm		
	WeighStation™	XX/XX/21	8:00 am		
Manager	CompuWeigh	XX/XX/21	1:00 pm		
	WeighStation™	XX/XX/21	8:00 am		
IT	Administrator	XX/XX/21	2:00 pm		

Office/Clerical	CompuWeigh	XX/XX/21	1:00 pm		
	WeighStation™	XX/XX/21	8:00 am		

7.1.7 Conceptual Change Management Plan

On the following page is a sample change management plan for CW6. This plan identifies and explains the description and reason for the requested change, and the impact of the change on the project (either financially, process or both). Since the change can be a configuration, customization, or an additional module, Paradigm will identify and recommend to the client the appropriate implementation process. The change will be communicated between the project managers and implemented in the test environment to ensure the change is working properly prior to loading into the production environment. By implementing in the test environment, the day-to-day operation of the facilities will not be adversely affected if the change does not fully conform to the requirements of the client. With this process, any issues will be minimized and controlled within the test environment.

Change Request No: _____ Date: _____

System: _____ Scale House
Other

Is requested change to address a governmental requirement?

Yes No

If yes, please indicate which local/state/federal requirement and attach a copy of the requirement.

Go to Page 2 and complete the Change Description, Reason, and Impact. Leave the Request Disposition blank. Once form has been completed, send to Client Project Manager for review.

Request Disposition (to be completed by Client Project Manager):

Change Request Denied/Deferred:

If denied/deferred, state reason:

Change Request Approved for Vendor Review:

Request Number: _____

Will the requested change affect the schedule?

Yes No Unknown

If yes, indicate how the schedule may be affected:

Approval Signatures:

Client Project Manager: _____ Date: _____

Printed Name: _____ Title: _____

Contractor Project Manager: _____ Date: _____

Printed Name: _____ Title: _____

Description of Requested Change:

Reason for the request:

Impact to the operation or system:

Any changes to the original scope of work that may have an impact on project costs or contract term will require the approval of the client via an amendment to the contract prior to beginning any work.

7.1.8 Risks, Constraints, and Underlying Assumptions

As with any software implementation there will be challenges along the way. We have a team of professionals that will work with the client to ensure the challenges are identified and corrected. We will require the client to provide the resources and expert team members surrounding your operation and how it functions in order to provide our team with the information necessary to implement the solution efficiently. Our processes have been proven time and time again to result in a positive implementation.

8.0 Support

As per the requirements of the RFP, Paradigm has provided a detailed description of our support. Paradigm provides support in the daily use of the application, bug fixes and new releases of the application within version. Paradigm has also worked directly with clients to tailor a support Agreement that is specific to the requirements for that client. For example, we have a client that modified their Agreement to include an on-site visit each month to provide additional training, run updates, provide maintenance on the software and on unattended enclosures. The client and Paradigm work closely to develop an agenda for the site visit each month. In another instance, Paradigm provides a quarterly visit to the client's site to handle items like the monthly visit listed above. Paradigm has included a copy of our Standard Support Services Agreement in Section 1.4.8 – Paradigm's Sample Agreements of our Response. The Annual Support Cost which includes the daily use of the application, bug fixes and new releases of the application within version. Additional Support options can be negotiated upon request as mentioned above.

Software Coverage. The software eligible for Platinum Support Services (the "Platinum Support Services") is CompuWeigh, as updated with all current modules, applications, amendments, alterations, enhancements, improvements, and updates furnished to the Client (the "Software"). Platinum Support Services shall be rendered only to the Client's currently supported version of Software running with the applicable operating system version supported by Paradigm.

Platinum Support Services. Paradigm will provide to the Client its Platinum Support Services described in this paragraph. Subject to the license granted to the Client in the Software, Paradigm will provide technical services to design, code, check out and deliver amendments or alterations to the Software necessary to correct or solve any programming error attributable to Paradigm which caused the Software not to perform substantially as described in the current, standard editions of manuals delivered to the Client by Paradigm describing the use of the Software (the "Documentation"). Such Platinum Support Services will be promptly provided after the Client has identified and notified Paradigm of any such error in accordance with our Service Levels. Platinum Support will not include the re-installation of the Software and Paradigm will charge current hourly rates for the re-installation of Software on a new machine or a machine that the Client opts to update the operating system or other associated hardware. Paradigm will provide reasonable telephone consultation in the use and operation of the Software 24 hours a day, seven (7) days a week, except company holidays ("Business Hours").

Paradigm offers our clients a comprehensive support program through our Platinum Support Services Agreement. Our member support team is available 24 hours a day, seven (7) days a week, except company holidays (which are currently New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day). Average response time during business hours is immediate and after hours' is typically immediate, however, up to one hour for extreme circumstances. After hours' support is available for emergencies at no additional charge. Support can be reached by dialing (410) 329-1300. After hours, the message will instruct our clients to the extension of our specialist cellular phone. Paradigm offers the same level of support to all our clients and provide the same service and support attention to all clients alike. All clients of Paradigm are important and receive fair and equal treatment. Enhancements, updates, upgrades, and fixes are delivered through email, from our ftp site or via the mail on CD. Paradigm is continually making improvements to our software and a new update is usually available on a weekly basis. Clients can obtain these updates at any time via any of the above means. Any and all issues for support of the software are to be reported to Paradigm via telephone (410) 329-1300, fax (443) 275-2509 with a follow up call to ensure receipt, email support@paradigmsoftware.com with a follow up call to ensure receipt and coming in the future the ability to submit technical support issues from our website. Paradigm is constantly improving our support call tracking workflow to continue to provide outstanding support and service to our clients. We have implemented our new and improved website which includes a knowledge base, ftp site for updates, etc. We can utilize Remote Desktop applications such as LogMeIn Rescue, TeamViewer, VPN, etc. to provide efficient remote access technical support for our clients. Paradigm support staff maintains every support issue in an internal support tracking system. This allows for reporting and timely resolution tracking on per specialist and per client basis. Paradigm typically does not have outstanding bug fix issues. If a bug is reported it is usually fixed on the same day it is identified. Most outstanding items are client specific based on business rules for a specific site or a hardware/network failure. On-site support is available if remote support is unable to resolved. 99.99% of all reported issues have been resolved remotely.

We have included our SLA in our sample agreement. We do not have any credit, chargeback components to our SLA.

Paradigm offers a variety of methods for support. We offer phone, email and website submittal support). All support inquiries are tracked in our CRM system and available to the client for review online. We have included an example of our web support functionality on the following pages where you can track the status of your open requests. All software and hardware provided by Paradigm are included in the support of the solution and in the Agreement.

8.1.1 Incident Severity Ranking

Severities for all Incidents in which the Software is not operating as described in the Agreement, will be jointly classified by the CLIENT and PARADIGM under one of the following three classifications and according to their “severity ranking” impact on core areas of the Software function listed in the table below:

- (4) Displaying information to Operators
- (5) Capturing information from site peripherals
- (6) Acquiring / Storing information from the Software

Severity Ranking	Identification	Description
1	Emergency	Complete stop or major breach of the Software or Hardware ceases CLIENT operations for one or more users at a critical period. (Example: unable to process transactions, major failure, server shutdown, unable to start the application on multiple computers, a hardware failure that affects all operations, etc.).
2	High	Major problem that disrupts operations during working hours. A work around may be available to assist the client until the problem is resolved. Note: Issuing transaction tickets manually is not an acceptable work around; such a situation would be considered an incident with a severity ranking of “Emergency”. (Example: Application problem affecting multiple staff or core work processes, such as transaction processing, collecting charges for account clients or rate calculations).
3	Medium	Problem that impacts operations and requires resolution and has an acceptable workaround for the short term. (Example: A limited problem affecting only a few staff or minor work process but where a work around exists, such as rate settings for statutory holidays or administrative reporting).
4	Low	Minor problem or request for information from users. (Example: Configuration settings, requests for information purposes only, etc.).
5	Wish List	Suggestions for improvement, ideas or input from clients that would be considered for future updates or upgrades to the application.

Response and Resolution Times

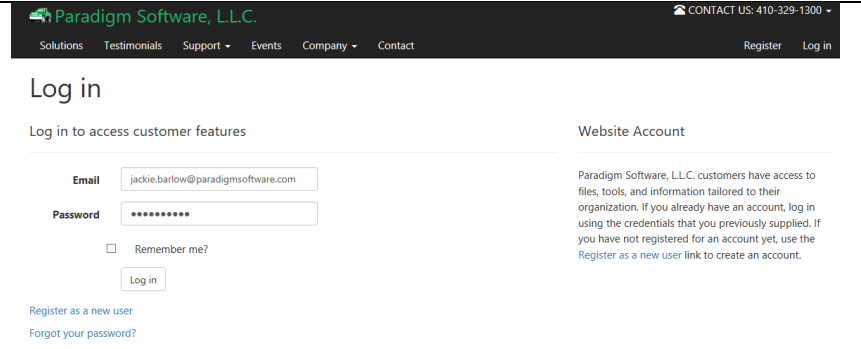
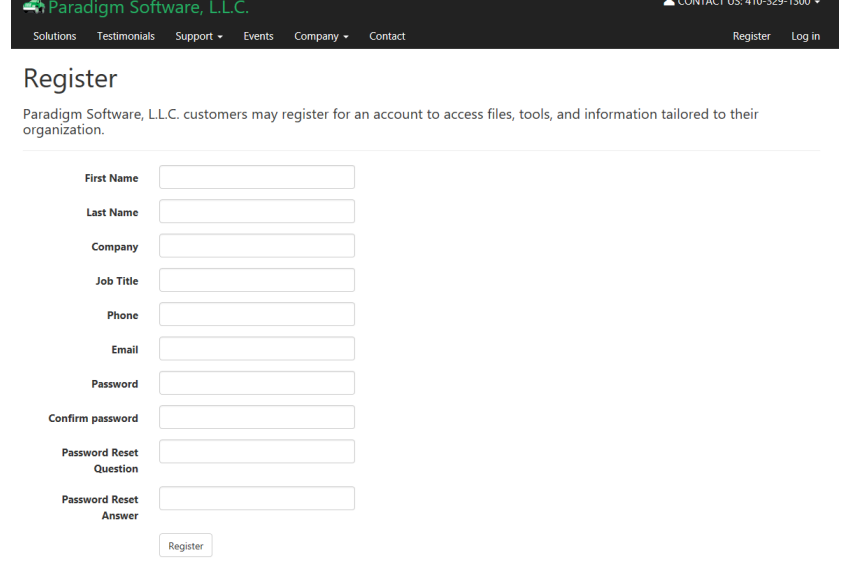
Severity Ranking	Response time	Corrective Plan	Required Outcome
1 Emergency	Respond immediately to the CLIENT or contact in the immediate hour of receiving the incident notification	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within four hours
2 High	Respond immediately to the CLIENT or contact within one hour of receiving the incident notification	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within one (1) business day, or as agreed to by the Contractor and CLIENT representative
3 Medium	Respond immediately to the CLIENT or contact within two business hours of receiving the incident notification	Establish plan to correct failure within twenty-four (24) hours	Return to normal operation within two (2) business days including weekends or as agreed to by the Contractor and CLIENT representative
4 Low	Respond immediately to the CLIENT or contact within one business day of receiving the incident notification	Establish plan to correct failure within forty-eight (48) hours	Return to normal operation within five (5) business days or as agreed to by the Contractor and CLIENT representative

Remote Support

Paradigm works with our clients to provide remote support that meets the client's requirements. We have used VPN's, remote desktop, LogMeIn123Rescue and a variety of other options based on client requirements. By having remote access to the solution will allow a faster resolution to issues as we will be able to see the actual error or issue. This has proven to be a valuable asset for bug fixes and also for training staff.

8.1.2 Client Web Portal

Paradigm has implemented our new website that offers our clients the ability to track their open issues, access to our knowledgebase and other options right from our website. Paradigm has implemented our new website that offers our clients the ability to track their open issues and other options right from our website.

<p>Client Login Screen</p>	
<p>Self-Registration Screen</p>	

Client Dashboard

Dashboard

The support dashboard is a place where you can get an at-a-glance overview of your support tickets, it also serves as a launching point for you to access our comprehensive support functions and materials.

Tickets by Status



Ticket Tracker

Review and create support tickets and obtain the latest status updates on your open issues without having to call the office.

Software Updates

Access our latest software updates and documentation.

Tickets by Category



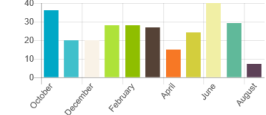
Manage Account

Manage your user account and preferences.

File Share

Upload files for technicians to review or download files provided by a technician.

Tickets Last 12 Months



Documentation

View and download documentation materials for the CompuWeigh System.

Movies

View and download product demonstration and training videos.

This is a view of open tickets with our support team for an individual client. Data selection and entry tools using controls built for a purpose allow for quick, easy and accurate information.

Ticket Tracker

Manage your installation and technical support tickets, get status updates, and provide feedback for our team.

Customer Code: Date Low: Date High: Include Closed:

Show 10 entries

InclID	CustCode	Subject	TechID	LastUpdateDate
111039	PMD	0 Incident Count On Incident Grid Starting PDSupport	Chris Hirsch	6/7/2018
111137	PMD	Rates Expressions Documentation	Nicholas Downey	7/23/2018
111149	PMD	Calendar Not Updating on Disapproved PTO	Chris Hirsch	6/15/2018
111216	PMD	Modifications to Email and Quote Templates	Chris Hirsch	6/20/2018
111231	PMD	Newsletter Article	Trevor Mann	7/24/2018

Cheryl Carmen: Trevor, This is already in the Newsletter. If you do not feel you need any of the info, any longer, you may close this incident.

Cheryl Carmen: Added to Newsletter rough copy.

9.0 Disaster Recovery Plan

Paradigm will work closely with client staff to develop and implement a Disaster Recovery Plan which will include the required backups and a test environment that mirrors the client's production environment.

All device and configuration settings are stored in the database; therefore, the disaster recovery process is very simple. Within the application, once the new computer is in place, when the application is launched the solution will prompt the user for the site and lane they are operating. Once identified, the device and configuration settings will be loaded on the machine and the operator is back in business.

10.0 Paradigm's Sample Agreement

Paradigm is providing a copy of our standard agreement on the following pages for your review and agree that a mutually negotiated Agreement will be developed by both parties. This is only a **SAMPLE** Agreement and in no way should be considered final or as an exception to any portion of the RFP. The Agreement covers Standard Support Services and Licensing, System Implementation, Scope of Work, Purchase Price, Payment Schedule, Service Levels, Escrow Agreement and Optional Credit Card Processing and Other required Agreement Addendums. Upon request, Paradigm will provide this Agreement in a Microsoft Word electronic format with track changes turned on for ease of negotiation.

PARADIGM SOFTWARE, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
(410) 329-1300

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

PARADIGM SOFTWARE, L.L.C.™ ("PARADIGM"), by its acceptance of this Standard Support Services and Licensing Agreement including the following signature page, the Terms and Conditions and all applicable Addenda, Exhibits and Schedules identified herein below (collectively, this "Agreement") agrees to sell and provide, and the undersigned client ("CLIENT") agrees to purchase and accept, a license in specific computer software and support services relating to that software licensed by PARADIGM to CLIENT in accordance with the terms and conditions of this Agreement.

PARADIGM agrees and to grant to the CLIENT a license to use the software, to deliver, and install the Software, and to sell, deliver, and install for CLIENT to use the software in accordance with the terms and conditions of this Agreement.

This Agreement and the relationship between PARADIGM and CLIENT are governed by the Terms and Conditions and each of the Addenda and Exhibits indicated herein below, each of which is adopted and incorporated herein by reference.

- Terms and Conditions

- ADDENDUM A: System Implementation Addendum
 - Exhibit A: Scope of Work (Implementation Milestones)

 - Exhibit B: Purchase Price

 - Exhibit C: Payment Schedule

- ADDENDUM B: Service Levels

- ADDENDUM C: Credit Card Processing

READ, UNDERSTOOD AND EXECUTED on the date(s) indicated below.

Customer:

Accepted by:

CLIENT NAME

PARADIGM SOFTWARE, L.L.C.

Address

113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

By: _____

By: _____

Jackie W Barlow II

President and Chief Operating Officer

(Type or Print Name)

(Title)

Date: _____

Date: _____

Approved as to form:

By: _____

(Type or Print Name)

(Title)

Date: _____

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

TERMS AND CONDITIONS

1. **CHARGES, FEES AND PAYMENT.** CLIENT shall pay the charges and annual fee for Standard Support Services as specified in Exhibit B to Addendum A (System Implementation). The annual fee is payable annually in advance prior to the first day of renewal term. For all charges and fees, CLIENT will pay a late charge of one and one-half percent (1 1/2%) of the amount not paid within thirty (30) days of the due date or date of invoice, whichever is later. At its sole discretion, PARADIGM may increase its license fee and its charges for support and services by giving CLIENT at least ninety (90) days' notice prior to the affected term. If PARADIGM provides services not expressly agreed to in this Agreement or in its Addenda, CLIENT will be charged and agrees to pay for them at PARADIGM's then-applicable rates. Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes, and CLIENT agrees to pay any such tax PARADIGM may be required to collect or pay (including interest and penalties imposed by any governmental authority) which are imposed upon the sale or delivery of goods, licensed software, or services rendered hereunder. Exemption from such taxes, if any, shall be the responsibility of CLIENT to pursue.

2. **CLIENT RESPONSIBILITIES.** CLIENT agrees to test, and if operable, accept and use updates, amendments and alterations to the Software furnished to CLIENT hereunder and to provide, install and maintain, at no cost to PARADIGM, for the duration of this Agreement, an adequate connection for remote support approved by PARADIGM. CLIENT shall allow PARADIGM access to the Software via this connection for the purpose of providing Standard Support Services. Administrative access to the Software will be required for implementation, and during the Support and Services period. The Software will be required to have specific access to "*.paradigmsoftware.com" and TCP port 443. To effectively troubleshoot any issues that may occur with your system, we require access to logs and other relevant troubleshooting resources. These resources are necessary for us to identify the root cause of the problem and develop an appropriate solution.

3. **COVERAGE.** The Software eligible for Standard Support Services (as defined below) are *WeighStation*™ CW6 as updated with all current modules, applications, amendments, alterations, enhancements, improvements, and updates furnished to CLIENT from time to time under warranty (the "Software"). Support Services will be provided exclusively for the CLIENT's currently supported version of Software, running on the operating system version approved by PARADIGM. The supported version refers to any build released by PARADIGM within the past 24 months. CLIENT agrees to remain current (within the last 24 months) by either installing the latest build of the Software or engaging PARADIGM to install it on their behalf.

4. STANDARD SUPPORT SERVICES. During the term of this Agreement, PARADIGM will provide to CLIENT its Standard Support Services described in this paragraph (the "Standard Support Services"). Subject to the license granted to CLIENT in the Software, PARADIGM will provide technical services to design, code, check out and deliver amendments or alterations to the Software necessary to correct or solve any programming error attributable to PARADIGM which caused the Software not to perform substantially as described in the current, standard editions of manuals delivered to CLIENT by PARADIGM describing the use of the Software (the "Documentation"). Such Standard Support Services will be promptly provided after CLIENT has identified and notified PARADIGM of any such error in accordance with PARADIGM's reasonable reporting procedures as in effect from time to time and in accordance with the Service Levels identified in Addendum B. Standard Support does not include the re-installation of the Software or the running of updates to the Software on the CLIENT's workstations, servers, or other hardware. The re-installation of the Software or running of updates to the Software on the CLIENT's workstations, servers or other hardware will be billed at PARADIGM's then-applicable rates, and in accordance with Addendum B. PARADIGM will also provide reasonable telephone consultation in the use and operation of the Software during the hours of 7:00 a.m. through 7:00 p.m. Eastern Time on weekdays, except PARADIGM holidays. Such consultation will be available only to one contact or alternate, designated by CLIENT in advance in writing from time to time. In addition, if PARADIGM elects to include them under its Standard Support Services program and does not market them separately to Standard Support Services clients generally, PARADIGM will deliver updates of the Software to CLIENT from time to time, without any charge other than as specified on Exhibit A to Addendum A attached hereto.
5. TERM AND RENEWAL. Provided payment has been made as required hereunder, PARADIGM shall provide CLIENT with Standard Support Services for a period of one (1) year. Thereafter, the term for Standard Support Services will automatically renew for successive one (1) year periods, unless either PARADIGM or CLIENT gives written notice to the other of an intention not to renew at least sixty (60) days prior to the commencement of any renewal term. The term and renewal of the license of the Software is governed by Addendum A hereto.
6. OTHER SERVICES. CLIENT agrees to pay PARADIGM's then applicable rates and charges for services not included in Standard Support Services, together with all costs incurred in connection therewith. Investigation and research for CLIENT identified conditions determined by PARADIGM not to be attributed to PARADIGM programming errors shall be billed to CLIENT as such other services.
7. PROPRIETARY RIGHTS. Any programs, works, manuals, changes, additions, alterations, amendments or enhancements in the form of new or partial programs, Software, Source Code or Documentation ("IP") as may be provided by PARADIGM under this Agreement, and all copies thereof, shall be and remain the sole and exclusive property of PARADIGM and shall be available for use by CLIENT under and subject to the license granted in this Agreement and Addendum A hereto. As between the parties,

PARADIGM retains all right, title, and interest in and to the IP, including, but not limited to, copyrights, trademarks, service marks, patents and other proprietary rights, and no such rights are conveyed to CLIENT by virtue of any portion of this Agreement.

8. **TERMINATION.** PARADIGM may terminate this Agreement upon the failure of CLIENT to perform or observe any covenant or obligation set forth herein, including, but not limited to, CLIENT'S failure to pay fees and charges, provided PARADIGM has given CLIENT thirty (30) days prior written notice of the failure, and CLIENT has failed to cure such failure within such time. Upon termination, CLIENT shall cease using the Software and shall return to PARADIGM, or, at PARADIGM's option, destroy, the original and all copies of the Software, the Documentation and any other materials provided by PARADIGM. Upon termination, the obligations of CLIENT set forth in the paragraphs entitled "Scope," "Title and Ownership" and "Confidentiality" shall survive termination. PARADIGM's rights of repossession may be enforced by Software disablement. CLIENT may terminate its obligations under this agreement at any time, with or without cause, upon providing thirty (30) days' written notice to PARADIGM.
9. **CONFIDENTIAL INFORMATION.** "Confidential Information" shall mean this Agreement, all strategic and development plans, financial condition, business plans, data, business records, client lists, project records, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by either Party or to which they may be provided access in accordance with this Agreement. Except as otherwise provided herein, each Party agrees to treat confidentially and to not disclose to any person any Confidential Information about which it becomes aware. Each Party shall use all Confidential Information received by it solely in connection with this Agreement and for no other purpose whatsoever. Each Party shall strictly limit access to any Confidential Information to its employees, independent contractors, and agents who are under a contractual obligation to maintain the confidentiality of such information, and who have a need-to-know. Each shall safeguard all Confidential Information received by it using the same degree of care with which it protects the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care.
10. **NO WARRANTIES.** CLIENT ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM WITH RESPECT TO STANDARD SUPPORT SERVICES OR SOFTWARE DELIVERED HEREUNDER. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY, IF ANY, AVAILABLE FOR THE SOFTWARE IS AS SET FORTH IN THE SYSTEM IMPLEMENTATION AGREEMENT.
11. **LIMITATION OF LIABILITY.** PARADIGM SHALL MAINTAIN GENERAL LIABILITY INSURANCE. PARADIGM SHALL OTHERWISE NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES

(INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARADIGM'S MONETARY LIABILITY FOR (A) ANY CAUSE UNDER OR RELATING TO SUPPORT SERVICES SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CLIENT FOR STANDARD SUPPORT SERVICES DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE ON WHICH ANY CLAIM IS MADE AND (B) ANY CAUSE UNDER OR RELATING TO LICENSING AND SYSTEM IMPLEMENTATION SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CLIENT FOR SOFTWARE LICENSE FEES.

12. BENEFIT OF THE BARGAIN. CLIENT UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES ALL OF WHICH ARE SET FORTH IN THESE TERMS AND CONDITIONS. BY SIGNING THIS AGREEMENT, CLIENT ACCEPTS THESE TERMS AND AFFIRMS ITS UNDERSTANDING THAT ANY CHANGE TO THESE ALLOCATIONS OF RISK WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS CONTRACT.
13. ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. CLIENT may not assign, sell or otherwise transfer this Agreement nor any of the rights hereunder without the prior, express written consent of PARADIGM.
14. ESCROW.

14.1 Escrow Agent. Safe Secure Escrow, LLC (the "ESCROW AGENT") has entered into an Agreement with PARADIGM and accepted and currently holds on deposit a single copy of the source code for certain computer programs ("Source Code") that have been licensed to CLIENT pursuant to the Agreement. PARADIGM shall deposit an updated copy of the Source Code monthly of such updates, and each updated copy shall upon deposit be deemed the Source Code under the Agreement. The copy of the Source Code held by ESCROW AGENT shall be and remain the exclusive property of PARADIGM, and ESCROW AGENT will hold the Source Code as specifically provided in this Section 14. ESCROW AGENT will hold the copy of the Source Code in a secure cloud or other digital environment and may deliver a copy of the Source Code to CLIENT, but only under the conditions specified in this Section 14. Upon reasonable request, and at CLIENT's cost, CLIENT may examine the copy of the Source Code to verify compliance with the terms hereof. Such examination shall be conducted on a computer to be made available by PARADIGM at its premises in Cockeysville, Maryland.

14.2 Conditions for Escrow Release. CLIENT shall be entitled to receive from ESCROW AGENT and to make limited use as provided in this Agreement of a single copy of the Source Code, if (i) PARADIGM releases the Source Code to other licensees as a matter of general policy; (ii) PARADIGM refuses to offer CLIENT error correction services or changes required to comply with federal regulations at PARADIGM's standard rates and on its standard terms and conditions; (iii) PARADIGM becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or has voluntarily wound up or liquidated its business (or that segment of its business pertinent to the License Agreement); or (iv) PARADIGM as a debtor-in possession or a trustee-in-bankruptcy in a case under the United States Bankruptcy Code rejects the Agreement. Any of the foregoing events is referred to below as a "Release Condition." Upon the happening of any Release Condition, CLIENT may at its option give ESCROW AGENT written notice (the "Notice") requesting a copy of the Source Code. The Notice shall (i) be labeled "Notice Under Section 14 of Agreement Dated _____," (ii) specify the Release Condition with reference to the applicable subsection of this Agreement; (iii) identify (by application name, version number and release date, and any other pertinent information) the computer programs for which Source Code is on deposit and which CLIENT desires to have released; and (iv) be given within sixty (60) days of CLIENT's knowledge of the happening of the applicable Release Condition. Upon receipt of the Notice, ESCROW AGENT shall send a copy to PARADIGM by commercial form guaranteed delivery, including encrypted retrieval ("Secure Delivery"). If PARADIGM denies or disputes an alleged Release Condition, PARADIGM shall, within sixty (60) days after the receipt of the copy of the Notice from ESCROW AGENT, deliver to the ESCROW AGENT a statement (the "Statement") identifying its dispute. ESCROW AGENT shall send a copy of the Statement to CLIENT by Secure Delivery, and ESCROW AGENT shall continue to hold the Source Code in accordance with this Agreement. If ESCROW AGENT does not receive the Statement within the applicable time period, then ESCROW AGENT is authorized and directed to deliver a copy of the applicable Source Code to CLIENT. Upon delivery to CLIENT under any circumstances, the Source Code shall become a part of the licensed software and shall be subject to all of the license and confidentiality provisions and obligations set forth in the Agreement. In the event that PARADIGM delivers the Statement to ESCROW AGENT in the manner and within the time period set forth above, ESCROW AGENT shall not release a copy of the Source Code or any part thereof, to CLIENT unless (i) required to do so by order of a court of competent jurisdiction, or (ii) ESCROW AGENT has received written instructions with authorized signatures of both PARADIGM and CLIENT requesting release to CLIENT. The ESCROW AGENT shall withhold release of the Source Code to the CLIENT if any fees or costs owed by the CLIENT to PARADIGM are unpaid.

14.3 Termination and Cancellation. The delivery of a copy of the Source Code to CLIENT hereunder shall act as a termination of all of PARADIGM's responsibilities, all of PARADIGM's warranties, and all of PARADIGM's software support obligations under the Agreement and all other agreements between PARADIGM and CLIENT. In the event a copy of the Source Code is provided to the Customer, PARADIGM shall retain all right,

title and interest in and to the IP as provided by Section 7 of this Standard Support Services and Licensing Agreement and any other attachment thereto, and the license granted, and the term thereof as provided in Addendum A to this Standard Support Services shall remain in effect.

14.4 Limitation on Escrow Agent's Liability. As a fiduciary, conservator, receiver, or guardian of the Source Code that it receives, ESCROW AGENT's obligation is solely one of safekeeping. ESCROW AGENT shall not be obligated or required to examine or inspect the Source Code. The ESCROW AGENT cannot and does not warrant the content of the Source Code that it receives from PARADIGM, regardless of the media used to transmit it. ESCROW AGENT's obligation for safekeeping shall be limited to providing the same degree of care for the Source Code as it maintains for its valuable documents and those of its other clients at the same location. However, ESCROW AGENT nor PARADIGM shall not be responsible for any loss or damage to the Source Code due to a computer or hardware crash, malfunction, or changes in atmospheric conditions (including, but not limited to, failure of the air conditioning system), unless such changes are proximately caused by the gross negligence or malfeasance of ESCROW AGENT. ESCROW AGENT shall be protected in acting upon any written notice, request, waiver, consent, receipt or other paper or document furnished to it, not only in assuming its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained, which it in good faith believes to be genuine and what it purports to be. In no event shall ESCROW AGENT be liable for any act or failure to act under the provisions of this Agreement except where its acts are the result of its gross negligence or malfeasance. ESCROW AGENT shall not have duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement, unless such notice is in writing and actually received, and, if its duties herein are affected, unless it shall have given its prior written consent thereto. PARADIGM and CLIENT shall jointly and severally indemnify ESCROW AGENT against any loss, liability, or damage (other than any caused by the gross negligence or malfeasance of ESCROW AGENT), including reasonable costs of litigation and counsel fees, arising from and in connection with the performance of its duties under this Agreement. PARADIGM and CLIENT acknowledge that neither this Agreement nor their waiver of any potential conflict created hereby will materially limit the ability of the ESCROW AGENT to perform hereunder.

14.5 Intellectual Property. The release of the Source Code to CLIENT will not act as an assignment of any intellectual property rights that PARADIGM or any third party possesses in the Source Code. The Source Code shall remain at all times the confidential and intellectual property of PARADIGM. In the event that ESCROW AGENT releases the Source Code to the CLIENT, CLIENT shall be permitted to use the Source Code only to the extent of CLIENT'S license pursuant to the Agreement.

14.6 Disputes. In the event of any disagreement between the parties resulting in adverse claims and demands being made in connection with or against the Source Code, ESCROW AGENT shall refuse to comply with the claims or demands of either party until such disagreement is finally resolved (i) by a court of competent jurisdiction (in proceedings which the ESCROW AGENT or any other party may initiate, it being understood and agreed by CLIENT and PARADIGM that ESCROW AGENT has authority (but not the obligation) to initiate such proceedings), or (ii) by an arbitrator in the event that CLIENT and PARADIGM mutually and jointly determine to submit the dispute to arbitration pursuant to the rules of the American Arbitration Association, and in so doing ESCROW AGENT shall not be or become liable to a party, or (iii) by written settlement between CLIENT and PARADIGM.

14.7 Resignation. The ESCROW AGENT may resign by delivery of a thirty (30) day written notice to both PARADIGM and the CLIENT. The ESCROW AGENT will deliver the Source Code upon the joint written direction of PARADIGM if received within thirty (30) days of the date on the ESCROW AGENT's notice of resignation. If no direction is received within the time period outlined, the Source Code will be delivered to Thomas M. Wagner & Associates, 323 Williams Street, Bel Air, MD 21014 to serve as acting trustee, until a new successor escrow agent is secured by PARADIGM.

15. MISCELLANEOUS.

15.1 Complete Understanding. This Agreement, including all of its Terms and Conditions and Addenda are the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, negotiations, representations, and proposals, written and oral, relating to the subject matter hereof. CLIENT expressly acknowledges, agrees, and represents to PARADIGM that there are no understandings or agreements with respect to the subject matter hereof other than as expressly set forth in this Agreement. CLIENT agrees that no contrary terms and conditions of any subsequent CLIENT purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by PARADIGM in writing. This Agreement cannot be modified except by writing signed by the duly authorized representatives of both parties.

15.2 Notice. Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope and shall be in writing and shall be deemed duly given or made if delivered in person or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.

15.3 Invalidity. In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

15.4 Effective Date. This Agreement shall become effective and shall be binding only upon acceptance by PARADIGM at its offices in Cockeysville, Maryland. This Agreement shall be deemed to have been formed in the State of Maryland, U.S.A. and shall be governed by, subject to, and interpreted in accordance with, the laws of that State BUT WITHOUT APPLICATION OF THE MARYLAND UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (Md. Code Ann., Comm. Law §§22-101 et seq.) or "MUCITA". The parties consent to venue in Baltimore County, Maryland.

15.5 Non-Solicitation. During the term of this Agreement and for twelve (12) months after its termination, neither PARADIGM nor CLIENT may employ or solicit to employ persons employed by the other.

15.6 Force Majeure. Except as expressly provided to the contrary in this Agreement, the dates and times by which CLIENT or PARADIGM are required to render delivery or performance (but not to make payment) under this Agreement shall be automatically postponed to the extent, and for the period of time, that CLIENT or PARADIGM, as the case may be, is prevented from meeting such dates and times by reason of causes beyond its reasonable control.

15.7 Inconsistency. Unless specified to the contrary in any addendum, exhibit, schedule, supplement or other attachment, in the event of any conflict or inconsistency between such items and the provisions of this Agreement, the provisions of this Agreement shall prevail and govern the interpretation thereof. No inference shall be drawn against, and no construction shall be adverse to, the party responsible for drafting or preparing this Agreement or any of its parts, or any addendum hereto, by virtue of such drafting or preparation.

15.8 Limitations. Any cause or action against PARADIGM arising out of or in connection with this Agreement or any schedule or other agreement executed in connection herewith shall be instituted and served upon PARADIGM not later than eighteen (18) months following the occurrence of or discovery of the first event giving rise thereto.

15.9 Independent Contractors. Nothing in this Agreement shall make PARADIGM and CLIENT partners, joint venturers or otherwise associated in or with the business of the other. Neither party shall be liable for any debts, accounts, obligations or other liabilities

of the other or their agents or employees. Neither is authorized to incur debts or obligations on the part of the other except as specifically authorized in writing.

15.10 Counterparts. This Agreement may be executed in more than one counterparts, each of which shall be deemed an original and all of which shall constitute one in the same instrument. Copies of this Agreement shall have the same force and effect as an original, and each of the Parties hereto expressly waives any right to assert that such copies fail to comply with the "Best Evidence" rule or any equivalent rule of law or evidence of any jurisdiction.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM A

System Implementation

PARADIGM SOFTWARE, L.L.C.™ ("PARADIGM"), by its acceptance of the Standard Support Services and Licensing Agreement (the "Agreement"), agrees to sell, deliver and install, the hardware described in the Exhibits to this Addendum (the "Hardware") and to deliver and install the proprietary software described therein (the "Software"), and to grant to the CLIENT a license to use the Software as set forth herein below. CLIENT agrees to purchase the Hardware, accept the license for the Software, and accept services relating to installation, training, conversions, interfaces and other matters, all in accordance with the Exhibits to this Addendum and the Terms and Conditions to which it is attached.

1. **CLIENT RESPONSIBILITIES.** CLIENT shall be responsible for timely site preparation including, but not limited to, adequate electrical power for computer operation, high-speed internet connection and installation of all cabling. CLIENT shall make available qualified personnel to be trained by PARADIGM in the use, operation, and management of the Hardware and Software, and shall provide and adequately manage the resources necessary to implement and operate the Hardware and Software, including without limitation completion of PARADIGM start-up questionnaires, timely selection among options and parameters, and construction of data dictionaries. CLIENT shall comply with laws, use proper audit controls and operating methods, adequately back-up data and programs, and establish and maintain security and accuracy of data.
2. **TRAINING.** PARADIGM shall provide standard training in the use of the Hardware and Software according to Exhibit B and Exhibit C of this Addendum. Such training will be provided at a mutually agreeable location during installation. All travel, lodging and expenses related to the training shall be the responsibility of the CLIENT and shall be invoiced to CLIENT in accordance with the above provisions.
3. **DELIVERY.** Subject to the manufacturer's schedule or other agreement of the parties, shipment of Hardware shall be made on or about the date that CLIENT completes the above training. Exhibit B hereto shall specify who will install and set up the Hardware. PARADIGM will install the Software on the Hardware prior to delivering it. The terms and conditions of sale and the warranties, if any, applicable to the Hardware or any other products not manufactured by PARADIGM (including software) are as provided by the applicable third-party manufacturers. Good and merchantable title and risk of loss in and to the Hardware shall pass to CLIENT upon delivery of each respective Hardware item to the carrier at the manufacturer's or PARADIGM's loading dock as appropriate. CLIENT shall pay or reimburse PARADIGM for all costs of Hardware, shipping, rigging, transportation, and insurance which shall be invoiced to CLIENT in accordance with the above provisions.

4. SECURITY. PARADIGM reserves a security interest, for the amount of all outstanding payments due to PARADIGM hereunder, in each item of Hardware, and shall have all of the rights of a secured creditor under the Uniform Commercial Code with respect thereto. Such a security interest shall be retained and may be enforced by Software disablement until CLIENT's payment obligations for all Hardware and Software are fully discharged. CLIENT hereby appoints PARADIGM as its attorney-in-fact for the purpose of executing and filing financing statements to perfect its security interest, and PARADIGM shall, at the request of CLIENT, execute a termination statement evidencing the discharge of such obligations in the event a financing statement is filed.
5. GRANT OF LICENSE. Upon acceptance of the Agreement and the acceptance of this Addendum A, PARADIGM hereby grants to CLIENT, and CLIENT hereby accepts, a nonexclusive, nontransferable license to use, as herein provided, a single, executable copy an object code version of the Software and a single printed copy of PARADIGM's current, standard user manuals and training materials ("Documentation"). PARADIGM reserves all rights, privileges and interests not expressly granted to CLIENT, who shall acquire no right, title, interest, or privilege with respect to the Software or the Documentation by implication.
6. TERM AND RENEWAL. The term of the license herein granted is ten (10) years commencing with the date of acceptance of this Agreement by PARADIGM, unless terminated earlier as provided herein (the "Term"). If CLIENT is not in default under this Agreement or any other agreement with PARADIGM, the Term of this license shall be automatically renewed upon the same terms and conditions, for one (1) additional ten (10) year term (the "Renewal Term"), unless CLIENT gives written notice of election not to renew the license at least ninety (90) days prior to the expiration of the initial Term. CLIENT shall pay a license renewal fee in an amount equal to fifty percent (50%) of the applicable license fee specified on Exhibit B hereto plus any cumulative adjustments for the Producer Price Index (the "PPI") published by the U.S. Department of Labor, Bureau of Labor Statistics [All Commodities, U.S. City Average, All items, 1982=100] (the "License Renewal Fee"), which License Renewal Fee shall be due and payable immediately upon commencement of the Renewal Term. If CLIENT purchases a "Version Upgrade" at any time during the initial Term, then the Term shall automatically extend for one (1) additional ten (10) year term commencing with the date upon which the Version Upgrade is completed, provided that the Version Upgrade was purchased for an amount equal to at least 50% of the initial purchase price (excluding installation charges) plus all installation charges, including but not limited to airfare, meals, expense, and per diem of PARADIGM's then current rate per day per person. PARADIGM defines modifications to the Software as either a "Version Update" or a "Version Upgrade". A "Version Update" is defined as any changes to the product that is made within the same version that the CLIENT is currently licensed for (example – going from version 6.1 to 6.2). A "Version Upgrade" is defined as a new installation of the product in which it has drastically changed from the prior version (example – going from version 6.x to 7.x). Notwithstanding the foregoing, at the expiration of the Term, as may be extended, from time to time pursuant to the terms of this Section 6, or earlier termination of this Agreement as provided for in

the Agreement, the license granted to CLIENT in Section 5 hereof shall immediately cease, and CLIENT shall not use, run, implement, install, store, maintain, keep, monetize, or otherwise benefit from in any way nor have any right to the Software or Documentation.

7. SCOPE. A single, executable copy of the object code version of the Software may be used by CLIENT for testing purposes and for processing of data, but such data shall be strictly limited to data of CLIENT created or used in the connection with CLIENT. Neither the Software nor the Documentation may be used in any manner directly or indirectly related to or in connection with the operation or management of any other business including without limitation any timeshare, facilities management, data processing service or billing service. CLIENT shall not modify or sublicense the Software or the Documentation. The Software may not be used with more than the number of terminals agreed to in this Agreement. PARADIGM shall provide CLIENT with a single, back-up copy of the Software which CLIENT shall keep in a secure location reasonably approved by PARADIGM in advance. CLIENT shall place on all copies of the Software any notice, including, copyright notice, requested by PARADIGM.
8. TITLE AND OWNERSHIP. PARADIGM is and shall be the exclusive owner or sublicensor, as appropriate, of the Software, the Documentation and all associated materials provided to CLIENT, all modifications, additions, derivatives and enhancements thereof, all copies thereof, and all rights, therein. All additions, modifications, derivatives, and enhancements to the Software shall be considered a part of the Software, and all additions, modifications, derivatives and enhancements to the Documentation shall be considered a part of the Documentation. Physical copies of Software and Documentation are provided by PARADIGM on loan during the term of the license granted pursuant to this Agreement. CLIENT shall keep the Software, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of CLIENT purporting to create such a claim, lien or encumbrance shall be void and shall be a breach of this Agreement. CLIENT hereby assigns to PARADIGM all of its right, title and interest in and to any changes, additions, derivatives and enhancements made to the Software, the Documentation or other materials provided by PARADIGM, and shall execute all documents and instruments reasonably requested by PARADIGM to effectuate such assignment. CLIENT agrees that the Software, Documentation and related materials, techniques and procedures furnished by PARADIGM to CLIENT hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of PARADIGM or its supplier(s), as appropriate. CLIENT shall not create or attempt to create, by decompilation, disassembly, reverse engineering or otherwise, the source programs for the Software, from the object programs or other information made available by PARADIGM. Unless PARADIGM agrees otherwise, CLIENT shall not disclose, divulge, or communicate to any person (including contractors and consultants), except to CLIENT's employees (but then only to the extent necessary for operation of the Software) the Software or Documentation.
9. INDEMNITY. PARADIGM will, at its sole cost, defend against any claim that the Software infringes on a U.S. copyright, a U.S. patent issued as of the effective date of this

Agreement, or a trade secret, provided that (i) CLIENT immediately notifies PARADIGM in writing of such claim or action; and (ii) PARADIGM will have sole control of the defense and settlement of such claim or action. In defending against such claim or action, PARADIGM may (i) consent, (ii) settle; (iii) procure for CLIENT the right to continue using the Software; or (iv) modify or replace the Software so that it no longer infringes as long as the modification or replacement does not materially change the operational characteristics of the Software and the same functions and performance provided by the Software remain following such modification or replacement. If PARADIGM concludes, in its sole judgment, that none of the foregoing options is reasonable, then (i) PARADIGM will refund or credit to CLIENT the license fee paid by CLIENT under this Agreement, less a pro rata credit for each full or partial month of the first sixty (60) months following the effective date of this Agreement; (ii) CLIENT will return the original and all whole or partial copies of the Software to PARADIGM; and (iii) the license granted hereunder will terminate. PARADIGM has no liability with respect to infringement arising out of the modifications of the Software or use of the Software in combination with other software or equipment not specified in the documentation accompanying the software or on a schedule hereto. This paragraph states the entire obligation of PARADIGM regarding infringement of intellectual property rights and will survive the termination of this Agreement. CLIENT shall indemnify, defend, and hold harmless PARADIGM from and against any and all claims, suits or causes brought by persons not a party hereto arising out of or in any way connected with the use of or inability to use the Hardware or the Software. As of the date hereof, PARADIGM represents and warrants that there are no legal or other proceedings pending or outstanding, or to the best knowledge of PARADIGM, threatened against or involving PARADIGM or the Software.

10. LIMITED WARRANTY. PARADIGM does not warrant that the Software or the Documentation is free of errors or defects or that it meets CLIENT's requirements. PARADIGM warrants only that the Software will perform all functions substantially as described in the current edition of the Documentation for a warranty period of sixty (60) days from the date of Software delivery to CLIENT's site, when operated as recommended. PARADIGM will design and deliver promptly amendments or alterations to Software reasonably necessary to remedy or avoid any programming error present at the time of Software delivery. CLIENT shall allow Software access to PARADIGM through dedicated remote communications for this purpose. The foregoing is CLIENT's sole and exclusive remedy, and PARADIGM's sole and exclusive obligation, for breach of this limited warranty. This limited warranty is contingent upon CLIENT's written notice in compliance with PARADIGM's written reporting procedures, received not later than five (5) days after the end of the sixty (60) day warranty period, setting forth with particularity the nature and circumstances of any alleged breach of warranty. PARADIGM makes no warranty as to the Hardware or any products (including software) not manufactured by PARADIGM.

CLIENT ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM EXCEPT FOR THE LIMITED WARRANTY MADE IN THE PRECEDING PARAGRAPH. THIS LIMITED WARRANTY AND THE ASSOCIATED LIMITED REMEDY ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND

REMEDIES. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTEGRATION, MERCHANTABILITY OF A COMPUTER PROGRAM, INFORMATIONAL CONTENT AND CLIENT'S PURPOSE AND SYSTEM INTEGRATION. PARADIGM MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT A

Scope of Work (Implementation Milestones)

General

This Exhibit A – Implementation Milestones (the “Milestones”) forms part of the Agreement between the Parties dated as of the Effective Date of the Agreement for the provision of Services, Software and Support. Any capitalized term not defined herein shall have the definition provided for in the Agreement. The provisions set out in the Agreement shall apply in the event of any inconsistency or conflict between the terms of these Milestones and any other part of the Agreement.

The parties each agree to designate a Project Manager from their respective organizations with adequate authority and full technical competence to deal with matters relating to the Products and Services to be provided under the Agreement in relation to hardware, software, and services for the delivery of *WeighStation™ CW6* (“*WeighStation™ CW6*”). The Project Managers will, on behalf of their respective parties and in accordance with the spirit of this Agreement, use all reasonable efforts to co-ordinate the timely supply, delivery, and performance of Software and Services as specified in the Agreement. The Project Manager for the CLIENT and PARADIGM will be set during the kickoff meeting. All Project Managers are authorized to deal with the day-to-day matters related to the delivery of the Software and Services directly related to their designated authority.

PARADIGM’s Project Team under the direction of the Project Manager will be responsible for providing the Software and Services consistent with the Agreement including the Implementation Plan, with specific timelines, the Milestones and all PARADIGM’s resource assignments for the Project. This Implementation Plan will be reviewed, modified, and accepted by both parties.

PARADIGM’s Project Manager will be responsible for:

- (a) Submitting the detailed Implementation Plan to the CLIENT by an agreed upon date after the execution of the Agreement.
- (b) Ensuring *WeighStation™ CW6* interfaces with scale regardless of make or model, provided scale has appropriate interface.
- (c) One-time import of accounts, trucks and rates from current system to *WeighStation™ CW6* and historical transactional data if agreed to within the Agreement.
- (d) Providing regular progress reports as the situation warrants and/or as the CLIENT reasonably requests, including meeting/interviewing with CLIENT Personnel throughout the Project as required.
- (e) Meeting/Interviewing CLIENT Personnel during the course of the Project as required; and providing overall direction, management and leadership for the Project.
- (f) Attending status meetings either in person or via a designate (as determined by PARADIGM) or through conference calls or such other means as may be mutually agreed upon.

- (g) Working with the CLIENT's Project Manager to create as part of the Implementation Plan an issues management process to resolve any issues.
- (h) Making required modifications to the Milestones in order to obtain necessary approval(s).
- (i) Serving as PARADIGM's key contact for the CLIENT.

The CLIENT's Project Manager will be responsible for:

- (a) Ensuring the mutually agreed project management communication methodology is followed.
- (b) Serving as the key contact for PARADIGM; coordinating status meetings either in person or via a designate (as determined by the CLIENT) or through conference calls or such other means as may be mutually agreed upon; working with the PARADIGM Project Manager to resolve any issues.
- (c) Approving or disapproving the PARADIGM Milestones hereunder in a timely manner. (Note: excluding the performance of the Acceptance Testing and unless otherwise specified, any CLIENT comments, rejection or approval will be given to PARADIGM no later than ten (10) business days (or as otherwise agreed) after submission of a Milestone to the CLIENT by PARADIGM.
- (d) Providing clarification and applicable instructions as requested by PARADIGM throughout the Project.
- (e) Monitoring PARADIGM work progress and Milestones; and providing overall direction, management, and leadership for the CLIENT Project team.
- (f) Obtaining and providing information, data and decisions necessary for the Project, in accordance with the Implementation Plan or within ten (10) business days of PARADIGM's request (whichever is greater), unless the Project Managers from PARADIGM and the CLIENT mutually agree to an extended response time.
- (g) Obtaining approval and/or authorizing any agreed-to changes to the scope of the Project, Milestones and/or timelines in the Implementation Plan.
- (h) Using his/her best efforts to obtain signoff and approval from the CLIENT, within ten (10) business days, or as mutually agreed to by the parties acting reasonably, for each Deliverable.
- (i) Forwarding any required Notice of Acceptance to the PARADIGM Project Manager, as appropriate.

The Services will be performed at PARADIGM's/CLIENT's facilities as needed during the Project provided that should PARADIGM request resources from the CLIENT, such request must be reviewed and approved by the CLIENT Project Manager. The CLIENT will determine if facilities and appropriate resources will be made available as may be requested from time to time by PARADIGM.

The CLIENT will make every effort to provide a site suitable to support the necessary PARADIGM Personnel for the duration of the Project with telephone and network access.

The CLIENT will make available to PARADIGM the necessary CLIENT Personnel as required from time to time during the Project and as identified in the approved Implementation Plan.

Functional Areas of Responsibility

The functional areas of responsibility for the Project organization are as follows:

- (a) CLIENT's Project Manager: The CLIENT's Project Manager(s) will be the focal point of decision-making and communications between PARADIGM and the CLIENT.
- (b) CLIENT's Project Team: Under the direction of the CLIENT Project Manager, will perform the tasks described in these Implementation Milestones and the Agreement.
- (c) PARADIGM's Project Manager: The PARADIGM's Project Manager is responsible for the Milestones and will ensure overall CLIENT satisfaction for the Project.
- (d) PARADIGM Consultant(s)/Architect(s)/Specialist(s): Under the direction of the PARADIGM Project Manager, will perform the tasks described in these Implementation Milestones and the Agreement.

Project Team Members

The CLIENT and PARADIGM will provide the necessary Personnel or designate as may be required from time to time to complete the Project.

Objectives

- (1) The Objectives for the Project are for PARADIGM to implement a fully integrated scale house software solution. This includes the conversion and migration of existing account data from current vendor and truck weighing data from scale, installation, and configuration of the new solution, as well as testing and training to ensure that the new integrated solution, meets the requirements as may be further defined in the Agreement and these Implementation Milestones.
- (2) *WeighStation*™ CW6 must include the ability to do the following:
 - (a) Must integrate with a Payment Card Industry (PCI) complaint solution for credit card processing.
 - (b) Collect the required information on all loads entering and leaving the CLIENT's facility.
 - (c) Collect and maintain the required customer/hauler information needed for billing including detailed truck information as needed for tracking.
 - (d) Track all material and tonnages disposed of by paying customers, residents, contractors, and charities.
 - (e) Collect and manage information on loads, tonnages, and balances by material type.
 - (f) Calculate the appropriate charges for loads entering and leaving the sites.
 - (g) Provide fraud controls and audit functions.
 - (h) Track account balances for customers (if using the Accounts Receivable and Aging Module).
 - (i) Collect account information to support the following accounts types and activities:
 - i. Cash
 - ii. Charge accounts
 - iii. Check
 - iv. Invoicing
 - v. Process payments
 - vi. Credit Cards (if WeighPay has been purchased)
 - (j) Provide Reporting capabilities including:
 - i. Operational reporting
 - ii. Management reporting

- (k) Retrieve information to plan new programs and improve productivity in facility operations.
- (l) Implement the requirements identified in the Agreements.
- (m) Ad-hoc reporting.
- (n) Other functional requirements as specified in the Agreement.

35. Milestone 1 – Knowledge Transfer from Business Development (BD) to Implementation

- Meeting with BD to obtain information during the sales/agreement phase.
- Review the Agreement and set the following in CLIENT record:
 - Set Version Number
 - Set Site, Licensing and Module information
 - Set WeighPay information
- Add any Milestone entries for specific modules, customizations or interfaces which need to be documented and installed during the implementation.

1. Milestone 2 – Project Management Meeting (Kickoff/Status/Updates/Etc.)

- Schedule and perform kickoff meeting.
- Provide CLIENT with incident spreadsheet outlining these Milestones.
- Provide blank Facility Survey for CLIENT to complete.
- Introduce CLIENT to our website to track incidents.
- Provide CLIENT with current hardware/software requirements PDF.
- Discuss and confirm hardware to be provided by PARADIGM to CLIENT.

PARADIGM will be responsible to:

1. Initiate a kick-off meeting which will include a site survey with the CLIENT Project Team to review and confirm the CLIENT requirements. This will include confirmation and verification of the hardware the CLIENT will need to acquire (if any) to deploy the Software within the CLIENT's environment.
2. Leverage the existing CLIENT infrastructure in place and be able to integrate with the existing environment as described. This includes providing the CLIENT with general requirements for electrical and communication connections for each equipment location included in the project.
3. Provide a Testing Plan for the testing of *WeighStation*[™] CW6 in the CLIENT's environment, including a list of CLIENT staff positions that should be involved in the testing which will also be provided to the CLIENT Project Manager for acceptance; however, notwithstanding, the CLIENT shall determine the final Test Plan and Acceptance criteria to be used for Acceptance Testing
4. Determine the dates for which the requirements identified as "Customizations", and which were priced in the Agreement will be available based upon mutual agreement.
5. Establish the work efforts and the resources necessary for the Project.
6. Develop a detailed Implementation Plan subsequent to assessing the technical requirements and describe all activities and Milestones over the duration of the Project and include specific activities, schedules, resources, and Milestones for the implementation (the "Implementation Plan"). This Implementation Plan will be delivered within ten (10) business days of the execution of the Agreement.

7. Provide a detailed role-based Training Plan for the CLIENT's users of *WeighStation*™ CW6 and CLIENT's staff assigned to support the application; the Training Plan will be delivered to the CLIENT Project Manager for acceptance.
8. Purchase, configure and install all hardware provided by PARADIGM as listed on Exhibit B in this Agreement.

CLIENT will be responsible to:

- (1) Provide PARADIGM with a copy of the database from the current system for conversion requirements (if applicable).
- (2) Provide PARADIGM with the appropriate technical resources and information to be used to create the CLIENT's database.
- (3) Review, comment and if acceptable, approve the hardware specifications.
- (4) Ensure that PARADIGM has access to the minimum starting configuration of software and hardware as agreed upon and confirmed by the CLIENT for installing and configuring *WeighStation*™ CW6.
- (5) Review, comment on and if acceptable, approve the Training Plan. Develop a detailed Testing Plan that will be used for Acceptance Testing.
- (6) Provide Notice of Acceptance with respect to the approved Milestones.

2. Milestone 3 – Order Hardware

- CLIENT to order any hardware as necessary to support *WeighStation*™ CW6. PARADIGM to provide Minimum/Recommended System Requirements.
- Create checklist to ensure all hardware, cables, adapters, etc. are ordered/included.

3. Milestone 4 – Programmer to Search for CustCode Specific Customizations (Upgrades Only)

- Paradigm task to assign programmer to search CW5 code for CLIENT specific programming/comments.
- Create additional incidents if customizations are necessary.

4. Milestone 5 – Facility Survey Review

- PARADIGM and CLIENT to review completed survey.

5. Milestone 6 – Vision Diagram/Documentation

- CLIENT to provide images/pictures of facility(ies).
 - Scale house
 - Scale lanes
 - Site
- PARADIGM will create Visio diagram of the following:
 - Title page
 - Device legend
 - Overhead satellite view
 - Building layout
 - Hardware diagram
 - System architecture
 - Birds-eye view

- PDM
- Unattended

6. Milestone 7 – Collect Data

- For new CLIENTS, CLIENT to provide database/data/reports (Database Backups from prior system if SQL. Otherwise, if old system can dump data out into Excel files or CSV files for analysis and import. Gather Reports, information on hardware, etc.).
- For upgrade CLIENTS, CLIENT to provide current CW5 database and INI files from Office and all remote sites.
 - OF2 files will help determine office settings.
 - WS2 files will help determine scale settings.
 - Dev files will help determine existing hardware in use.

7. Milestone 8 – Create Version 6 Database and Folder Structure

- PARADIGM will use DBUpdate6 to create *WeighStation*™ CW6 Database and Folder Structure.
- CLIENT to inform PARADIGM on which version of SQL will be used.

8. Milestone 9 – Review Conversion INI Tool and INI Files (Upgrade Only)

- PARADIGM will run the tool to copy office INI files to C:\PD30\INI, run tool, save as excel file, and then run tool again for each additional site's INI files.
- PARADIGM to review any device INI files to search for existing hardware.
- PARADIGM to run record count script to review tables to make sure there are no custom/odd/less frequently used tables being used.
- PARADIGM Implementation Specialist will closely examine the table limiting by site settings.
- PARADIGM to review the [SiteCode] column in the rates table in conjunction with these settings.
- PARADIGM will make sure *WeighStation*™ CW6 is configured properly to match the actual behavior of CW5.
- Relevant CW5 INI settings:
 - WS2
 - [Main]
 - PTRange
 - VTRange
 - OTRange
 - MaterialRange
 - DTRange
 - ET1Range
 - ET2Range
 - ET3Range

9. Milestone 10 – Initial Data Load of Setup Tables – Partial Historical Data Conversion

- For upgrade CLIENTS, PARADIGM to use DBUpdate6 to convert all setup tables and approximately 1 year (most recent) of historical transactions.

- Prior to running conversion program, use DBUpdate6 to update the new blank database to the latest *WeighStation™* CW6 structure and run DBUpdate in CW5 to upgrade the old database to the most recent CW5 structure.
- For new CLIENTS, PARADIGM will analyze current data and create specification for programmers to convert the critical setup tables and, if in contract, historical transactions.
- Discuss with CLIENT the plan if setup data will be loaded again in the future. At some point, CLIENT will likely have to add accounts/setup information in current and *WeighStation™* CW6 prior to Go-Live if substantial configuration within *WeighStation™* CW6 has taken place that we can't overwrite.

PARADIGM will be responsible to:

- (a) Provide the full system Implementation Plan with timelines and Milestones.
- (b) Create conversion scripts or routines from sample data provided by the CLIENT.
- (c) Review with the CLIENT and rectify sample data script conversion errors until CLIENT Acceptance of the converted data.
- (d) Perform data conversion(s) as needed and load onto the target platform.
- (e) Install *WeighStation™* CW6 at the CLIENT facility in accordance with the full system Implementation Plan.
- (f) Install and configure the hardware on the required lanes.

CLIENT will be responsible to:

- (a) Provide sample data as required.
- (b) Review the data mapping document, if such document is necessary.
- (c) After the data conversion, review and assist in determining cause of data errors after the scripts are run and assist PARADIGM in correcting the errors.
- (d) Agree to a data freeze in accordance with the mutually agreed upon Cutover Plan and subsequent to that freeze enter data into the system using the PARADIGM application once *WeighStation™* CW6 is accepted.
- (e) Make sure CLIENT Personnel, space and other resources are available for Scale House Software Solution deployment to all CLIENT Sites.
- (f) Make sure all wiring, electrical, cabling, conduit, bollards, etc. are in place for installation of the hardware.
- (g) Review Scale House Software Solution Documentation.

10. Milestone 11 – Test Environment Milestone

- PARADIGM and CLIENT will create a Test Environment for Pre and Post Go-Live Support, Training and Testing.
- Benefits of Having A Test Environment:
 - Allows the CLIENT to test any update provided by PARADIGM resulting from a new program feature, enhancement, and/or bug fix in a controlled, isolated environment without jeopardizing the production environment. The CLIENT can use the Transaction Scenario Guide as a test script to review their various scenarios at their own pace to ensure the software is operating as expected.
 - Allows CLIENT's new employees to practice with the software during any orientation phase of their employment to provide the ability to learn how to use the system in a controlled environment.

- Allows CLIENT's existing employees to test any of the thousands of software setting switches within the system to see desired behavior from the point of initial data capture, through reporting, and eventually posting to a test financial system. These processes can be tested as often as required to ensure all is working as expected.

PARADIGM will be responsible to:

Prior to performing the Final Acceptance Testing of the whole Scale House Software Solution, preliminary acceptance testing in the CLIENT Test Environment, will be completed by the CLIENT (with assistance provided by PARADIGM) as a proof of concept. The acceptance of the Test Environment will be based on the following criteria:

- (a) Deliver and install software and hardware for the CLIENT.
- (b) Successful acceptance test of all required and proposed functions.
- (c) Successful demonstration that the Solution's performance and capacity meets the CLIENT's requirements, and in accordance with PARADIGM's documentation.
- (d) Preliminary training of users. The testing period will include:
 - a. Collect the required information on all loads entering and leaving the CLIENT's facility.
 - i. Correction of all errors or failures in hardware, software, configuration, customization, interfaces, or conversion.
 - ii. Modifications to required Documentation.

CLIENT will be responsible to:

- (a) Review and approve the draft acceptance test proof of concept document.
- (b) Execute, review, and approve acceptance test results.
- (c) Provide a Notice of Acceptance with respect to the approved Milestones.

11. Milestone 12 – Production Environment Milestone

- PARADIGM and CLIENT will create a Production Environment for both the office and various site servers/workstations that will be using the software.

12. Milestone 13 – Transaction Scenario Guide and Documentation

- PARADIGM and CLIENT will create and supply a Transaction Scenario Guide with detailed scenarios for testing and training.
- For Upgrade Customer only, PARADIGM will create reports from CW5 database to analyze most common transactions for past 12 – 18 months.
- The guide is critical for CLIENT user acceptance testing, training for Go-Live, training for future employees, and test script for future updates.
- PARADIGM will supply CLIENT with electronic CW and WS Training guides and manuals.

PARADIGM will be responsible to:

- (a) Review and identify out of the box and customizable functionalities.
- (b) Document integration point(s) and interface(s) requirements.
- (c) Review the sample data provided by the CLIENT and develop data conversion plan for data migration.
- (d) Prepare a draft acceptance test plan for the CLIENT's review and consideration.

- (e) Install *WeighStation*™ CW6 on the CLIENT's Test Environment.
- (f) Configure and customize the *WeighStation*™ CW6 to meet the requirements of the Agreement.
- (g) Test *WeighStation*™ CW6 on the CLIENT's Test Environment.
- (h) Assist the CLIENT in conducting its preliminary acceptance test.
- (i) Make any corrections as identified during the preliminary acceptance test until all errors are fixed.

CLIENT will be responsible to:

- (a) Provide PARADIGM with details surrounding any customizable functionalities.
- (b) Review of the PARADIGM recommended preliminary acceptance test plan and development of the CLIENT's preliminary acceptance test plan.
- (c) Review and approve the data migration plan.
- (d) Provide a Notice of Acceptance with respect to the approved Milestones.

13. Milestone 14 – Programmer Liaison Meeting

- PARADIGM to assign Programmer Liaison if necessary.
 - Implementation Specialist will do a short presentation to the programmer to discuss any open programming issues or concerns and in conjunction with the Implementation Manager.

14. Milestone 15 – Remote Training

- PARADIGM to provide CLIENT with any remote training as identified in the Agreement.
 - Train on adhoc reporting and to recreate CLIENT reports prior to going onsite.
 - Run through *WeighStation*™ CW6 Training with Key personnel to ensure on-site training goes smoothly and all scenarios are covered.

15. Milestone 16 – Configure Hardware

- PARADIGM and CLIENT to test and configuration of hardware provided in the Agreement.
- PARADIGM and CLIENT to test and configuration of hardware (such as printers, scales, etc.).

16. Milestone 17 – Paradigm Data Messaging “PDM” Configuration (if purchased)

- PARADIGM to successfully install and test PDM prior to on-site arrival.

17. Milestone 18 – Ticket Setup and Review

- CLIENT to provide PARADIGM with desired ticket layouts.
- PARADIGM to create desired ticket layouts.
- CLIENT to confirm/approve ticket layouts.

18. Milestone 19 – Email Configuration

- CLIENT to provide PARADIGM with Email credentials and mail relay information.
- PARADIGM will configure Email within the software.
- CLIENT will test Email configuration.

19. Milestone 20 – WeighPay Configuration (if purchased)

- PARADIGM and CLIENT to discuss and review processes to determine how they process currently and how they want to process in the future based on the Agreement.
- Hardware – PARADIGM and CLIENT to confirm any hardware that is to be provided by bank/middleware and verify cabling requirements.
 - If the devices are network devices, ensure site has enough ports on switch and wall jacks/cabling requirements, as necessary.
- PARADIGM to document Middleware/Gateway, and Processor.
- CLIENT to provide responses to the following questions (additional questions may be necessary):
 - Does CLIENT do pre-authorizations?
 - Does CLIENT use Store and Forward?
 - Does CLIENT require signatures?
 - Does CLIENT let operators perform voids/refunds?

20. Milestone 21 – Custom Report Review

- CLIENT to provide reports that are to be created within *WeighStation*™ CW6.
- PARADIGM to determine if reports can be created in Ad-hoc or if Custom Reports must be created (Custom Reports may incur an additional cost if not included in the Agreement).
- PARADIGM and CLIENT will discuss any custom reports needed either from upgrade from CW5 or if they were specified and agreed to in new Agreement.
- PARADIGM to ensure canned crystal reports are copied over in the interim until latest reports are included with install.

21. Milestone 22 – Ad-hoc Report Conversion/Creation

- CLIENT to provide reports that are to be created within *WeighStation*™ CW6.
- PARADIGM to train CLIENT on the creation of Ad-hoc Reports.

22. Milestone 23 – Batch Report Creation

- CLIENT to provide PARADIGM reports that are to be included in Batch (Scheduled) Reports.

23. Milestone 24 – AR and Aging/Posting

- If Posting to a third-party accounting package:
 - CLIENT will provide export file requirements.
 - PARADIGM will develop custom export to third-party accounting package per requirements.
- If using PARADIGM's AR and Aging:
 - CLIENT will provide Invoice and Statement layouts.
 - CLIENT will provide any reports (credit memo, debit memo, payment, aging, etc.).

24. Milestone 25 – Book Travel

- PARADIGM Tech to meet with Implementation Manager to verify and confirm substantial completion of required Milestones.
- Transaction Scenario Document must be completed and reviewed thoroughly with CLIENT and a majority of the Milestones should be fully completed.
- Schedule and confirm on-site installation dates with CLIENT.
- PARADIGM to book travel arrangements at minimum two (2) weeks prior to on-site days.

25. Milestone 26 – Installation Work Plan

- PARADIGM to present CLIENT with the specific schedule of the events that will occur while on-site.
- CLIENT to approve installation work plan.

26. Milestone 27 – Database Maintenance Task

- PARADIGM to configure and setup the Universal Service and scheduling PTask6 to perform routinely scheduled maintenance and backups of the database.
- If CLIENT's DBA schedules their own backups, PARADIGM will work with DBA to ensure proper files are included.

27. Milestone 28 – Go-Live Prep – Purge Test Data and Final Steps Prior to Go-Live

- PARADIGM will review various tables and schemas that may need to be purged before Go-Live, as well as final steps/procedures to prepare for Go-Live.
- PARADIGM to perform file backup.
- Depending on the CLIENT's configuration, data may need to be reloaded after final test data purge.
- Examples of potential Tables that certain months or all data would need to be purged prior to Go-Live:
 - InsFunds tables (Purge and Reload if Upgrade)
 - Z Out (Purge and Reload)
 - Trans table for the testing period
 - Hold Table (Hold.Trans)
 - Actg Batch table (If Using AR and Aging)
 - A2_Payment table (If using AR and Aging)
 - Offense Table (if using offenses)
 - CustomFreeUnits Trans (If Using Custom Free Units)
 - Purge History Schema (Use DBUpdate)
 - Purge Audit Logs (Use DBUpdate)
 - Reset Sequence Numbers
 - To prevent issues of the office editing recent tickets after Go-Live that may not exist at a site's database, it is recommended to load 3 months of transactions prior to Go-Live. (Please note that if there are multiple sites/instances of the software/database, these steps will need to occur for each instance.)

28. Milestone 29 – Go-Live

- PARADIGM and CLIENT will participate in this Milestone to cutover from the current solution to *WeighStation™* CW6.

29. Milestone 30 – Final Historical Transaction Data Conversion

- PARADIGM may need to reload most recent transactions up to Go-Live.
- PARADIGM will convert any additional historical transaction data as required per the Agreement.
- Setup tables should not be reloaded after Go-Live.

30. Milestone 31 – Post Installation Checklist

- PARADIGM will review Post Installation Checklist to ensure all items have been completed.
- PARADIGM will provide the Final Installation Note document to the CLIENT to assist with understanding the transition from the Implementation Division to the Support and Services Division.

31. Milestone 32 – Knowledge Transfer from Implementation to Support and Services

After a full billing has occurred, the Implementation Specialist will present the details of the project to the Support and Services Division.

- Present the installation to the Support and Services Division. Show Visio, Transaction Scenario Guide, Photos, etc. and discuss overview of the installation.
- Review any special modules or customizations that were needed, as well as WeighPay and Posting Details.
- Discuss VPN tab to ensure techs know how to connect for support.
- Also discuss any open incidents (if applicable).
- All prerequisite Milestones must be closed prior to requesting the transfer.

32. Milestone 33 – Implementation Manager Post Go-Live Follow-Up

- PARADIGM's Implementation Manager will schedule a call with the CLIENT's primary contact to discuss the implementation. The purpose of this call is to provide a Quality Assurance check on how the implementation proceeded from start to finish. We will be ensuring our staff has met the expectations of the CLIENT and if there are any open items that need to be address.

33. Milestone 34 – Introduction to the Support and Services Manager

- Schedule call with Support and Services Manager, Lead Implementation Specialist and CLIENT's Primary Contact to introduce the Support and Services Manager and detail the support process to the CLIENT to ensure CLIENT is contacting support for support related issues going forward.

34. Milestone 35 – Business Development Follow-Up

Task for Business Development to contact CLIENT's Primary Contact to perform a Quality Assurance assessment of the entire process from Start to Finish.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT B

Purchase Price Schedule

Qty	UM	Description	Unit Price	Extended Price
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Licensing, Customization, and Implementation Total: **\$0.00***

Annual Support Services Total: **\$0.00***

*Exclusive of any applicable taxes.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT C

Licensing, Customization, and Implementation Payment Schedule

Percentage Due:	Amount Due:
100% - Hardware Due Upon Contract Acceptance Prior to Installation	\$0.00
100% - Due Upon Contract Acceptance (Schedule A of Addendum C)	\$0.00
40% - Due Upon Contract Execution	\$0.00
25% - Due Upon Receipt of Baseline Software	\$0.00
25% - Due Upon Go-Live	\$0.00
10% - Due 30 Days After Go-Live	\$0.00
	<u>\$0.00*</u>

Annual Support Services Payment Schedule

Percentage Due:	Amount Due:
100% - Due 90 Days After Go-Live	\$0.00
100% - Due 90 Days After Go-Live (Schedule B of Addendum C)	\$0.00
	<u>\$0.00*</u>

*Exclusive of any applicable taxes.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM B Service Levels

1. Definitions

In this Addendum B, the words set out below will have the following meanings:

- “**Business Day**” shall refer to 7:00 a.m. to 7:00 p.m. (Eastern Time) Monday, Tuesday, Wednesday, Thursday, and Friday, except for statutory holidays
- “**Custom Hardware**” means all hardware assembled or manufactured to meet CLIENT specifications and supplied to the CLIENT by PARADIGM pursuant to the Agreement to which this Addendum B is attached
- “**Incident**” means any CLIENT query, defect, problem or error regarding the Software, Hardware, or Custom Hardware that the CLIENT purchased or leased from PARADIGM.
- “**Hardware**” means all hardware supplied to the CLIENT by PARADIGM pursuant to the Agreement to which this Addendum B is attached
- “**Software**” means all software supplied to the CLIENT by PARADIGM pursuant to the Agreement to which this Addendum B is attached
- “**Statutory Holidays**” – the following days are the statutory holidays that PARADIGM's Offices are closed. If any changes, PARADIGM will provide a holiday schedule for the upcoming calendar year by November 30th of the preceding year each year during the Term:
 - **New Year's Day** – January 1st if it falls on a weekday, else the Monday following
 - **Good Friday** – Friday before Easter Sunday
 - **Memorial Day** – The last Monday in May
 - **Independence Day** – July 4th if it falls on a weekday, else the Monday following
 - **Labor Day** – The first Monday in September
 - **Thanksgiving** – The fourth Thursday in November
 - **Christmas Day** – December 25th if it falls on a weekday, else the Monday following Christmas Day

2. Statement of Intent

The aim of the Service Level Requirements is to provide a basis for close co-operation between PARADIGM and the CLIENT for support services to be provided by PARADIGM to the CLIENT, thereby ensuring a timely and efficient resolution to any Incidents encountered by the CLIENT in the use of Software.

3. Objectives of Service Level Requirements

The CLIENT and PARADIGM acknowledge and agree that the purpose of this Addendum B is:

- To create an environment of co-operative relationship between PARADIGM and the CLIENT to ensure effective support for the CLIENT's end users.

- To document the responsibilities of the CLIENT and PARADIGM with respect to the Service Level Requirements.
- To ensure that the CLIENT achieves the provision of high quality of service for its end users with the full support of PARADIGM.
- To define the services to be provided by PARADIGM and the level of service, which can be expected by the CLIENT.
- To detail the information PARADIGM requires from the CLIENT in order for PARADIGM to begin its investigations of an Incident.
- To provide a common understanding of service requirements/capabilities.

4. Service Types

The success of the Service Level Requirements depends fundamentally on the ability of the CLIENT and PARADIGM to communicate credible and reliable information.

First, the CLIENT and PARADIGM acknowledge and agree that it is important that there be a clear chain of communication between PARADIGM and the CLIENT.

Second, the CLIENT and PARADIGM acknowledge and agree that it is important that there be a clear matrix of responsibility between the Parties. The various service types are listed and described in this Section 4. The service types “Type 5” and “Type 6” are exclusive to PARADIGM; in some instances, CLIENTs/Partners may support Types 1-4 in part or in whole.

During the provision of Standard Support Services, PARADIGM is required to comply with the CLIENT’s protocols for remote access and software change control.

4.1 Type 1 – Help Desk and Basic Configuration Support

- Respond to phone / mail / electronic communications
- Provide end users with how-to guidance
- Provide Administrative users with help on basic configuration
- Account setup configuration for Haulers and Jobs
- Inform CLIENT of closure of Type 1 ticket
- Escalation / dispatch to Type 2 or Type 3

4.2 Type 2 – Hardware Support

- Initial Hardware configuration
- Initial Server Environment set-up
- Diagnostic assistance
- Troubleshooting devices and network
- Repair and supply of custom hardware (provided by PARADIGM per manufacturer’s warranty)
- Inform CLIENT of closure of Type 2 ticket
- Escalation / dispatch to Type 2 or Type 3

4.3 Type 3 – Advanced Support

- Advanced configuration settings

- Diagnostics of Incidents
- Problem replication
- Third-Party software integrations (provided by PARADIGM)
- Inform CLIENT of closure of Type 3 ticket
- Escalation / dispatch to Type 5

4.4 Type 4 – Updates and Installations

- Provide Updates to CLIENT for installation in Test Environment
- Provide Updates to CLIENT for installation in Production Environment

4.5 Type 5 – Product Development

- New features within Version or fixes requiring code changes
- Interfaces to other systems
- Customizations

4.6 Type 6 – Review and Refresh (Billable)

- Multi-day session on topics to be agreed with CLIENT; may be on-site or remote
- Review application configuration and hardware deployment
- Demonstration of new features or options
- Deliver training sessions as requested by CLIENT
- Advise on Best Practices

5. Service Level Requirements

5.1 Incident Severity Ranking

Severities for all Incidents in which the Software is not operating as described in the Agreement, will be jointly classified by the CLIENT and PARADIGM under one of the following three classifications and according to their “severity ranking” impact on core areas of the Software function listed in the table below:

Displaying information to Operators
 Capturing information from site peripherals
 Acquiring / Storing information from the Software

Severity Ranking	Identification	Description
1	Emergency	Complete stop or major breach of the Software or Hardware ceases CLIENT operations for one or more users at a critical period. (Example: unable to process transactions, major failure, server shutdown, unable to start the application on multiple computers, a hardware failure that affects all operations, etc.).
2	High	Major problem that disrupts operations during working hours. A work around may be available to assist the

		CLIENT until the problem is resolved. Note: Issuing transaction tickets manually is not an acceptable work around; such a situation would be considered an incident with a severity ranking of “Emergency”. (Example: Application problem affecting multiple staff or core work processes, such as transaction processing, collecting charges for account customers or rate calculations).
3	Medium	Problem that impacts operations and requires resolution and has an acceptable workaround for the short term. (Example: A limited problem affecting only a few staff or minor work process but where a work around exists, such as rate settings for statutory holidays or administrative reporting).
4	Low	Minor problem or request for information from users. (Example: Configuration settings, requests for information purposes only, etc.).
5	Wish List	Suggestions for improvement, ideas or input from CLIENTS that would be considered for future updates or upgrades to the application.

5.2 Response and Resolution Times

Severity Ranking	Response time	Corrective Plan	Required Outcome
1 Emergency	Respond immediately to the CLIENT or contact in the immediate hour of receiving the incident notification	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within four hours
2 High	Respond immediately to the CLIENT or contact within one hour of receiving the incident notification	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within one (1) business day, or as agreed to by the Contractor and CLIENT representative
3 Medium	Respond immediately to the CLIENT or contact	Establish plan to correct failure within twenty-four (24) hours	Return to normal operation within two (2) business days including

	within two business hours of receiving the incident notification		weekends or as agreed to by the Contractor and CLIENT representative
4 Low	Respond immediately to the CLIENT or contact within one business day of receiving the incident notification	Establish plan to correct failure within forty-eight (48) hours	Return to normal operation within five (5) business days or as agreed to by the Contractor and CLIENT representative

5.3 Response Times Not Met – Required Actions

To the extent of the above-mentioned table, if an Incident is not fixed within the time periods specified in the “Required Outcomes” column of the table in Section 5.2 of this Addendum B and/or would have a noticeable and negative effect on the CLIENT’s operations, the CLIENT can escalate and address the problematic situation with the management team of PARADIGM to agree on a plan of corrective actions. As part of PARADIGM’s Service Level Monitoring, all incidents with a Severity Ranking of 1, 2, or 3 will automatically be escalated by PARADIGM to the designated PARADIGM and CLIENT management contacts.

Response Time Exceeded	CLIENT will contact Support and Services Manager to expedite response
Corrective Plan Time Exceeded	CLIENT will request Support and Services Manager to support problem diagnosis

6. Paradigm Support and Services Hours of Service Emergency Severity Incidents

PARADIGM offers telephone coverage 24x7x365 for **incidents with critical impact on operations, i.e. those with “Emergency” severity ranking as defined by the table in Section 5.1 of the Addendum B**, with response time for Emergency Incidents **within one hour**.

Other Incidents are worked per the following rules:

- **Regular Business Days – During Office Hours – Monday to Friday 7:00 a.m. to 7:00 p.m. (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour throughout the day
- **Regular Business Days – Outside Office Hours – Monday to Friday 7:00 p.m. to 7:00 a.m. (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day

- **Weekends – Friday to Monday 7:00 p.m. to 7:00 a.m. (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Statutory Holidays – From 7:00 p.m. on the eve of the Statutory Holiday until 7:00 a.m. the morning following the Statutory Holiday (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day

7. Paradigm Primary Reporting Responsibilities

PARADIGM proposes to review, on an annual basis, the performance of the Support and Services Division in the delivery of services and to implement the necessary measures in the event where improvements are needed.

Included in the review process shall be mutually agreed upon key performance indicators (KPIs). At a minimum, these KPIs will include:

- A list of all incidents logged with PARADIGM in the reporting period including time, date, and details.
- An indicator if the Service Level was met for each Incident.

8. Client Primary Reporting Responsibilities

CLIENT will provide a prime and secondary Contact(s) through which all reported problems encountered by the CLIENT would be funneled for subsequent notification to PARADIGM. These individuals must have a working knowledge of the software and equipment and will be responsible for managing user access, and for recording and reporting of problems.

The CLIENT is responsible for providing services for the recording, referral and resolution of all faults encountered by end users throughout the CLIENT's operation. The CLIENT will refer all problems to PARADIGM in a timely manner using the outline below to describe the problems:

- Date / Time Reported:
- Reported by:
- Software affected:
- Equipment affected:
- Problem Description - examples / pictures / screen shots, as available
- Serial Number of Equipment on which Problem was detected:
- Statement of Impact on CLIENT Operations:
- Other pertinent information (as appropriate):
- The CLIENT will supply PARADIGM with reasonable remote electronic access to the Equipment, Software, or any computer hardware where the software and data files may reside in order that PARADIGM can investigate reported problems.
- To maintain ongoing Standard Support Services, the CLIENT is responsible to ensure all Support payments to PARADIGM are current.

9. Complaints

All complaints relating to the operation of the support service by either party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems. Such complaints may relate to the following aspects:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document or the relationship between the CLIENT and PARADIGM.

10. Other Service Level Requirements Exclusions

Services provided do not include support for system environment changes necessitated by the CLIENT or outside of the control of PARADIGM. Examples of exclusions include, but are not limited to:

- CLIENT infrastructure equipment upgrades or re-installations (e.g. Servers, DBMS Upgrades, Network Changes, File migrations, Middleware Upgrades, etc.)

Third-Party Vendor software changes (e.g. New Versions, Interfaces, File Imports / Exports, Anti-Virus, etc.)

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM C

Credit Card Gateway Processing

PARADIGM SOFTWARE, L.L.C. ("PARADIGM"), by its acceptance of the Standard Support Services and Licensing Agreement (the "Agreement"), agrees to provide Credit Card Services as defined in and in accordance terms and conditions set forth in Schedule A and Schedule B hereto ("Credit Card Services"). The Terms and Conditions of this Addendum and Schedule A and Schedule B shall relate only to the CardConnect Services.

THIS ADDENDUM, INCLUDING ALL OF ITS TERMS AND CONDITIONS, IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO CREDIT CARD SERVICES AND CANNOT BE MODIFIED EXCEPT BY WRITING SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. EXCEPT FOR THE TERMS OF THIS ADDENDUM AND ITS SCHEDULE A AND SCHEDULE B, THE ORIGINAL AGREEMENT SHALL OTHERWISE REMAIN IN FULL FORCE AND EFFECT. CLIENT UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS ADDENDUM REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES WHICH ARE SET FORTH ON THE REVERSE SIDE OF THIS PAGE. BY SIGNING WHERE INDICATED BELOW, CLIENT ACCEPTS THESE TERMS AND AFFIRMS THAT IT UNDERSTANDS THAT TO CHANGE THEM WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS CONTRACT.

TERMS & CONDITIONS

TO CREDIT CARD PROCESSING GATEWAY SERVICE

These Terms and Conditions, as well as the terms set forth in the terms of the Agreement to which they are attached, constitute the Addendum (“Addendum”) between Paradigm Software, L.L.C. (“PARADIGM”) and the contractual party utilizing the Products and Services hereunder (“CLIENT”). The terms herein shall relate only to the use and provision of the Products and Services defined herein. For adequate consideration, the receipt of which is hereby acknowledged, PARADIGM and CLIENT, intending to be legally bound, mutually agree to the following terms and conditions:

1. **Definitions.** Certain capitalized terms shall have the meanings set forth below:
 - 1.2. “**Authorized Users**” means persons or entities that are authorized by CLIENT to access and use the Services.
 - 1.3. “**Documentation**” means the written materials provided to CLIENT, including terms and conditions, training manuals, support policies, API and related documentation, integration tools and manuals and other related documentation to assist or describe the Services and/or the Products provided through PARADIGM.
 - 1.4. “**Engagement Hardware**” means the applicable hardware provided through PARADIGM to the CLIENT and certified for use with the Services and used by CLIENT to enable the use of certain of the Services.
 - 1.5. “**Gateway Services**” means the transaction processing services provided to CLIENT through PARADIGM’s Vendor, including the transmission, acceptance and authorization of credit, debit ACH and other transactions on behalf of CLIENT to a payment processing network.
 - 1.6. “**Credit Card Platform**” means the cloud-based payment solution owned and maintained by PARADIGM’s Vendor including the hardware and software utilized for processing credit, debit and other transactions as well as transmitting other data between a CLIENT, a software solution utilized by a CLIENT, as well as the consumers of the goods and/or services provided by the CLIENT.
 - 1.7. “**Product(s)**” means all equipment, Engagement Hardware, firmware, Software, and other applications, including all updates, modifications, enhancements, replacements, provided to CLIENT through PARADIGM under this Addendum.
 - 1.8. “**Services**” means the services provided by PARADIGM to allow CLIENT to access the select Gateway Services provided by Vendor and its Credit Card Platform.
 - 1.9. “**Software**” means the software programs, including without limitation the software related to the Gateway Services and Credit Card Platform as well as related software & all pass-thru software licenses from third-party software providers whose software is part of the offering under this Addendum.
 - 1.10. “**Vendor**” shall mean the owner and operator of the Processing and/or Gateway Platform. For the purposes of this Addendum, CLIENT has selected:
 - CardConnect
 - nmi, Inc.

- 2. Use of Services and Products.** Subject to and conditioned on CLIENT's and its Authorized Users' compliance with the terms and conditions of this Addendum, during the Term, CLIENT and its Authorized Users may access and use the Services and the Products. PARADIGM shall use commercially reasonable efforts to provide the Services to CLIENT and its Authorized Users. Any terms for the purchase of Engagement Hardware shall be set forth in the applicable Schedule. PARADIGM may, in its discretion from time to time, without liability to CLIENT, revise, modify, update, limit or replace any Products or Services in whole or in part, provided the Products and Services are not adversely affected in any material manner and PARADIGM provides reasonable notice to CLIENT prior to the occurrence of any such event.
- 3. Documentation.** PARADIGM shall provide CLIENT access to electronic versions of any applicable Documentation that PARADIGM makes generally available to its CLIENTS of the same Services and Products. CLIENT may print and reproduce the Documentation provided that: (i) the number of such copies is limited to those reasonably required for use by CLIENT, including, without limitation, training and archival purposes; and (ii) proprietary notices contained in the original copies of the Documentation are reproduced and included in all copies, whether such copies are made in whole or in part.
- 4. Client Responsibilities**
 - 4.1.** CLIENT agrees to use the Products and Services in accordance with applicable laws and the Documentation provided by or through PARADIGM.
 - 4.2.** CLIENT is responsible for assuring the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all data as it is entered or uploaded. PARADIGM is not responsible for any inability to perform Services due to CLIENT's use of improperly formatted or corrupt files, viruses on media provided, or incompatible backup media or software.
 - 4.3.** CLIENT shall not transmit or store data that is subject to the rights of any third parties without first obtaining all required authorizations, consents, and/or rights in writing from such third parties. CLIENT shall ensure that its use of the Product complies with all laws directly or indirectly applicable to CLIENT and its Authorized Users. CLIENT agrees to execute any and all documents and comply with any and all applicable procedures, rules and regulations which PARADIGM, its Vendor or applicable law may require in connection with the Products and Services, including without limitation, procedures, regulations, and rules, as may be amended from time to time, promulgated by American Express, MasterCard, VISA, Discover, various other payment networks, NACHA, the settlement bank, and insurance carriers (collectively "Association Rules"). CLIENT also agrees to adhere to such rules and regulations as are required by governmental agencies having jurisdiction over the transactions contemplated herein. CLIENT agrees to not directly and knowingly use the Products or Services to engage in any activities in violation of federal or state anti-kickback laws. PARADIGM IS NOT LIABLE OR RESPONSIBLE FOR ANY ACTS OR OMISSIONS IN RELATION TO CLIENT'S OR ITS AUTHORIZED USERS' USE OF THE SERVICES OR PRODUCTS, INCLUDING WITHOUT LIMITATION USE OF THE SERVICES AND PRODUCTS IN WAYS THAT ARE NOT IN COMPLIANCE WITH LAWS.
 - 4.4.** CLIENT understands that CLIENT may not process transactions on behalf of any other entity or individual and that the use of the Products and Services is provided herein as a service for a single merchant account. Any attempt to use the Products and Services herein

for more than one Merchant account without additional agreements and fees for each merchant may result in additional fees and charges, the revocation of rights to the Products and/or Services and termination of this Addendum.

4.5. This Addendum may not be sold, traded, assumed or otherwise transferred to another individual or entity without the express written consent of PARADIGM.

- 5. Authorized Users.** CLIENT shall be responsible for ensuring Authorized Users' compliance with the terms set forth herein, the applicable laws or other agreements, all acts or omissions by Authorized Users, and for any damages incurred as a result thereof. CLIENT shall have sole responsibility for terminating the access previously granted to any Authorized User, whether for termination of employment, reassignment, or any other cause. PARADIGM may disable an Authorized User's access to the Services at any time in its sole discretion if PARADIGM has reason to believe that such Authorized User poses a security risk or has violated the terms of this Addendum. CLIENT is responsible for designating user IDs and passwords for any and all Authorized Users. CLIENT agrees to hold all passwords, user IDs or other system access credentials and information under close control and shall notify PARADIGM immediately if access to such information is, or is thought to have been, released to any unauthorized party. CLIENT agrees not to allow multiple users to access the Software using a common account or user credentials. Security and control of assigned user ID's and passwords are the sole responsibility of CLIENT and PARADIGM shall not be held responsible in any way for any breach in system security as a result of CLIENT's actions or inactions relating thereto.
- 6. User Ids.** CLIENT is solely responsible and liable for all activity occurring under the user IDs and passwords issued in connection with this Addendum whether or not such activities have been authorized by CLIENT. CLIENT shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with its use of the Products and Services as contemplated by this Addendum, including those related to data privacy, international communications and the transmission of technical or personal data. CLIENT shall: (i) notify PARADIGM immediately in writing of any unauthorized use of any password or user ID or any other suspected or known breach of security, including the loss or theft of any password or user ID or computer or device containing such information; (ii) take all steps reasonably necessary to prevent access and use of the Services by unauthorized users; and (iii) not provide false identity information to gain access to or use of the Services or the Software.
- 7. Payment Terms.** CLIENT shall pay the fees for the Products and Services as set forth in the Sales Agreement. The fees and charges shall be debited or billed in accordance with the terms of the Original Agreement.
- 8. Products.** At no time shall CLIENT utilize the Products or Services in any manner not consistent with the Documentation or the terms herein and shall not attempt to open any Engagement Hardware in any way. CLIENT shall follow any and all instructions in relation to the operation of the Products. To utilize the Services, CLIENT will be required to purchase Engagement Hardware and keep such Engagement Hardware in good working order. PARADIGM shall not be responsible for any misuse, neglect or abuse of, tampering with or any external forces affecting the Engagement Hardware. CLIENT shall be responsible for the

purchase, installation and maintenance of any and all Engagement Hardware necessary for the provision of Services and to access the Software. The Engagement Hardware shall be subject to a manufacturer's warranty as between CLIENT and the device manufacturer as administered by the manufacturer. PARADIGM does not provide any warranties of any kind for the Engagement Hardware. Title and risk of loss of the Engagement Hardware shall pass to CLIENT upon shipment. CLIENT shall be responsible for all costs of insurance, taxes, storage, and transportation of the Engagement Hardware. PARADIGM assigns to CLIENT any third-party warranties and indemnities for the Engagement Hardware. CLIENT's sole and exclusive remedy for the breach of any such third-party obligations shall be against the applicable third-party manufacturer or Vendor, and not against PARADIGM.

9. Telecommunications; Internet access. For the avoidance of doubt, PARADIGM does not provide telecommunication or other wireless or internet services. CLIENT is responsible for obtaining access to the Internet using appropriate equipment and for ensuring proper security of CLIENT's systems and access to the Services. CLIENT agrees to process data using third party programs, including specifically internet "browser" programs that support appropriate data security protocols compliant with applicable laws. PARADIGM makes no warranties of any kind and expressly disclaims in regard to the security and/or the services provided by any third-party telecommunication or any wireless or internet provider. PARADIGM shall not be responsible or liable for any failure, delay or deficiency in communications or transmission facilities, integration into third party software, infrastructure or Services.

10. Improper Use. Failure to comply with the terms of this Addendum or the Documentation may result in damage to the Products. PARADIGM shall have no liability for damage or any losses to the extent that it resulted from CLIENT's negligence, willful misconduct or failure to comply with the terms of this Addendum, the Documentation, or any other written instructions provided by PARADIGM or the Vendor to CLIENT.

11. Ownership. Except as otherwise provided for herein, this Addendum shall not be deemed to grant to CLIENT or any Authorized User any ownership interest in the Products, Documentation, or Services. All Products, Documentation, Services and any derivative works based thereon, including any improvements, enhancements, modifications, updates, versions and releases, whether or not patentable or registered, will remain the exclusive property of PARADIGM (collectively, the "**PARADIGM Materials**") or the Vendor. PARADIGM expressly reserves all rights to PARADIGM Materials not specifically granted herein. CLIENT shall not: (i) attempt to assign the right to access or use the Products or Services to any third party; (ii) allow or authorize access to or use of the Products or Services to any persons other than Authorized Users; (iii) use the Products or Services for any purpose other than CLIENT's own internal business purposes; (iv) reverse engineer, disassemble or decompile the Products or Services or attempt in any fashion to obtain the source code to the Software or the Credit Card Platform; (v) knowingly use the Products or Services to send or store infringing or unlawful material or information; (vi) knowingly use the Products or Services to send or store material containing harmful computer codes, viruses, files, scripts, agents, or programs; (vii) interfere with or disrupt the integrity of the Products or the Software

contained therein or Services or the data contained therein, or (viii) attempt to gain unauthorized access to the Software or Services or related systems or networks.

12. Confidential Data. The Products and Services enable CLIENT to transmit, store, and receive certain information relating to financial transactions for CLIENT and its Authorized Users (the "Services Data"). The Services Data will include confidential information of CLIENT's Authorized Users. State and federal laws, as well as ethical and licensure requirements, may impose obligations with respect to confidentiality and other obligations that may limit the right of CLIENT and persons acting on its behalf to make use of the Services or to transmit certain information to third parties. CLIENT represents and warrants that it will, at all times during the term of this Addendum and thereafter, comply with all laws that are directly or indirectly applicable to, or that may now or hereafter govern, the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the Services Data. It shall be CLIENT's responsibility to cause all persons or entities under its direction or control, including Authorized Users, to comply with any such applicable laws. CLIENT, at all times during the term of this Addendum and thereafter, shall be solely responsible for obtaining and maintaining all legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit, and view the Services Data transmitted, stored, or received in connection with the Services. CLIENT ACKNOWLEDGES THAT PARADIGM WILL NOT ACCESS, RETRIEVE, STORE OR USE SERVICES DATA IN CONNECTION WITH CLIENT'S USE AND OPERATION OF THE SERVICES. PARADIGM DISCLAIMS ANY OBLIGATIONS RELATED TO SERVICES DATA. PARADIGM IS NOT LIABLE OR RESPONSIBLE FOR ANY CLIENT ACTS OR OMISSIONS IN USING THE SERVICES IN WAYS THAT ARE NOT IN COMPLIANCE WITH ANY APPLICABLE LAWS OR OTHER REQUIREMENTS OR CLIENT'S USE OR MISUSE OF DATA TRANSMITTED, MONITORED, STORED, OR RECEIVED BY IT.

13. Equitable Relief. The parties acknowledge that monetary remedies may be inadequate to protect rights in Confidential Information and that, in addition to legal remedies otherwise available, injunctive relief is an appropriate judicial remedy to protect such rights.

14. Warranties and Disclaimers. Subject to the limitations of this section and subject to such limitations as are expressly provided elsewhere in this Addendum, PARADIGM represents and warrants that PARADIGM has the legal right to perform the Services and provide Products to CLIENT and its Authorized Users, either itself or through third parties. The Services provided by it hereunder shall be performed, in all material respects, in a professional, timely, and workmanlike manner. In the event CLIENT believes PARADIGM has breached the warranty in the foregoing sentence, CLIENT shall promptly notify PARADIGM thereof including information necessary to allow PARADIGM to examine the issue and to re-perform any Services containing reproducible errors. THE SERVICES AND PRODUCTS ARE PROVIDED TO CLIENT ON AN "AS IS," WITH ALL FAULTS BASIS. PARADIGM MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE EXCEPT FOR THE EXPRESS WARRANTIES AND COVENANTS HEREIN. PARADIGM MAKES NO

REPRESENTATION OR WARRANTY THAT THE SERVICES DATA OR THE SOFTWARE IS ACCURATE, COMPLETE, OR RELIABLE. PARADIGM FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES THAT CLIENT'S ACCESS TO AND USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; FREE OF VIRUSES, UNAUTHORIZED CODE, OR POTENTIALLY HARMFUL COMPONENTS; WITHOUT DELAY; OR SECURE. For the avoidance of doubt, PARADIGM makes no warranties of any kind in regard to the services provided by any telephone company or other telecommunications provider. PARADIGM shall not be responsible for any failure of any telecommunications provider however constituted or described. Some jurisdictions do not permit the exclusion or limitation of implied warranties. Therefore, only if required by applicable law, some or all of the exclusions or limitations above may not apply.

15. Exclusion of Damages. IN NO EVENT SHALL PARADIGM BE LIABLE TO CLIENT FOR ANY INDIRECT, NON-COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR REVENUE, LOST SAVINGS, LOSS OF DATA OR BUSINESS OPPORTUNITY, ANY GOVERNMENTAL, AGENCY, AND/OR REGULATORY FINES OR COSTS, OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE OF THE SERVICES OR ENGAGEMENT HARDWARE, OR ERRORS, INACCURACIES, OMISSIONS, DEFECTS, UNTIMELINESS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY PARADIGM OR ANY THIRD PARTY SOFTWARE PROVIDERS. THE FOREGOING EXCLUSION SHALL APPLY WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. Some jurisdictions do not permit the exclusion of certain types of damages. Therefore, only if required by applicable law, some or all of the exclusions above may not apply.

16. Limitations of Liability. EXCEPT FOR THE EXPRESS WARRANTIES AND COVENANTS HEREIN, CLIENT EXPRESSLY WAIVES AND SHALL NOT MAKE ANY CLAIM OF ANY KIND AGAINST PARADIGM ARISING OUT OF THE FAILURE OF PERFORMANCE OF THE PRODUCT, THE SERVICES OR THE CREDIT CARD PLATFORM, PAYMENT TERMINALS OR THE GATEWAY OR ARISING OUT OF THE BREACH OF ANY WARRANTY PROVIDED BY PARADIGM, OR THE MANUFACTURER OF EQUIPMENT. IF, DESPITE THE OTHER TERMS OF THIS AGREEMENT, PARADIGM HAS ANY LIABILITY TO CLIENT FOR ANY LOSS, HARM OR DAMAGE, THE PARTIES AGREE THAT PARADIGM'S LIABILITY TO CLIENT OR ANY OTHER PERSON UNDER OR RELATED TO ANY AND ALL SUCH LOSSES, HARMS, OR DAMAGES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT AND RECEIVED BY PARADIGM SPECIFICALLY FOR THE SERVICES (EXCLUDING THIRD PARTY PASS-THROUGH FEES OR EXPENSES) PROVIDED PURSUANT TO THIS AGREEMENT IN THE THREE (3) MONTHS PRIOR TO THE FIRST OCCURRENCE GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREIN. CLIENT ACKNOWLEDGES THAT, ABSENT ITS AGREEMENT TO

THIS LIMITATION OF LIABILITY, PARADIGM WOULD NOT PROVIDE THE SERVICES TO CLIENT.

- 17. Indemnification.** PARADIGM shall defend and hold harmless CLIENT and its Affiliates, officers, directors and employees from any claim that the use of the Services violates or infringes any third party's patent, copyright, trade secret or any other intellectual property rights. CLIENT shall give PARADIGM prompt notice of any such claim, shall cooperate fully with PARADIGM in its defense of the claim, and PARADIGM shall have sole control of the defense and settlement of any such claim. Should the Services hereunder be made the subject of any claim alleging misappropriation or infringement of any patent, copyright, trade secret, trademark or other intellectual property rights of any third person, PARADIGM's sole liability shall be, at its option, to procure the right to use Services free of such liability or to replace or modify the Services to be non-infringing. In the event that neither of the foregoing options is commercially reasonable in PARADIGM's sole discretion, PARADIGM shall have the right to terminate this Addendum without further obligation and shall return to CLIENT any prepaid fees for Services not yet rendered. PARADIGM shall have no obligation to defend or indemnify CLIENT for any claim arising from CLIENT's use of the Services inconsistent with its Documentation or in combination with any software not provided or approved by PARADIGM.
- 18. Term.** This Addendum shall be effective on the date hereof and shall continue for the length of the term of the Original Addendum (the "**Initial Term**") and shall continue thereafter for successive additional one-year terms (each a "**Renewal Period**" and together with the Initial Term, the "**Term**") unless either party hereto provide written notice to the other of its intent not to renew at least sixty (60) days prior to the end of the then-current Term.
- 19. Intended Third Party Beneficiary.** Vendor shall be designated as an intended third-party beneficiary of the contractual rights of PARADIGM herein and under the Original Agreement with respect to the Products and Services that are the subject of this Addendum.

SCHEDULE A

Qty	UM	Description	Unit Price	Extended Price
		Setup Fees (One-Time)		
	EA	Gateway Account Setup Fee	\$0.00	\$0.00
	EA	Terminal Setup Fee	\$0.00	\$0.00
	EA	Equipment – Ingenico iSC250	\$0.00	\$0.00
<u>Project Total:</u>				<u>\$0.00</u>

SCHEDULE B

Qty	UM	Description	Unit Price	Extended Price	Annual Service Charge
0	MO	Gateway Account Monthly Fee (per account per month – recurring fee – will be added pro-rata based on Go-Live compared to renewal term)	\$0.00	\$0.00	\$0.00
0	MO	Gateway Terminal Monthly Fee (per terminal per month – recurring fee – will be added pro-rata based on Go-Live compared to renewal term)	\$0.00	\$0.00	\$0.00
0	MO	Gateway Per Transaction Tier*	\$0.00	\$0.00	\$0.00
<u>Annual Service Charge:</u>					<u>\$0.00 / Year</u>

* Gateway Per Transaction Tier: The Gateway Per Transaction Tier fee is calculated based on **XX,000** estimated annual credit card transactions. If the CLIENT’S average exceeds **X,000** transactions per month for the term, the CLIENT will be moved to the next higher tier as shown in the table below for the following renewal term. A reconciliation will be performed on or around **December 1, 20XX** and annually each **December** thereafter during the term to determine the tier for the following renewal term.

Current Gateway Services Fee Tiers**

Description – Gateway Per Transaction Tiers	Monthly Fees	Annual Fees
<1,000 transactions per month	\$160.00	\$1,920.00
>1,000 and up to 3,000 transactions per month	\$425.00	\$5,100.00
>3,000 and up to 5,000 transactions per month	\$675.00	\$8,100.00
>5,000 and up to 10,000 transactions per month	\$1,000.00	\$12,000.00
>10,000 and up to 12,500 transactions per month	\$1,500.00	\$18,000.00
>12,500 and up to 15,000 transactions per month	\$1,900.00	\$22,800.00
>15,000 and up to 20,000 transactions per month	\$2,400.00	\$28,800.00
Unattended Gateway Per Transaction Tier (Up to 5,000 transactions per terminal per month)	\$50.00	\$600.00

**Fees are subject to change annually. PARADIGM will provide CLIENT with at least sixty (60) days’ notice prior to the renewal term of any changes to the fees listed in the Current Gateway Services Fee Tiers table.

11.0 Minimum/Recommended Solution Requirements

The solution's hardware requirements are generally exceptionally low. Supporting applications, such as MS SQL Server require much more robust system specifications. These specifications assume that other supporting applications are installed locally.

NOTE: Minimum System Requirements are based on typical customer configurations and usage. Requirements will vary based on actual configuration and usage. * With applicable Service Packs while under Microsoft Support.

Base Requirements

Hardware/Software	Recommended Minimum	Preferred (or higher)
Crystal Runtime	13.0.5	13.0.5
.NET Framework	4.8	4.8+
MSMQ	Required	Required

Requirements for Office Server

Requirement	Recommended Minimum	Preferred (or higher)
CPU	Dual-Core Processor 2.0 GHz	Quad-Core Processor 2.4GHz
Memory	8 GB RAM	16 GB RAM
Hard Drive	250 GB	500 GB SSD
Operating System	Windows Server 2016 R2*	Windows Server 2019
SQL Server	SQL Server 2016	SQL Server 2019

Requirements for Site Server

Requirement	Recommended Minimum	Preferred (or higher)
CPU	Dual-Core Processor 2.0 GHz	Quad-Core Processor 2.4GHz
Memory	8 GB RAM	16 GB RAM
Hard Drive	250 GB	500 GB
Operating System	Windows Server 2016 R2*	Windows Server 2019
SQL Server	SQL Express 2016	SQL Express 2019

Requirements for Client

Requirement	Recommended Minimum	Preferred (or higher)
CPU	Dual-Core Processor 2.0 GHz	Quad-Core Processor 2.4 GHz
Memory	4 GB RAM	8 GB RAM
Hard Drive	160 GB	250 GB
Operating System	Windows 10 Pro (x64)	Windows 11 Pro (x64)
Microsoft Office	Office 2016	Office 365

SQL Versioning

For the main SQL database instance, Paradigm recommends a full version of SQL. For site(s) local databases, Express versions of SQL may be sufficient.

File Permissions

PD6 Sub-Folder Name	Minimum Permission
Backup	Read
Customers	Read, Write, Modify
Data	Read
EXE	Read
Help	Read
Install	Read

For the typical end-user, rights to the PD6 sub-folders should be set as shown at a minimum. These permissions are not sufficient to install an update to the CW6 solution. Full Control of the entire PD6 directory is required to update the CW6 solution. Full control should be granted to administrators.

Firewall Exceptions

Component	Protocol	Port
Microsoft SQL Server	TCP	1433
Microsoft SQL Server Browser	UDP	1434
Microsoft Message Queuing	TCP	1801
*paradigmsoftware.com	TCP	443
Cloud File Storage		*.core.windows.net
Web Reporting		*.weighstation.com
Payment Gateway		Gateway dependent
Perle		Configurable (Default 10001-1000x)
OPTO		2001
Relay Module		Variable
Scale		Variable
Device Server		Configurable (Default 20001)
DVR		Variable
Signboard		Variable

Component
CompuWeigh (CW6)

Note: Firewall exceptions must be made for MS SQL Server, MS Message Queuing, and CW6. These exceptions are required on the server(s).

Paradigm's proposed solution has successfully integrated to a variety of peripheral devices in conjunction with the corresponding/necessary modules. The list of successful peripheral devices Paradigm has been able to setup includes but is not limited to touchscreen monitors, RFID scanners, Radiation detectors, electronic cash drawers, IP cameras, credit card terminals, signature pads, printers, copiers, etc.

PARADIGM SOFTWARE, L.L.C.™
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
(410) 329-1300

PLATINUM SUPPORT SERVICES AND LICENSING AGREEMENT

Paradigm Software, L.L.C.™ ("Paradigm"), by its acceptance of this Platinum Support Services and Licensing Agreement including the following signature page, the Terms and Conditions and all applicable Addenda, all RFP records, Exhibits and Schedules identified herein below (collectively, this "Agreement") agrees to sell and provide, and the undersigned client ("Client") agrees to purchase and accept, a license in specific computer software and support services relating to that software licensed by Paradigm to Client in accordance with the terms and conditions of this Agreement.

Paradigm agrees and to grant to the Client a license to use the software, to deliver, and install the Software, and to sell, deliver, and install for Client to use the software in accordance with the terms and conditions of this Agreement.

This Agreement and the relationship between Paradigm and Client are governed by the Terms and Conditions and each of the Addenda and Exhibits indicated herein below, each of which is adopted and incorporated herein by reference.

- Terms and Conditions
- ADDENDUM A: System Implementation Addendum
 - Exhibit A: Scope of Work (Implementation Milestones)
 - Exhibit B: Purchase Price
 - Exhibit C: Payment Schedule
- ADDENDUM B: Service Levels

READ, UNDERSTOOD AND EXECUTED on the date(s) indicated below.

Customer:

**CITY OF SPOKANE – SOLID
WASTE DISPOSAL DEPARTMENT**

2900 S. Geiger Blvd,
Spokane, WA 99224

By: _____

(Type or Print Name)

(Title)

Date: _____

Accepted by:

PARADIGM SOFTWARE, L.L.C.™

113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

By: _____

Jackie W Barlow II
President and Chief Operating Officer

Date: _____

Approved as to form:

By: _____

(Type or Print Name)

(Title)

Date: _____

PLATINUM SUPPORT SERVICES AND LICENSING AGREEMENT

TERMS AND CONDITIONS

1. **CHARGES, FEES, AND PAYMENT.** Client shall pay the charges and annual fee for Standard Support Services as specified in Exhibit B to Addendum A (System Implementation). The annual fee is payable annually in advance prior to the first day of the renewal term. For all charges and fees, Client will pay a late charge of one percent (1%) of the amount not paid within thirty (30) days of the due date or date of invoice, whichever is later. At its sole discretion, Paradigm may increase its license fee and its charges for support and services by giving Client at least ninety (90) days' written notice prior to the affected term. Annual license fee increase shall be capped at 4.00%. If Paradigm provides services not expressly agreed to in this Agreement or in its Addenda, Client will be charged and agrees to pay for them at Paradigm's then-applicable rates. Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes, and Client agrees to pay any such tax Paradigm may be required to collect or pay (including interest and penalties imposed by any governmental authority) which are imposed upon the sale or delivery of goods, licensed software, or services rendered hereunder. Exemption from such taxes, if any, shall be the responsibility of Client to pursue.

2. **CLIENT RESPONSIBILITIES.** Client agrees to test, and if operable, accept and use updates, amendments and alterations to the Software furnished to Client hereunder and to provide, install and maintain, at no cost to Paradigm, for the duration of this Agreement, an adequate connection for remote support approved by Paradigm. Client shall allow Paradigm access to the Software via this connection for the purpose of providing Platinum Support Services. Administrative access to the Software will be required for implementation, and during the Support and Services period. The Software will be required to have specific access to "*.paradigmsoftware.com" and TCP port 443. To effectively troubleshoot any issues that may occur with your system, we require access to logs and other relevant troubleshooting resources. These resources are necessary for us to identify the root cause of the problem and develop an appropriate solution.

3. **COVERAGE.** The Software eligible for Platinum Support Services (as defined below) are *WeighStation*® CW6 as updated with all current modules, applications, amendments, alterations, enhancements, improvements, and updates furnished to Client from time to time under warranty (the "Software"). Support Services will be provided exclusively for the Client's currently supported version of Software, running on the operating system version approved by Paradigm. The supported version refers to any build released by Paradigm within the past 24 months. Client agrees to remain current (within the last 24 months) by either installing the latest build of the Software or engaging Paradigm to install it on their behalf.

4. **PLATINUM SUPPORT SERVICES.** During the term of this Agreement, Paradigm will provide to Client its Platinum Support Services described in this paragraph (the "Platinum Support Services"). Subject to the license granted to Client in the Software, Paradigm will provide technical services to design, code, check out and deliver amendments or alterations to the Software necessary to correct or solve any programming error attributable to Paradigm which caused the Software not to perform substantially as described in the current, standard editions of manuals delivered to Client by Paradigm describing the use of the Software (the "Documentation"). Such Platinum Support Services will be promptly provided after Client has identified and notified Paradigm of any such error in accordance with Paradigm's reasonable reporting procedures as in

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effect from time to time and in accordance with the Service Levels identified in Addendum B. Standard Support does not include the re-installation of the Software or the running of updates to the Software on the Client's workstations, servers, or other hardware. The re-installation of the Software or running of updates to the Software on the Client's workstations, servers or other hardware will be billed at Paradigm's then-applicable rates, and in accordance with Addendum B. Paradigm will also provide reasonable telephone consultation in the use and operation of the Software twenty-four (24) hours a day, seven (7) days a week, except company holidays. Such consultation will be available only to one contact or alternate, designated by Client in advance in writing from time to time. In addition, if Paradigm elects to include them under its Platinum Support Services program and does not market them separately to Platinum Support Services clients generally, Paradigm will deliver updates of the Software to Client from time to time, without any charge other than as specified on Exhibit A to Addendum A attached hereto. Clients will receive up to two (2) hours of solution tuning quarterly. Solution tuning is defined as time spent with Paradigm staff to discuss the client's configuration and recommend modifications to better the client's operation.

5. **TERM AND RENEWAL.** The term of this Agreement begins when fully executed by all parties and ends after one year following date of execution unless extended by written mutual agreement of the parties, or terminated earlier under termination provisions. Provided payment has been made as required hereunder, Paradigm shall provide Client with Platinum Support Services for the initial one-year term and thereafter for any additional Agreement extension period. The term and renewal of the license of the Software is governed by Addendum A hereto.
6. **OTHER SERVICES.** Client agrees to pay Paradigm's then applicable rates and charges for services not included in Platinum Support Services, together with all costs incurred in connection therewith. Investigation and research for Client identified conditions determined by Paradigm not to be attributed to Paradigm programming errors shall be billed to Client as such other services.
7. **PROPRIETARY RIGHTS.** Any programs, works, manuals, changes, additions, alterations, amendments or enhancements in the form of new or partial programs, Software, Source Code or Documentation ("IP") as may be provided by Paradigm under this Agreement, and all copies thereof, shall be and remain the sole and exclusive property of Paradigm and shall be available for use by Client under and subject to the license granted in this Agreement and Addendum A hereto. As between the parties, Paradigm retains all right, title, and interest in and to the IP, including, but not limited to, copyrights, trademarks, service marks, patents and other proprietary rights, and no such rights are conveyed to Client by virtue of any portion of this Agreement.
8. **TERMINATION.** Paradigm may terminate this Agreement upon the failure of Client to perform or observe any covenant or obligation set forth herein, including, but not limited to, Client's failure to pay fees and charges, provided Paradigm has given Client thirty (30) days prior written notice of the failure, and Client has failed to cure such failure within such time. Upon termination, the Client shall cease using the Software and shall return to Paradigm, or, at Paradigm's option, destroy, the original and all copies of the Software, the Documentation and any other materials provided by Paradigm. Upon termination, the obligations of Client set forth in the paragraphs entitled "Scope," "Title and Ownership" and "Confidentiality" shall survive termination. Paradigm's rights of repossession may be enforced by Software disablement. Client may terminate its obligations under this agreement at any time, with or without cause, upon providing thirty (30) days' written notice to Paradigm.

9. **CONFIDENTIAL INFORMATION.** Notwithstanding anything to the contrary, Client will maintain the confidentiality of Paradigm's materials and information only to the extent that is legally allowed in the State of Washington. Client is bound by the State Public Records Act ("PRA"), RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Paradigm's materials or information, and the Client determines there are exemptions only the Company can assert, Client will endeavor to give Paradigm notice. Paradigm, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Paradigm does not get a timely injunction preventing the release of the records, the Client will comply with the Public Records Act and release the records. This Agreement will be subject to City of Spokane City Council approval process which is open to the public. Hence, Paradigm accepts that all of these records are and will remain available to the public and posted to the Client's public facing website and not RCW 42.56 public records request is required for Client to make these records publicly available.
10. **NO WARRANTIES.** CLIENT ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM WITH RESPECT TO PLATINUM SUPPORT SERVICES OR SOFTWARE DELIVERED HEREUNDER. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY, IF ANY, AVAILABLE FOR THE SOFTWARE IS AS SET FORTH IN THE SYSTEM IMPLEMENTATION AGREEMENT.
11. **INSURANCE .** PARADIGM SHALL MAINTAIN GENERAL LIABILITY INSURANCE OF \$1,000,000.
12. **INDEMNIFICATION.** EACH PARTY SHALL BE RESPONSIBLE FOR ANY AND ALL ACTS AND OMISSIONS OF ITS OWN AGENTS, EMPLOYEES, OFFICERS, AND INDEPENDENT CONTRACTORS. EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTIES, THEIR AGENTS, OFFICERS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITY AND DEMANDS OF ANY KIND, OR SUITS IN LAW OR EQUITY ARISING FROM THE INDEMNIFYING PARTY'S INTENTIONAL OR NEGLIGENT ACTS OR BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT. EACH PARTY'S DUTY TO INDEMNIFY SHALL NOT APPLY TO LOSS OR LIABILITY CAUSED BY THE INTENTIONAL OR NEGLIGENT ACT OF THE OTHER PARTY, ITS AGENCY, OFFICERS, AND/OR EMPLOYEES.

PARADIGM'S MONETARY LIABILITY FOR (A) ANY CAUSE UNDER OR RELATING TO SUPPORT SERVICES SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CLIENT FOR PLATINUM SUPPORT SERVICES DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE ON WHICH ANY CLAIM IS MADE AND (B) ANY CAUSE UNDER OR RELATING TO LICENSING AND SYSTEM IMPLEMENTATION SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CLIENT FOR SOFTWARE LICENSE FEES.
13. **BENEFIT OF THE BARGAIN.** CLIENT UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISKS EXPRESSED

BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES ALL OF WHICH ARE SET FORTH IN THESE TERMS AND CONDITIONS. BY SIGNING THIS AGREEMENT, CLIENT ACCEPTS THESE TERMS AND AFFIRMS ITS UNDERSTANDING THAT ANY CHANGE TO THESE ALLOCATIONS OF RISK WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS AGREEMENT.

14. ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Client may not assign, sell or otherwise transfer this Agreement nor any of the rights hereunder without the prior, express written consent of Paradigm.

15. ESCROW.

15.1 Escrow Agent. Safe Secure Escrow, LLC (the "Escrow Agent") has entered into an Agreement with Paradigm and accepted and currently holds on deposit a single copy of the source code for certain computer programs ("Source Code") that have been licensed to Client pursuant to the Agreement. Paradigm shall deposit an updated copy of the Source Code monthly of such updates, and each updated copy shall upon deposit be deemed the Source Code under the Agreement. The copy of the Source Code held by Escrow Agent shall be and remain the exclusive property of Paradigm, and Escrow Agent will hold the Source Code as specifically provided in this Section 15. Escrow Agent will hold the copy of the Source Code in a secure cloud or other digital environment and may deliver a copy of the Source Code to Client, but only under the conditions specified in this Section 15. Upon reasonable request, and at Client's cost, Client may examine the copy of the Source Code to verify compliance with the terms hereof. Such examination shall be conducted on a computer to be made available by Paradigm at its premises in Cockeysville, Maryland.

15.2 Conditions for Escrow Release. Client shall be entitled to receive from Escrow Agent and to make limited use as provided in this Agreement of a single copy of the Source Code, if (i) Paradigm releases the Source Code to other licensees as a matter of general policy; (ii) Paradigm refuses to offer Client error correction services or changes required to comply with federal regulations at Paradigm's standard rates and on its standard terms and conditions; (iii) Paradigm becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or has voluntarily wound up or liquidated its business (or that segment of its business pertinent to the License Agreement); or (iv) Paradigm as a debtor-in possession or a trustee-in-bankruptcy in a case under the United States Bankruptcy Code rejects the Agreement. Any of the foregoing events is referred to below as a "Release Condition." Upon the happening of any Release Condition, Client may at its option give Escrow Agent written notice (the "Notice") requesting a copy of the Source Code. The Notice shall (i) be labeled "Notice Under Section 15 of Agreement Dated _____," (ii) specify the Release Condition with reference to the applicable subsection of this Agreement; (iii) identify (by application name, version number and release date, and any other pertinent information) the computer programs for which Source Code is on deposit and which Client desires to have released; and (iv) be given within sixty (60) days of Client's knowledge of the happening of the applicable Release Condition. Upon receipt of the Notice, Escrow Agent shall send a copy to Paradigm by commercial form guaranteed delivery, including encrypted retrieval ("Secure Delivery"). If Paradigm denies or disputes an alleged Release Condition, Paradigm shall, within sixty (60) days

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after the receipt of the copy of the Notice from Escrow Agent, deliver to the Escrow Agent a statement (the "Statement") identifying its dispute. Escrow Agent shall send a copy of the Statement to Client by Secure Delivery, and Escrow Agent shall continue to hold the Source Code in accordance with this Agreement. If Escrow Agent does not receive the Statement within the applicable time period, then Escrow Agent is authorized and directed to deliver a copy of the applicable Source Code to Client. Upon delivery to Client under any circumstances, the Source Code shall become a part of the licensed software and shall be subject to all of the license and confidentiality provisions and obligations set forth in the Agreement. In the event that Paradigm delivers the Statement to Escrow Agent in the manner and within the time period set forth above, Escrow Agent shall not release a copy of the Source Code or any part thereof, to Client unless (i) required to do so by order of a court of competent jurisdiction, or (ii) Escrow Agent has received written instructions with authorized signatures of both Paradigm and Client requesting release to Client. The Escrow Agent shall withhold release of the Source Code to the Client if any fees or costs owed by the Client to Paradigm are unpaid.

15.3 Termination and Cancellation. The delivery of a copy of the Source Code to Client hereunder shall act as a termination of all of Paradigm's responsibilities, all of Paradigm's warranties, and all of Paradigm's software support obligations under the Agreement and all other agreements between Paradigm and Client. In the event a copy of the Source Code is provided to the Client, Paradigm shall retain all right, title and interest in and to the IP as provided by Section 7 of this Platinum Support Services and Licensing Agreement and any other attachment thereto, and the license granted, and the term thereof as provided in Addendum A to this Platinum Support Services shall remain in effect.

15.4 Limitation on Escrow Agent's Liability. As a fiduciary, conservator, receiver, or guardian of the Source Code that it receives, Escrow Agent's obligation is solely one of safekeeping. Escrow Agent shall not be obligated or required to examine or inspect the Source Code. The Escrow Agent cannot and does not warrant the content of the Source Code that it receives from Paradigm, regardless of the media used to transmit it. Escrow Agent's obligation for safekeeping shall be limited to providing the same degree of care for the Source Code as it maintains for its valuable documents and those of its other clients at the same location. However, Escrow Agent nor Paradigm shall not be responsible for any loss or damage to the Source Code due to a computer or hardware crash, malfunction, or changes in atmospheric conditions (including, but not limited to, failure of the air conditioning system), unless such changes are proximately caused by the gross negligence or malfeasance of Escrow Agent. Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, receipt or other paper or document furnished to it, not only in assuming its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained, which it in good faith believes to be genuine and what it purports to be. In no event shall Escrow Agent be liable for any act or failure to act under the provisions of this Agreement except where its acts are the result of its gross negligence or malfeasance. Escrow Agent shall not have duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement, unless such notice is in writing and actually received, and, if its duties herein are affected, unless it shall have given its prior written consent thereto. Paradigm and Client shall jointly and severally indemnify Escrow Agent against any loss, liability, or damage (other than any caused by the gross negligence or malfeasance of Escrow Agent), including reasonable costs of litigation and counsel fees, arising from and in connection with the performance of its duties under this Agreement. Paradigm and

Client acknowledge that neither this Agreement nor their waiver of any potential conflict created hereby will materially limit the ability of the Escrow Agent to perform hereunder.

15.5 Intellectual Property. The release of the Source Code to Client will not act as an assignment of any intellectual property rights that Paradigm or any third party possesses in the Source Code. The Source Code shall remain at all times the confidential and intellectual property of Paradigm. In the event that Escrow Agent releases the Source Code to the Client, Client shall be permitted to use the Source Code only to the extent of Client's license pursuant to the Agreement.

15.6 Disputes. In the event of any disagreement between the parties resulting in adverse claims and demands being made in connection with or against the Source Code, Escrow Agent shall refuse to comply with the claims or demands of either party until such disagreement is finally resolved (i) by a court of competent jurisdiction (in proceedings which the Escrow Agent or any other party may initiate, it being understood and agreed by Client and Paradigm that Escrow Agent has authority (but not the obligation) to initiate such proceedings), or (ii) by an arbitrator in the event that Client and Paradigm mutually and jointly determine to submit the dispute to arbitration pursuant to the rules of the American Arbitration Association, and in so doing Escrow Agent shall not be or become liable to a party, or (iii) by written settlement between Client and Paradigm.

15.7 Resignation. The Escrow Agent may resign by delivery of a thirty (30) day written notice to both Paradigm and the Client. The Escrow Agent will deliver the Source Code upon the joint written direction of Paradigm if received within thirty (30) days of the date on the Escrow Agent's notice of resignation. If no direction is received within the time period outlined, the Source Code will be delivered to Thomas M. Wagner & Associates, 323 Williams Street, Bel Air, MD 21014 to serve as acting trustee, until a new successor escrow agent is secured by Paradigm.

16. MISCELLANEOUS.

16.1 Complete Understanding. This Agreement, including all of its Terms and Conditions and Addenda are the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, negotiations, representations, and proposals, written and oral, relating to the subject matter hereof. Client expressly acknowledges, agrees, and represents to Paradigm that there are no understandings or agreements with respect to the subject matter hereof other than as expressly set forth in this Agreement. Client agrees that no contrary terms and conditions of any subsequent Client purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by Paradigm in writing. This Agreement cannot be modified except by writing signed by the duly authorized representatives of both parties.

16.2 Notice. Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope and shall be in writing and shall be deemed duly given or made if delivered in person or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.

16.3 Invalidity. In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Agreement

and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

16.4 Dispute Resolution/Arbitration. This Agreement and any claim, cause of action or dispute arising out of, or related thereto, shall be governed by, and construed in accordance with, the laws of the State of Washington. Any dispute, claim or controversy arising out of, connected with, or relating to this Agreement, or any use related thereto, will be submitted to the sole and exclusive jurisdiction of the competent court located in Spokane County, State of Washington. The 1980 United Nations Convention on Contracts for the International Sale of Goods, any state's enactment of the Uniform Computer Information Transactions Act, and the United Nations Convention on the Limitation Period in the International Sale of Goods, and any subsequent revisions thereto, do not apply to this Agreement.

16.5 Effective Date. This Agreement shall become effective and shall be binding only upon acceptance by Paradigm at its offices in Cockeysville, Maryland. This Agreement shall not include the APPLICATION OF THE MARYLAND UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (Md. Code Ann., Comm. Law §§22-101 et seq.) or "MUCITA".

16.6 Non-Solicitation. During the term of this Agreement and for twelve (12) months after its termination, neither Paradigm nor Client may employ or solicit to employ persons employed by the other.

16.7 Force Majeure. Except as expressly provided to the contrary in this Agreement, the dates and times by which Client or Paradigm are required to render delivery or performance (but not to make payment) under this Agreement shall be automatically postponed to the extent, and for the period of time, that Client or Paradigm, as the case may be, is prevented from meeting such dates and times by reason of causes beyond its reasonable control.

16.8 Inconsistency. Unless specified to the contrary in any addendum, exhibit, schedule, supplement or other attachment, in the event of any conflict or inconsistency between such items and the provisions of this Agreement, the provisions of this Agreement shall prevail and govern the interpretation thereof. No inference shall be drawn against, and no construction shall be adverse to, the party responsible for drafting or preparing this Agreement or any of its parts, or any addendum hereto, by virtue of such drafting or preparation.

16.9 Limitations. Any cause or action against Paradigm arising out of or in connection with this Agreement or any schedule or other agreement executed in connection herewith shall be instituted and served upon Paradigm not later than eighteen (18) months following the occurrence of or discovery of the first event giving rise thereto.

16.10 Independent Contractors. Nothing in this Agreement shall make Paradigm and Client partners, joint venturers or otherwise associated in or with the business of the other. Neither party shall be liable for any debts, accounts, obligations or other liabilities of the other or their agents or employees. Neither is authorized to incur debts or obligations on the part of the other except as specifically authorized in writing.

16.10 Counterparts. This Agreement may be executed in more than one counterparts, each of which shall be deemed an original and all of which shall constitute one in the same instrument.

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Copies of this Agreement shall have the same force and effect as an original, and each of the Parties hereto expressly waives any right to assert that such copies fail to comply with the "Best Evidence" rule or any equivalent rule of law or evidence of any jurisdiction.

PLATINUM SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM A
System Implementation

Paradigm Software, L.L.C.™ ("Paradigm"), by its acceptance of the Platinum Support Services and Licensing Agreement (the "Agreement"), agrees to sell, deliver and install, the hardware described in the Exhibits to this Addendum (the "Hardware") and to deliver and install the proprietary software described therein (the "Software"), and to grant to the Client a license to use the Software as set forth herein below. Client agrees to purchase the Hardware, accept the license for the Software, and accept services relating to installation, training, conversions, interfaces and other matters, all in accordance with the Exhibits to this Addendum and the Terms and Conditions to which it is attached.

1. **CLIENT RESPONSIBILITIES.** Client shall be responsible for timely site preparation including, but not limited to, adequate electrical power for computer operation, high-speed internet connection and installation of all cabling. Client shall make available qualified personnel to be trained by Paradigm in the use, operation, and management of the Hardware and Software, and shall provide and adequately manage the resources necessary to implement and operate the Hardware and Software, including without limitation completion of Paradigm start-up questionnaires, timely selection among options and parameters, and construction of data dictionaries. Client shall comply with laws, use proper audit controls and operating methods, adequately back-up data and programs, and establish and maintain security and accuracy of data.
2. **TRAINING.** Paradigm shall provide standard training in the use of the Hardware and Software according to Exhibit B and Exhibit C of this Addendum. Such training will be provided at a mutually agreeable location during installation. All travel, lodging and expenses related to the training shall be the responsibility of the Client and shall be invoiced to Client in accordance with the above provisions.
3. **DELIVERY.** Subject to the manufacturer's schedule or other agreement of the parties, shipment of Hardware shall be made on or about the date that Client completes the above training. Exhibit B hereto shall specify who will install and set up the Hardware. Paradigm will install the Software on the Hardware prior to delivering it. The terms and conditions of sale and the warranties, if any, applicable to the Hardware or any other products not manufactured by Paradigm (including software) are as provided by the applicable third-party manufacturers. Good and merchantable title and risk of loss in and to the Hardware shall pass to Client upon delivery of each respective Hardware item to the carrier at the manufacturer's or Paradigm's loading dock as appropriate. Client shall pay or reimburse Paradigm for all costs of Hardware, shipping, rigging, transportation, and insurance which shall be invoiced to Client in accordance with the above provisions.
4. **SECURITY.** Paradigm reserves a security interest, for the amount of all outstanding payments due to Paradigm hereunder, in each item of Hardware, and shall have all of the rights of a secured creditor under the Uniform Commercial Code with respect thereto. Such a security interest shall be retained and may be enforced by Software disablement until Client's payment obligations for all Hardware and Software are fully discharged. Client hereby appoints Paradigm as its attorney-in-fact for the purpose of executing and filing financing statements to perfect its security interest, and Paradigm shall, at the request of Client, execute a termination statement evidencing the discharge of such obligations in the event a financing statement is filed.

5. **GRANT OF LICENSE.** Upon acceptance of the Agreement and the acceptance of this Addendum A, Paradigm hereby grants to Client, and Client hereby accepts, a nonexclusive, nontransferable license to use, as herein provided, a single, executable copy an object code version of the Software and a single printed copy of Paradigm's current, standard user manuals and training materials ("Documentation"). Paradigm reserves all rights, privileges and interests not expressly granted to Client, who shall acquire no right, title, interest, or privilege with respect to the Software or the Documentation by implication.
6. **TERM AND RENEWAL.** The term of the license herein granted is one (1) year commencing with the date the parties execute this Agreement, unless terminated earlier as provided under other provisions of the Agreement. If Client is not in default under this Agreement or any other agreement with Paradigm, the Term of this license may be renewed in one (1) year increments upon written agreement of both parties. Notwithstanding the foregoing, at the expiration of the Term, as may be extended, or earlier termination per termination provisions of this Agreement, the license granted to Client in Section 5 hereof shall immediately cease, and Client shall not use, run, implement, install, store, maintain, keep, monetize, or otherwise benefit from in any way nor have any right to the Software or Documentation.
7. **SCOPE.** A single, executable copy of the object code version of the Software may be used by Client for testing purposes and for processing of data, but such data shall be strictly limited to data of Client created or used in the connection with Client. Neither the Software nor the Documentation may be used in any manner directly or indirectly related to or in connection with the operation or management of any other business including without limitation any timeshare, facilities management, data processing service or billing service. Client shall not modify or sublicense the Software or the Documentation. The Software may not be used with more than the number of terminals agreed to in this Agreement. Paradigm shall provide Client with a single, back-up copy of the Software which Client shall keep in a secure location reasonably approved by Paradigm in advance. Client shall place on all copies of the Software any notice, including, copyright notice, requested by Paradigm.
8. **TITLE AND OWNERSHIP.** Paradigm is and shall be the exclusive owner or sublicensor, as appropriate, of the Software, the Documentation and all associated materials provided to Client, all modifications, additions, derivatives and enhancements thereof, all copies thereof, and all rights, therein. All additions, modifications, derivatives, and enhancements to the Software shall be considered a part of the Software, and all additions, modifications, derivatives and enhancements to the Documentation shall be considered a part of the Documentation. Physical copies of Software and Documentation are provided by Paradigm on loan during the term of the license granted pursuant to this Agreement. Client shall keep the Software, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of Client purporting to create such a claim, lien or encumbrance shall be void and shall be a breach of this Agreement. Client hereby assigns to Paradigm all of its right, title and interest in and to any changes, additions, derivatives and enhancements made to the Software, the Documentation or other materials provided by Paradigm, and shall execute all documents and instruments reasonably requested by Paradigm to effectuate such assignment. Client agrees that the Software, Documentation and related materials, techniques and procedures furnished by Paradigm to Client hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of Paradigm or its supplier(s), as appropriate. Client shall not create or attempt to create,

by decompilation, disassembly, reverse engineering or otherwise, the source programs for the Software, from the object programs or other information made available by Paradigm. Unless Paradigm agrees otherwise, Client shall not disclose, divulge, or communicate to any person (including contractors and consultants), except to Client's employees (but then only to the extent necessary for operation of the Software) the Software or Documentation.

9. INDEMNITY. Paradigm will, at its sole cost, defend against any claim that the Software infringes on a U.S. copyright, a U.S. patent issued as of the effective date of this Agreement, or a trade secret, provided that (i) Client immediately notifies Paradigm in writing of such claim or action; and (ii) Paradigm will have sole control of the defense and settlement of such claim or action. In defending against such claim or action, Paradigm may (i) consent, (ii) settle; (iii) procure for Client the right to continue using the Software; or (iv) modify or replace the Software so that it no longer infringes as long as the modification or replacement does not materially change the operational characteristics of the Software and the same functions and performance provided by the Software remain following such modification or replacement. If Paradigm concludes, in its sole judgment, that none of the foregoing options is reasonable, then (i) Paradigm will refund or credit to Client the license fee paid by Client under this Agreement, less a pro rata credit for each full or partial month of the first sixty (60) months following the effective date of this Agreement; (ii) Client will return the original and all whole or partial copies of the Software to Paradigm; and (iii) the license granted hereunder will terminate. Paradigm has no liability with respect to infringement arising out of the modifications of the Software or use of the Software in combination with other software or equipment not specified in the documentation accompanying the software or on a schedule hereto. This paragraph states the entire obligation of Paradigm regarding infringement of intellectual property rights and will survive the termination of this Agreement. Client shall indemnify, defend, and hold harmless Paradigm from and against any and all claims, suits or causes brought by persons not a party hereto arising out of or in any way connected with the use of or inability to use the Hardware or the Software. As of the date hereof, Paradigm represents and warrants that there are no legal or other proceedings pending or outstanding, or to the best knowledge of Paradigm, threatened against or involving Paradigm or the Software.

10. LIMITED WARRANTY. Paradigm does not warrant that the Software or the Documentation is free of errors or defects or that it meets Client's requirements. Paradigm warrants only that the Software will perform all functions substantially as described in the current edition of the Documentation for a warranty period of sixty (60) days from the date of Software delivery to Client's site, when operated as recommended. Paradigm will design and deliver promptly amendments or alterations to Software reasonably necessary to remedy or avoid any programming error present at the time of Software delivery. Client shall allow Software access to Paradigm through dedicated remote communications for this purpose. The foregoing is Client's sole and exclusive remedy, and Paradigm's sole and exclusive obligation, for breach of this limited warranty. This limited warranty is contingent upon Client's written notice in compliance with Paradigm's written reporting procedures, received not later than five (5) days after the end of the sixty (60) day warranty period, setting forth with particularity the nature and circumstances of any alleged breach of warranty. Paradigm makes no warranty as to the Hardware or any products (including software) not manufactured by Paradigm.

CLIENT ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM EXCEPT FOR THE LIMITED WARRANTY MADE IN THE PRECEEDING PARAGRAPH. THIS LIMITED WARRANTY AND THE ASSOCIATED LIMITED REMEDY

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ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTEGRATION, MERCHANTABILITY OF A COMPUTER PROGRAM, INFORMATIONAL CONTENT AND CLIENT'S PURPOSE AND SYSTEM INTEGRATION. PARADIGM MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE.

PLATINUM SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT A

Scope of Work (Implementation Milestones)

General

This Exhibit A – Implementation Milestones (the “Milestones”) forms part of the Agreement between the Parties dated as of the Effective Date of the Agreement for the provision of Services, Software and Support. Any capitalized term not defined herein shall have the definition provided for in the Agreement. The provisions set out in the Agreement shall apply in the event of any inconsistency or conflict between the terms of these Milestones and any other part of the Agreement.

The parties each agree to designate a Project Manager from their respective organizations with adequate authority and full technical competence to deal with matters relating to the Products and Services to be provided under the Agreement in relation to hardware, software, and services for the delivery of *WeighStation*® CW6 (“*WeighStation*® CW6”). The Project Managers will, on behalf of their respective parties and in accordance with the spirit of this Agreement, use all reasonable efforts to co-ordinate the timely supply, delivery, and performance of Software and Services as specified in the Agreement. The Project Manager for the Client and Paradigm will be set during the kickoff meeting. All Project Managers are authorized to deal with the day-to-day matters related to the delivery of the Software and Services directly related to their designated authority.

Paradigm’s Project Team under the direction of the Project Manager will be responsible for providing the Software and Services consistent with the Agreement including the Implementation Plan, with specific timelines, the Milestones and all Paradigm’s resource assignments for the Project. This Implementation Plan will be reviewed, modified, and accepted by both parties.

Paradigm’s Project Manager will be responsible for:

- (a) Submitting the detailed Implementation Plan to the Client by an agreed upon date after the execution of the Agreement.
- (b) Ensuring *WeighStation*® CW6 interfaces with scale regardless of make or model, provided scale has appropriate interface.
- (c) One-time import of accounts, trucks and rates from current system to *WeighStation*® CW6 and historical transactional data if agreed to within the Agreement.
- (d) Providing regular progress reports as the situation warrants and/or as the Client reasonably requests, including meeting/interviewing with Client Personnel throughout the Project as required.
- (e) Meeting/Interviewing Client Personnel during the course of the Project as required; and providing overall direction, management and leadership for the Project.
- (f) Attending status meetings either in person or via a designate (as determined by Paradigm) or through conference calls or such other means as may be mutually agreed upon.
- (g) Working with the Client’s Project Manager to create as part of the Implementation Plan an issues management process to resolve any issues.
- (h) Making required modifications to the Milestones in order to obtain necessary approval(s).
- (i) Serving as Paradigm’s key contact for the Client.

The Client's Project Manager will be responsible for:

- (a) Ensuring the mutually agreed project management communication methodology is followed.
- (b) Serving as the key contact for Paradigm; coordinating status meetings either in person or via a designate (as determined by the Client) or through conference calls or such other means as may be mutually agreed upon; working with the Paradigm Project Manager to resolve any issues.
- (c) Approving or disapproving the Paradigm Milestones hereunder in a timely manner. (Note: excluding the performance of the Acceptance Testing and unless otherwise specified, any Client comments, rejection or approval will be given to Paradigm no later than ten (10) business days (or as otherwise agreed) after submission of a Milestone to the Client by Paradigm.
- (d) Providing clarification and applicable instructions as requested by Paradigm throughout the Project.
- (e) Monitoring Paradigm work progress and Milestones; and providing overall direction, management, and leadership for the Client Project team.
- (f) Obtaining and providing information, data and decisions necessary for the Project, in accordance with the Implementation Plan or within ten (10) business days of Paradigm's request (whichever is greater), unless the Project Managers from Paradigm and the Client mutually agree to an extended response time.
- (g) Obtaining approval and/or authorizing any agreed-to changes to the scope of the Project, Milestones and/or timelines in the Implementation Plan.
- (h) Using his/her best efforts to obtain signoff and approval from the Client, within ten (10) business days, or as mutually agreed to by the parties acting reasonably, for each Deliverable.
- (i) Forwarding any required Notice of Acceptance to the Paradigm Project Manager, as appropriate.

The Services will be performed at Paradigm's/Client's facilities as needed during the Project provided that should Paradigm request resources from the Client, such request must be reviewed and approved by the Client Project Manager. The Client will determine if facilities and appropriate resources will be made available as may be requested from time to time by Paradigm.

The Client will make every effort to provide a site suitable to support the necessary Paradigm Personnel for the duration of the Project with telephone and network access.

The Client will make available to Paradigm the necessary Client Personnel as required from time to time during the Project and as identified in the approved Implementation Plan.

Functional Areas of Responsibility

The functional areas of responsibility for the Project organization are as follows:

- (1) Client's Project Manager: The Client's Project Manager(s) will be the focal point of decision-making and communications between Paradigm and the Client.
- (2) Client's Project Team: Under the direction of the Client Project Manager, will perform the tasks described in these Implementation Milestones and the Agreement.
- (3) Paradigm's Project Manager: The Paradigm's Project Manager is responsible for the Milestones and will ensure overall Client satisfaction for the Project.
- (4) Paradigm Consultant(s)/Architect(s)/Specialist(s): Under the direction of the Paradigm Project Manager, will perform the tasks described in these Implementation Milestones and the Agreement.

Project Team Members

The Client and Paradigm will provide the necessary Personnel or designate as may be required from time to time to complete the Project.

Objectives

- (1) The Objectives for the Project are for Paradigm to implement a fully integrated scale house software solution. This includes the conversion and migration of existing account data from current vendor and truck weighing data from scale, installation, and configuration of the new solution, as well as testing and training to ensure that the new integrated solution, meets the requirements as may be further defined in the Agreement and these Implementation Milestones.
- (2) *WeighStation®* CW6 must include the ability to do the following:
 - (a) Must integrate with a Payment Card Industry (PCI) complaint solution for credit card processing.
 - (b) Collect the required information on all loads entering and leaving the Client's facility.
 - (c) Collect and maintain the required customer/hauler information needed for billing including detailed truck information as needed for tracking.
 - (d) Track all material and tonnages disposed of by paying customers, residents, contractors, and charities.
 - (e) Collect and manage information on loads, tonnages, and balances by material type.
 - (f) Calculate the appropriate charges for loads entering and leaving the sites.
 - (g) Provide fraud controls and audit functions.
 - (h) Track account balances for customers (if using the Accounts Receivable and Aging Module).
 - (i) Collect account information to support the following accounts types and activities:
 - i. Cash
 - ii. Charge accounts
 - iii. Check
 - iv. Invoicing
 - v. Process payments
 - vi. Credit Cards (if WeighPay has been purchased)
 - (j) Provide Reporting capabilities including:
 - i. Operational reporting
 - ii. Management reporting
 - (k) Retrieve information to plan new programs and improve productivity in facility operations.
 - (l) Implement the requirements identified in the Agreements.
 - (m) Ad-hoc reporting.
 - (n) Other functional requirements as specified in the Agreement.

1. Milestone 1 – Knowledge Transfer from Business Development (BD) to Implementation

- Meeting with BD to obtain information during the sales/agreement phase.
- Review the Agreement and set the following in Client record:
 - Set Version Number
 - Set Site, Licensing and Module information
 - Set WeighPay information
- Add any Milestone entries for specific modules, customizations or interfaces which need to be documented and installed during the implementation.

2. Milestone 2 – Project Management Meeting (Kickoff/Status/Updates/Etc.)

- Schedule and perform kickoff meeting.

- Provide Client with incident spreadsheet outlining these Milestones.
- Provide blank Facility Survey for Client to complete.
- Introduce Client to our website to track incidents.
- Provide Client with current hardware/software requirements PDF.
- Discuss and confirm hardware to be provided by Paradigm to Client.

Paradigm will be responsible to:

- (1) Initiate a kick-off meeting which will include a site survey with the Client Project Team to review and confirm the Client requirements. This will include confirmation and verification of the hardware the Client will need to acquire (if any) to deploy the Software within the Client's environment.
- (2) Leverage the existing Client infrastructure in place and be able to integrate with the existing environment as described. This includes providing the Client with general requirements for electrical and communication connections for each equipment location included in the project.
- (3) Provide a Testing Plan for the testing of *WeighStation*® CW6 in the Client's environment, including a list of Client staff positions that should be involved in the testing which will also be provided to the Client Project Manager for acceptance; however, notwithstanding, the Client shall determine the final Test Plan and Acceptance criteria to be used for Acceptance Testing
- (4) Determine the dates for which the requirements identified as "Customizations", and which were priced in the Agreement will be available based upon mutual agreement.
- (5) Establish the work efforts and the resources necessary for the Project.
- (6) Develop a detailed Implementation Plan subsequent to assessing the technical requirements and describe all activities and Milestones over the duration of the Project and include specific activities, schedules, resources, and Milestones for the implementation (the "Implementation Plan"). This Implementation Plan will be delivered within ten (10) business days of the execution of the Agreement.
- (7) Provide a detailed role-based Training Plan for the Client's users of *WeighStation*® CW6 and Client's staff assigned to support the application; the Training Plan will be delivered to the Client Project Manager for acceptance.
- (8) Purchase, configure and install all hardware provided by Paradigm as listed on Exhibit B in this Agreement.

Client will be responsible to:

- (1) Provide Paradigm with a copy of the database from the current system for conversion requirements (if applicable).
- (2) Provide Paradigm with the appropriate technical resources and information to be used to create the Client's database.
- (3) Review, comment and if acceptable, approve the hardware specifications.
- (4) Ensure that Paradigm has access to the minimum starting configuration of software and hardware as agreed upon and confirmed by the Client for installing and configuring *WeighStation*® CW6.
- (5) Review, comment on and if acceptable, approve the Training Plan. Develop a detailed Testing Plan that will be used for Acceptance Testing.
- (6) Provide Notice of Acceptance with respect to the approved Milestones.

3. Milestone 3 – Order Hardware

- Client to order any hardware as necessary to support *WeighStation*® CW6. Paradigm to provide Minimum/Recommended System Requirements.
- Create checklist to ensure all hardware, cables, adapters, etc. are ordered/included.

4. Milestone 4 – Intentionally Deleted

5. Milestone 5 – Facility Survey Review

- Paradigm and Client to review completed survey.

6. Milestone 6 – Vision Diagram/Documentation

- Client to provide images/pictures of facility(ies).
 - Scale house
 - Scale lanes
 - Site
- Paradigm will create Visio diagram of the following:
 - Title page
 - Device legend
 - Overhead satellite view
 - Building layout
 - Hardware diagram
 - System architecture
 - Birds-eye view
 - PDM
 - Unattended

7. Milestone 7 – Collect Data

- Client to provide database/data/reports (Database Backups from prior system if SQL. Otherwise, if old system can dump data out into Excel files or CSV files for analysis and import. Gather Reports, information on hardware, etc.).

8. Milestone 8 – Create Version 6 Database and Folder Structure

- Paradigm will use DBUpdate6 to create *WeighStation*® CW6 Database and Folder Structure.
- Client to inform Paradigm on which version of SQL will be used.

9. Milestone 9 – Intentionally Deleted

10. Milestone 10 – Initial Data Load of Setup Tables – Partial Historical Data Conversion

- Paradigm will analyze current data and create specification for programmers to convert the critical setup tables and, if in the Agreement, historical transactions.
- Discuss with Client the plan if setup data will be loaded again in the future. At some point, Client will likely have to add accounts/setup information in current and *WeighStation*® CW6 prior to Go-Live if substantial configuration within *WeighStation*® CW6 has taken place that we can't overwrite.

Paradigm will be responsible to:

- (1) Provide the full system Implementation Plan with timelines and Milestones.
- (2) Create conversion scripts or routines from sample data provided by the Client.

- (3) Review with the Client and rectify sample data script conversion errors until Client Acceptance of the converted data.
- (4) Perform data conversion(s) as needed and load onto the target platform.
- (5) Install *WeighStation*® CW6 at the Client facility in accordance with the full system Implementation Plan.
- (6) Install and configure the hardware on the required lanes.

Client will be responsible to:

- (1) Provide sample data as required.
- (2) Review the data mapping document, if such document is necessary.
- (3) After the data conversion, review and assist in determining cause of data errors after the scripts are run and assist Paradigm in correcting the errors.
- (4) Agree to a data freeze in accordance with the mutually agreed upon Cutover Plan and subsequent to that freeze enter data into the system using the Paradigm application once *WeighStation*® CW6 is accepted.
- (5) Make sure Client Personnel, space and other resources are available for Scale House Software Solution deployment to all Client Sites.
- (6) Make sure all wiring, electrical, cabling, conduit, bollards, etc. are in place for installation of the hardware.
- (7) Review Scale House Software Solution Documentation.

11. Milestone 11 – Test Environment Milestone

- Paradigm and Client will create a Test Environment for Pre and Post Go-Live Support, Training and Testing.
- Benefits of Having A Test Environment:
 - Allows the Client to test any update provided by Paradigm resulting from a new program feature, enhancement, and/or bug fix in a controlled, isolated environment without jeopardizing the production environment. The Client can use the Transaction Scenario Guide as a test script to review their various scenarios at their own pace to ensure the software is operating as expected.
 - Allows Client's new employees to practice with the software during any orientation phase of their employment to provide the ability to learn how to use the system in a controlled environment.
 - Allows Client's existing employees to test any of the thousands of software setting switches within the system to see desired behavior from the point of initial data capture, through reporting, and eventually posting to a test financial system. These processes can be tested as often as required to ensure all is working as expected.

Paradigm will be responsible to:

Prior to performing the Final Acceptance Testing of the whole Scale House Software Solution, preliminary acceptance testing in the Client Test Environment, will be completed by the Client (with assistance provided by Paradigm) as a proof of concept. The acceptance of the Test Environment will be based on the following criteria:

- (1) Deliver and install software and hardware for the Client.
- (2) Successful acceptance test of all required and proposed functions.
- (3) Successful demonstration that the Solution's performance and capacity meets the Client's requirements, and in accordance with Paradigm's documentation.
- (4) Preliminary training of users. The testing period will include:

- (a) Collect the required information on all loads entering and leaving the Client's facility.
 - i. Correction of all errors or failures in hardware, software, configuration, customization, interfaces, or conversion.
 - ii. Modifications to required Documentation.

Client will be responsible to:

- (1) Review and approve the draft acceptance test proof of concept document.
- (2) Execute, review, and approve acceptance test results.
- (3) Provide a Notice of Acceptance with respect to the approved Milestones.

12. Milestone 12 – Production Environment Milestone

- Paradigm and Client will create a Production Environment for both the office and various site servers/workstations that will be using the software.

13. Milestone 13 – Transaction Scenario Guide and Documentation

- Paradigm and Client will create and supply a Transaction Scenario Guide with detailed scenarios for testing and training.
- The guide is critical for Client user acceptance testing, training for Go-Live, training for future employees, and test script for future updates.
- Paradigm will supply Client with electronic CW and WS Training guides and manuals.

Paradigm will be responsible to:

- (1) Review and identify out of the box and customizable functionalities.
- (2) Document integration point(s) and interface(s) requirements.
- (3) Review the sample data provided by the Client and develop data conversion plan for data migration.
- (4) Prepare a draft acceptance test plan for the Client's review and consideration.
- (5) Install *WeighStation*® CW6 on the Client's Test Environment.
- (6) Configure and customize the *WeighStation*® CW6 to meet the requirements of the Agreement.
- (7) Test *WeighStation*® CW6 on the Client's Test Environment.
- (8) Assist the Client in conducting its preliminary acceptance test.
- (9) Make any corrections as identified during the preliminary acceptance test until all errors are fixed.

Client will be responsible to:

- (1) Provide Paradigm with details surrounding any customizable functionalities.
- (2) Review of the Paradigm recommended preliminary acceptance test plan and development of the Client's preliminary acceptance test plan.
- (3) Review and approve the data migration plan.
- (4) Provide a Notice of Acceptance with respect to the approved Milestones.

14. Milestone 14 – Programmer Liaison Meeting

- Paradigm to assign Programmer Liaison if necessary.
 - Implementation Specialist will do a short presentation to the programmer to discuss any open programming issues or concerns and in conjunction with the Implementation Manager.

15. Milestone 15 – Remote Training

- Paradigm to provide Client with any remote training as identified in the Agreement.
 - Train on adhoc reporting and to recreate Client reports prior to going onsite.
 - Run through *WeighStation*® CW6 Training with Key personnel to ensure on-site training goes smoothly and all scenarios are covered.

16. Milestone 16 – Configure Hardware

- Paradigm and Client to test and configuration of hardware provided in the Agreement.
- Paradigm and Client to test and configuration of hardware (such as printers, scales, etc.).

17. Milestone 17 – Paradigm Data Messaging “PDM” Configuration (if purchased)

- Paradigm to successfully install and test PDM prior to on-site arrival.

18. Milestone 18 – Ticket Setup and Review

- Client to provide Paradigm with desired ticket layouts.
- Paradigm to create desired ticket layouts.
- Client to confirm/approve ticket layouts.

19. Milestone 19 – Email Configuration

- Client to provide Paradigm with Email credentials and mail relay information.
- Paradigm will configure Email within the software.
- Client will test Email configuration.

20. Milestone 20 – WeighPay Configuration (if purchased)

- Paradigm and Client to discuss and review processes to determine how they process currently and how they want to process in the future based on the Agreement.
- Hardware – Paradigm and Client to confirm any hardware that is to be provided by bank/middleware and verify cabling requirements.
 - If the devices are network devices, ensure site has enough ports on switch and wall jacks/cabling requirements, as necessary.
- Paradigm to document Middleware/Gateway, and Processor.
- Client to provide responses to the following questions (additional questions may be necessary):
 - Does Client do pre-authorizations?
 - Does Client use Store and Forward?
 - Does Client require signatures?
 - Does Client let operators perform voids/refunds?

21. Milestone 21 – Custom Report Review

- Client to provide reports that are to be created within *WeighStation*® CW6.
- Paradigm to determine if reports can be created in Ad-hoc or if Custom Reports must be created (Custom Reports may incur an additional cost if not included in the Agreement).
- Paradigm and Client will discuss any custom reports needed as specified and agreed to in this Agreement.
- Paradigm to ensure canned crystal reports are copied over in the interim until latest reports are included with install.

22. Milestone 22 – Ad-hoc Report Conversion/Creation

- Client to provide reports that are to be created within *WeighStation*® CW6.
- Paradigm to train Client on the creation of Ad-hoc Reports.

23. Milestone 23 – Batch Report Creation

- Client to provide Paradigm reports that are to be included in Batch (Scheduled) Reports.

24. Milestone 24 – AR and Aging/Posting

- If Posting to a third-party accounting package:
 - Client will provide export file requirements.
 - Paradigm will develop custom export to third-party accounting package per requirements.
- If using Paradigm’s AR and Aging:
 - Client will provide Invoice and Statement layouts.
 - Client will provide any reports (credit memo, debit memo, payment, aging, etc.).

25. Milestone 25 – Book Travel

- Paradigm Tech to meet with Implementation Manager to verify and confirm substantial completion of required Milestones.
- Transaction Scenario Document must be completed and reviewed thoroughly with Client and a majority of the Milestones should be fully completed.
- Schedule and confirm on-site installation dates with Client.
- Paradigm to book travel arrangements at minimum two (2) weeks prior to on-site days.

26. Milestone 26 – Installation Work Plan

- Paradigm to present Client with the specific schedule of the events that will occur while on-site.
- Client to approve installation work plan.

27. Milestone 27 – Database Maintenance Task

- Paradigm to configure and setup the Universal Service and scheduling PTask6 to perform routinely scheduled maintenance and backups of the database.
- If Client’s DBA schedules their own backups, Paradigm will work with DBA to ensure proper files are included.

28. Milestone 28 – Go-Live Prep – Purge Test Data and Final Steps Prior to Go-Live

- Paradigm will review various tables and schemas that may need to be purged before Go-Live, as well as final steps/procedures to prepare for Go-Live.
- Paradigm to perform file backup.
- Depending on the Client’s configuration, data may need to be reloaded after final test data purge.
- Examples of potential Tables that certain months or all data would need to be purged prior to Go-Live:
 - Z Out (Purge and Reload)
 - Trans table for the testing period
 - Hold Table (Hold.Trans)
 - Actg Batch table (If Using AR and Aging)
 - A2_Payment table (If using AR and Aging)
 - Offense Table (if using offenses)
 - CustomFreeUnits Trans (If Using Custom Free Units)

- Purge History Schema (Use DBUpdate)
- Purge Audit Logs (Use DBUpdate)
- Reset Sequence Numbers
- To prevent issues of the office editing recent tickets after Go-Live that may not exist at a site's database, it is recommended to load 3 months of transactions prior to Go-Live. (Please note that if there are multiple sites/instances of the software/database, these steps will need to occur for each instance.)

29. Milestone 29 – Go-Live

- Paradigm and Client will participate in this Milestone to cutover from the current solution to *WeighStation®* CW6.

30. Milestone 30 – Final Historical Transaction Data Conversion

- Paradigm may need to reload most recent transactions up to Go-Live.
- Paradigm will convert any additional historical transaction data as required per the Agreement.
- Setup tables should not be reloaded after Go-Live.

31. Milestone 31 – Post Installation Checklist

- Paradigm will review Post Installation Checklist to ensure all items have been completed.
- Paradigm will provide the Final Installation Note document to the Client to assist with understanding the transition from the Implementation Division to the Support and Services Division.

32. Milestone 32 – Knowledge Transfer from Implementation to Support and Services

After a full billing has occurred, the Implementation Specialist will present the details of the project to the Support and Services Division.

- Present the installation to the Support and Services Division. Show Visio, Transaction Scenario Guide, Photos, etc. and discuss overview of the installation.
- Review any special modules or customizations that were needed, as well as WeighPay and Posting Details.
- Discuss VPN tab to ensure techs know how to connect for support.
- Also discuss any open incidents (if applicable).
- All prerequisite Milestones must be closed prior to requesting the transfer.

33. Milestone 33 – Implementation Manager Post Go-Live Follow-Up

- Paradigm's Implementation Manager will schedule a call with the Client's primary contact to discuss the implementation. The purpose of this call is to provide a Quality Assurance check on how the implementation proceeded from start to finish. We will be ensuring our staff has met the expectations of the Client and if there are any open items that need to be address.

34. Milestone 34 – Introduction to the Support and Services Manager

- Schedule call with Support and Services Manager, Lead Implementation Specialist and Client's Primary Contact to introduce the Support and Services Manager and detail the support process to the Client to ensure Client is contacting support for support related issues going forward.

35. Milestone 35 – Business Development Follow-Up

- Task for Business Development to contact Client's Primary Contact to perform a Quality Assurance assessment of the entire process from Start to Finish.

PLATINUM SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT B
Purchase Price Schedule

Qty	UM	Description	Unit Price	Extended Price
7	LN	WeighStation Program License - (P1- Six lanes at WTE P1 - One lane at NSLF)	\$5,775.00	\$40,425.00
4	EA	CW6 Program License (concurrent user) - (P1 - 4 CW6)	\$525.00	\$2,100.00
1	FF	Export to Third Party Accounting Package (Transactional) - Base amount for transactional export to third party accounting. Changes to specifications or requirements may change this fee.	\$3,000.00	\$3,000.00
7	LN	WeighPay Module - (P1 - All scale lanes - Client must enter into an agreement with CloverConnect, BofA, Point & Pay or Elavon to be used as a gateway and/or processor and provide terminals. All costs associated with CloverConnect, BofA, Point & Pay or Elavon are not included in PSLLC pricing unless specifically noted.)	\$0.00	\$0.00
1	FF	Historical Data Conversion - (P1 - Includes trucks, accounts, rates, transactions, accounting starting balances - does not include historical accounting data. ALL data must be in the same format and layout. If different data formats or layouts are supplied, an additional quote will be provided and must be approved prior to converting the different format(s) or layout(s).)	\$4,000.00	\$4,000.00
1	FF	Paradigm Distributed Messaging (6-10 lanes) - (P1)	\$5,250.00	\$5,250.00
7	LN	Drivers License Scanning Module - (P1)	\$1,575.00	\$11,025.00
1	FF	Insufficient Funds/Split Payments Module - (P1)	\$1,575.00	\$1,575.00
1	FF	Alerts/Rules Module	\$2,625.00	\$2,625.00
3	LN	Unattended Module - (P2 - WTE Inbound and Outbound - Includes device server management software. P3 - North Site Lane Includes device server management software.)	\$2,575.00	\$7,725.00

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3	LN	RF Module - (P2 - WTE Inbound and Outbound P3 - North Site Lane)	\$1,575.00	\$4,725.00
3	LN	Gate Module - (P2 - WTE Inbound and Outbound P3 - North Site Lane)	\$840.00	\$2,520.00
1	FF	Software Discount	(\$8,048.00)	(\$8,048.00)
7	EA	Indoor Thermal Receipt Printer (Serial+USB+Ethernet) - (P1- Six lanes at WTE P1 - One lane at NSLF)	\$461.36	\$3,229.52**
6	EA	Case Indoor Thermal Receipt Paper (50 rolls) – (P1)	\$131.24	\$787.44**
3	EA	2-port Extended Temperature Serial Server (Perle) – (P1 – To convert scale lane indicators from serial to IP)	\$811.25	\$2,433.75**
7	EA	Barcode Scanner – Inside of scalehouse. (P1)	\$598.69	\$4,190.83**
3	EA	Kiosk – Stainless Steel – 30x24x12 – (P2 – WTE Inbound and Outbound P3 – North Site Lane NOTE: Client will be responsible for all wiring, electrical, trenching, conduit, bollards and mounting unless otherwise noted in this quote. Paradigm will configure the hardware to work with the software.)	\$5,745.60	\$17,236.80**
3	EA	LCD Display – (P2 – WTE Inbound and Outbound P3 – North Site Lane Model SRD-PS-150 Model Configuration: SRD-PS-150-AD-29-AC-RK-D High-Brightness NEMA 4X (IP66) Panel Mount LCD)	\$2,652.75	\$7,958.25**
3	EA	Video Extender HDMI 4K (up to 300 ft) – (P2 – WTE Inbound and Outbound P3 – North Site Lane includes HDMI cable for kiosk)	\$533.00	\$1,599.00**
3	EA	Kiosk Thermal Receipt Printer – (P2 – WTE Inbound and Outbound P3 – North Site Lane)	\$850.00	\$2,550.00**
3	EA	Case Kiosk Thermal Receipt Paper (8 Rolls) – (P2)	\$172.27	\$516.81**
3	EA	4-port Extended Temperature Serial Server (Perle) – (P2 – WTE Inbound and Outbound P3 – North Site Lane Housed in each kiosk)	\$1,153.75	\$3,461.25**

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3	EA	RF Reader (Dual eGo/SeGo) – (P2 – WTE Inbound and Outbound P3 – North Site Lane EncomPass4 SeGo RS232/Wiegand Reads SeGo protocol tags only. FCC license required. Includes 20 ft cable.)	\$5,400.00	\$16,200.00**
3	EA	RF Junction Box – (P2 – WTE Inbound and Outbound P3 – North Site Lane)	\$699.00	\$2,097.00**
3	EA	1-port Extended Temperature Serial Server (Perle) – (P2 – WTE Inbound and Outbound P3 – North Site Lane Housed in each RF Junction box) Housed in each RF Junction box)	\$485.03	\$1,455.09**
100	EA	RF Window Tag – (P2 – eGo Plus Micro Mini Sticker Tag Please indicate starting tag number here _____)	\$19.70	\$1,970.00**
6	EA	Gate – (P2 – WTE Inbound and Outbound P3 – North Site Lane Entrance and Exit of each scale lane – NOTE: Client will be responsible for all wiring, electrical, trenching, conduit, bollards and mounting unless otherwise noted in this quote. Paradigm will configure the hardware to work with the software.)	\$4,030.56	\$24,183.36**
3	EA	OPTO Board, Brain, Module(s), and Enclosure – (P2 – WTE Inbound and Outbound P3 – North Site Lane For control of gates)	\$2,471.25	\$7,413.75**
5	DY	On-Site Install/Training – Implementation – Two Specialists – During normal Paradigm business hours – hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist – Client will be invoiced for time used.	\$6,240.00	\$31,200.00
20	HR	On-Site Install/Training – Implementation (after hours) after normal PSLLC business hours or more than 8 hours in a day – CLIENT will be invoiced for time used	\$337.50	\$6,750.00
120	HR	Remote Project Management – Implementation – during normal PSLLC business hours – hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist – CLIENT will be invoiced for time used	\$225.00	\$27,000.00
12	MO	WeighPay Service Fee – (Less than 10,000 transactions per month)	\$1,500.00	\$18,000.00

<u>Licensing & Equipment Total:</u>	<u>\$170,204.85*</u>
<u>Customization and Implementation Total:</u>	<u>\$68,950.00*</u>
<u>Licensing, Customization and Implementation Total:</u>	<u>\$239,154.85*</u>
<u>Annual Support Services Total:</u>	<u>\$24,291.00*</u>
<u>Annual Service Fee Total:</u>	<u>\$18,000.00*</u>

All pricing and subsequent payments are in US Dollars

*Exclusive of any applicable taxes.

PLATINUM SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT C

Licensing, Customization, and Implementation Payment Schedule

Percentage Due:	Amount Due:
100% - Hardware Due Upon Agreement Acceptance Prior to Installation	\$97,282.85**
40% - Software/Services - Due Upon Agreement/Quote	\$56,748.80
30% - Software/Services - Due Upon Receipt of Baseline	\$42,561.60
25% - Software/Services - Due Upon Go-Live	\$35,468.00
5% - Software/Services - Due 30 Days After Go-Live	\$7,093.60
	<u>\$239,154.85*</u>

Annual Support Services Payment Schedule

Percentage Due:	Amount Due:
100% - Due 90 Days After Go-Live	\$24,291.00
100% - Due Upon Go-Live – WeighPay Service Fee (Less than 10,000 transactions per month) – The WeighPay Service Fee is calculated based on client processing less than 10,000 transactions per month. If the Client’s average exceeds 10,000 transactions per month for the term, the Client will be moved to the next higher tier. A reconciliation will be performed approximately ninety (90) days prior to the Support Services renewal. Year 1 will be pro-rated to match Support term.	<u>\$18,000.00</u>
	<u>\$42,291.00*</u>

*Exclusive of any applicable taxes.

PLATINUM SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM B

Service Levels

1. Definitions

In this Addendum B, the words set out below will have the following meanings:

- **“Business Day”** shall refer to 7:00 a.m.to 7:00 p.m. (Eastern Time) Monday, Tuesday, Wednesday, Thursday, and Friday, except for statutory holidays.
- **“Custom Hardware”** means all hardware assembled or manufactured to meet Client specifications and supplied to the Client by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- **“Incident”** means any Client query, defect, problem or error regarding the Software, Hardware, or Custom Hardware that the Client purchased or leased from Paradigm.
- **“Hardware”** means all hardware supplied to the Client by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- **“Software”** means all software supplied to the Client by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- **“Statutory Holidays”** – the following days are the statutory holidays that Paradigm's Offices are closed. If any changes, Paradigm will provide a holiday schedule for the upcoming calendar year by November 30th of the preceding year each year during the Term:
 - **New Year’s Day** – January 1st if it falls on a weekday, else the Monday following.
 - **Good Friday** – Friday before Easter Sunday.
 - **Memorial Day** – The last Monday in May.
 - **Independence Day** – July 4th if it falls on a weekday, else the Monday following.
 - **Labor Day** – The first Monday in September.
 - **Thanksgiving** – The fourth Thursday in November.
 - **Christmas Day** – December 25th if it falls on a weekday, else the Monday following Christmas Day.

2. Statement of Intent

The aim of the Service Level Requirements is to provide a basis for close co-operation between Paradigm and the Client for support services to be provided by Paradigm to the Client, thereby ensuring a timely and efficient resolution to any Incidents encountered by the Client in the use of Software.

3. Objectives of Service Level Requirements

The Client and Paradigm acknowledge and agree that the purpose of this Addendum B is:

- To create an environment of co-operative relationship between Paradigm and the Client to ensure effective support for the Client’s end users.
- To document the responsibilities of the Client and Paradigm with respect to the Service Level Requirements.
- To ensure that the Client achieves the provision of high quality of service for its end users with the full support of Paradigm.
- To define the services to be provided by Paradigm and the level of service, which can be expected by the Client.

- To detail the information Paradigm requires from the Client in order for Paradigm to begin its investigations of an Incident.
- To provide a common understanding of service requirements/capabilities.

4. Service Types

The success of the Service Level Requirements depends fundamentally on the ability of the Client and Paradigm to communicate credible and reliable information.

First, the Client and Paradigm acknowledge and agree that it is important that there be a clear chain of communication between Paradigm and the Client.

Second, the Client and Paradigm acknowledge and agree that it is important that there be a clear matrix of responsibility between the Parties. The various service types are listed and described in this Section 4. The service types “Type 5” and “Type 6” are exclusive to Paradigm; in some instances, Clients/Partners may support Types 1-4 in part or in whole.

During the provision of Platinum Support Services, Paradigm is required to comply with the Client’s protocols for remote access and software change control.

4.1 Type 1 – Help Desk and Basic Configuration Support

- Respond to phone / mail / electronic communications
- Provide end users with how-to guidance
- Provide Administrative users with help on basic configuration
- Account setup configuration for Haulers and Jobs
- Inform Client of closure of Type 1 ticket
- Escalation / dispatch to Type 2 or Type 3

4.2 Type 2 – Hardware Support

- Initial Hardware configuration
- Initial Server Environment set-up
- Diagnostic assistance
- Troubleshooting devices and network
- Repair and supply of custom hardware (provided by Paradigm per manufacturer’s warranty)
- Inform Client of closure of Type 2 ticket
- Escalation / dispatch to Type 2 or Type 3

4.3 Type 3 – Advanced Support

- Advanced configuration settings
- Diagnostics of Incidents
- Problem replication
- Third-Party software integrations (provided by Paradigm)
- Inform Client of closure of Type 3 ticket
- Escalation / dispatch to Type 5

4.4 Type 4 – Updates and Installations

- Provide Updates to Client for installation in Test Environment
- Provide Updates to Client for installation in Production Environment

4.5 Type 5 – Product Development

- New features within Version or fixes requiring code changes
- Interfaces to other systems
- Customizations

4.6 Type 6 – Review and Refresh (Billable)

- Multi-day session on topics to be agreed with Client; may be on-site or remote
- Review application configuration and hardware deployment
- Demonstration of new features or options
- Deliver training sessions as requested by Client
- Advise on Best Practices

5. Service Level Requirements

5.1 Incident Severity Ranking

Severities for all Incidents in which the Software is not operating as described in the Agreement, will be jointly classified by the Client and Paradigm under one of the following three classifications and according to their “severity ranking” impact on core areas of the Software function listed in the table below:

- (1) Displaying information to Operators
- (2) Capturing information from site peripherals
- (3) Acquiring / Storing information from the Software

Severity Ranking	Identification	Description
1	Emergency	Complete stop or major breach of the Software or Hardware ceases Client operations for one or more users at a critical period. (Example: unable to process transactions, major failure, server shutdown, unable to start the application on multiple computers, a hardware failure that affects all operations, etc.).
2	High	Major problem that disrupts operations during working hours. A work around may be available to assist the Client until the problem is resolved. Note: Issuing transaction tickets manually is not an acceptable work around; such a situation would be considered an incident with a severity ranking of “Emergency”. (Example: Application problem affecting multiple staff or core work processes, such as transaction processing, collecting charges for account customers or rate calculations).
3	Medium	Problem that impacts operations and requires resolution and has an acceptable workaround for the short term. (Example: A limited problem affecting only a few staff or minor work process but where a work around exists, such as rate settings for statutory holidays or administrative reporting).
4	Low	Minor problem or request for information from users. (Example: Configuration settings, requests for information purposes only, etc.).

5	Wish List	Suggestions for improvement, ideas or input from Clients that would be considered for future updates or upgrades to the application.
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5.2 Response and Resolution Times

Severity Ranking	Response time	Corrective Plan	Required Outcome
1 Emergency	Respond immediately to the Client or contact in the immediate hour of receiving the incident notification	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within four hours
2 High	Respond immediately to the Client or contact within one hour of receiving the incident notification	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within one (1) business day, or as agreed to by the Contractor and Client representative
3 Medium	Respond immediately to the Client or contact within two business hours of receiving the incident notification	Establish plan to correct failure within twenty-four (24) hours	Return to normal operation within two (2) business days including weekends or as agreed to by the Contractor and Client representative
4 Low	Respond immediately to the Client or contact within one business day of receiving the incident notification	Establish plan to correct failure within forty-eight (48) hours	Return to normal operation within five (5) business days or as agreed to by the Contractor and Client representative

5.3 Response Times Not Met – Required Actions

To the extent of the above-mentioned table, if an Incident is not fixed within the time periods specified in the “Required Outcomes” column of the table in Section 5.2 of this Addendum B and/or would have a noticeable and negative effect on the Client’s operations, the Client can escalate and address the problematic situation with the management team of Paradigm to agree on a plan of corrective actions. As part of Paradigm’s Service Level Monitoring, all incidents with a Severity Ranking of 1, 2, or 3 will automatically be escalated by Paradigm to the designated Paradigm and Client management contacts.

Response Time Exceeded	Client will contact Support and Services Manager to expedite response
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Corrective Plan Time Exceeded	Client will request Support and Services Manager to support problem diagnosis
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6. Paradigm Support and Services Hours of Service

Emergency Severity Incidents – Paradigm offers telephone coverage 24x7x365 for incidents with critical impact on operations, i.e. those with “Emergency” severity ranking as defined by the table in Section 5.1 of Addendum B, with response time for Emergency Incidents within one hour.

Other Incidents are worked per the following rules:

- **Regular Business Days – During Office Hours – Monday to Friday 7:00 a.m. to 7:00 p.m. (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour throughout the day
- **Regular Business Days – Outside Office Hours – Monday to Friday 7:00 p.m. to 7:00 a.m. (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Weekends – Friday to Monday 7:00 p.m. to 7:00 a.m. (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Statutory Holidays – From 7:00 p.m. on the eve of the Statutory Holiday until 7:00 a.m. the morning following the Statutory Holiday (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day

7. Paradigm Primary Reporting Responsibilities

Paradigm proposes to review, on an annual basis, the performance of the Support and Services Division in the delivery of services and to implement the necessary measures in the event where improvements are needed.

Included in the review process shall be mutually agreed upon key performance indicators (KPIs). At a minimum, these KPIs will include:

- A list of all incidents logged with Paradigm in the reporting period including time, date, and details.
- An indicator if the Service Level was met for each Incident.

8. Client Primary Reporting Responsibilities

Client will provide a prime and secondary Contact(s) through which all reported problems encountered by the Client would be funneled for subsequent notification to Paradigm. These individuals must have a working knowledge of the software and equipment and will be responsible for managing user access, and for recording and reporting of problems.

The Client is responsible for providing services for the recording, referral and resolution of all faults encountered by end users throughout the Client's operation. The Client will refer all problems to Paradigm in a timely manner using the outline below to describe the problems:

- Date / Time Reported:
- Reported by:
- Software affected:
- Equipment affected:
- Problem Description - examples / pictures / screen shots, as available
- Serial Number of Equipment on which Problem was detected:
- Statement of Impact on Client Operations:
- Other pertinent information (as appropriate):
- The Client will supply Paradigm with reasonable remote electronic access to the Equipment, Software, or any computer hardware where the software and data files may reside in order that Paradigm can investigate reported problems.
- To maintain ongoing Platinum Support Services, the Client is responsible to ensure all Support payments to Paradigm are current.

9. Complaints

All complaints relating to the operation of the support service by either party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems. Such complaints may relate to the following aspects:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document or the relationship between the Client and Paradigm.

10. Other Service Level Requirements Exclusions

Services provided do not include support for system environment changes necessitated by the Client or outside of the control of Paradigm. Examples of exclusions include, but are not limited to:

- Client infrastructure equipment upgrades or re-installations (e.g. Servers, DBMS Upgrades, Network Changes, File migrations, Middleware Upgrades, etc.)
- Third-Party Vendor software changes (e.g. New Versions, Interfaces, File Imports / Exports, Anti-Virus, etc.)



STATE OF
WASHINGTON

BUSINESS LICENSE

Limited Liability Company

PARADIGM SOFTWARE, L.L.C.
STE 200
113 OLD PADONIA RD
COCKEYSVILLE MD 21030-4967

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

Issue Date: Apr 19, 2024

Unified Business ID #: 602884619

Business ID #: 001

Location: 0001

Expires: Apr 30, 2025

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 602884619 001 0001

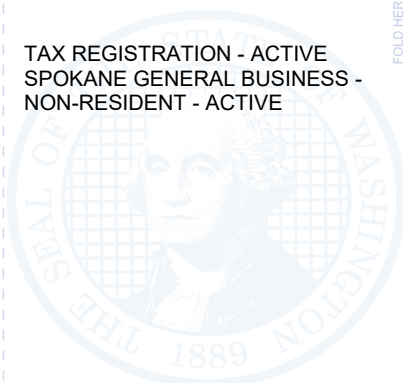
PARADIGM SOFTWARE, L.L.C.
STE 200
113 OLD PADONIA RD
COCKEYSVILLE MD 21030-4967

FOLD HERE

TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS -
NON-RESIDENT - ACTIVE

FOLD HERE

STATE OF WASHINGTON



Expires: Apr 30, 2025

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Riggs, Counselman, Michaels & Downes, Inc. 555 Fairmount Avenue Towson MD 21286	CONTACT NAME: CLS certs 24Jan 22-25Mar 23-26Jan GAU5WCr PHONE (A/C, No, Ext): 410-339-7263 FAX (A/C, No): 410-339-7234 E-MAIL ADDRESS: CLS.Certs@rcmd.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Casualty and Surety Company of America</td> <td>31194</td> </tr> <tr> <td>INSURER B : Sentinel Insurance Company Limited</td> <td>11000</td> </tr> <tr> <td>INSURER C : Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Casualty and Surety Company of America	31194	INSURER B : Sentinel Insurance Company Limited	11000	INSURER C : Trumbull Insurance Company	27120	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Paradigm Software, LLC. 113 Old Padonia Road Suite 200 Cockeysville MD 21030	PARASOF-01														

COVERAGES

CERTIFICATE NUMBER: 199550514

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		30SBABY2372	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			30SBABY2372	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			30SBABY2372	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	30WECCU9166	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	ERISA Fidelity			106415973	3/1/2022	3/1/2025	Limit \$80,000
A	Employee Dishonesty			107491036	1/1/2023	1/1/2026	Limit \$1,000,000 Retention \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Spokane, its officers and employees are included as Additional Insured under General Liability as required by written contract. Umbrella follows form of underlying coverage of General Liability, Automobile Liability and Employers Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane, WA
 808 W Spokane Falls Blvd
 Spokane WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/13/2024**Committee Agenda type:** Consent**Date Rec'd**

4/25/2024

Clerk's File #

OPR 2024-0383

Renews #**Cross Ref #****Council Meeting Date:** 05/20/2024**Submitting Dept**

INFORMATION TECHNOLOGY

Project #**Contact Name/Phone**

DAN WORDELL 625-6456

Bid #**Contact E-Mail**

DWORDELL@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Contract Item

Council Sponsor(s)

PDILLON BWILKERSON MCATHCART

Agenda Item Name

5300 - RAMPS GRANT PROGRAM COLLABORATION WITH EWU AND SFCC

Agenda Wording

The grant application will be submitted by EWU and the City of Spokane will be a subrecipient creating a partnership grant award required by SMC 07.19 to be brought forth to council to get a letter of support.

Summary (Background)

The grant acceptance agenda is on the current agenda for May 6, 2024. As part of the Department of Commerce's Principles for Highly Effective Workforce Investments and Good Jobs Principles, RAMPS will support the NIST-led NICE program. Effective partnerships will focus on bringing together employers and educators to focus on developing the skilled and diverse workforce to meet industry needs within a local or regional economy.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 32,450.00

Current Year Cost \$ 16,225.00

Subsequent Year(s) Cost \$ 16,225.00

Narrative

Dan Wordell will work with EWU to identify up to 2 cybersecurity interns that would work 19 hours a week for the academic year, and then fulltime for one summer. Salaries costs would be provided by the grant.

Amount**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	MARTINEZ, LAZ
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	5/6/24
Submitting Department	IT
Contact Name	Dan Wordell, 625-6456
Contact Email & Phone	dwordell@spokanecity.org
Council Sponsor(s)	<u>CM Dillon, CP Wilkerson, CM Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	RAMPS Grant Program collaboration with EWU and SFCC.
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The grant acceptance agenda is on the current agenda for May 6, 2024.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>NIST announced a new Notice of Funding Opportunity (NOFO) to support Regional Alliances and Multistakeholder Partnerships to Stimulate (RAMPS) cybersecurity education and workforce development. The funding expands the existing RAMPS program* and anticipates awarding an additional fifteen awards of up to \$200,000 through cooperative agreements.</p> <p>As part of the Department of Commerce's Principles for Highly Effective Workforce Investments and Good Jobs Principles, RAMPS will support the NIST-led NICE program. NICE works with government, academia, and the private sector to advance cybersecurity education and workforce. Effective partnerships will focus on bringing together employers and educators to focus on developing the skilled and diverse workforce to meet industry needs within a local or regional economy.</p> <p>The grant application will be submitted by EWU and the City of Spokane will be a subrecipient creating a partnership grant award required by SMC 07.19 to be brought forth to council to get a letter of support.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$32,450.00</u></p> <p style="padding-left: 20px;">Year 1 cost: \$16,225</p> <p style="padding-left: 20px;">Year 2 cost: \$16,225</p> <p>Narrative: <u>Dan Wordell will work with EWU to identify up to 2 cybersecurity interns that would work 19 hours a week for the academic year, and then fulltime for one summer. Salaries costs would be provided by the grant.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? 2 years</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: ()</p>	

Operations Impacts (If N/A, please give a brief description as to why)
What impacts would the proposal have on historically excluded communities? Not applicable – IT Related, Data Security
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not applicable – IT Related, Data Security
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Not applicable – IT Related, Data Security
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Not applicable – IT Related, Data Security



OPR 2024-0383

I am pleased to write this Letter of Commitment to Eastern Washington University (EWU) and their pursuit of the Regional Alliances and Multistakeholder Partnerships to Stimulate (RAMPS) cybersecurity education and workforce development grant program. This multistakeholder workforce partnership with regional employers is a value in the development for cybersecurity education and workforce development. The City of Spokane, Information Security Office will provide internships for EWU students pursuing carries in cybersecurity. EWU internships will be hired by EWU with the City's Information Security Office providing the cybersecurity professional development opportunity.

The RAMPS program will be a benefit to selected EWU cybersecurity students and the City of Spokane, by providing labor resources critical workforce skills to the city and provide real world cybersecurity experience to EWU students.

If the proposal submitted by Dr. Steiner for the RAMPS grant is awarded, it is my intent to collaborate and/or commit resources as required by the NIST Notice of Funding Opportunity.

Thank you,

A handwritten signature in blue ink that reads "Dan Wordell".

Dan Wordell
Information Security Officer
Information Technology Division



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/22/2024

Committee Agenda type: Discussion

Date Rec'd

4/2/2024

Clerk's File #

ORD C36520

Renews #

Cross Ref #

Council Meeting Date: 05/13/2024

Submitting Dept

ACCOUNTING & GRANTS

Project #

Contact Name/Phone

MATT BOSTON 625-6820

Bid #

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

BWILKERSON ZZAPPONE

Agenda Item Name

5600 - SBO ARPA ALLOCATION

Agenda Wording

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane govern

Summary (Background)

This SBO would reallocate funding from various projects identified in a ARPA funding claw back exercise and toward the following projects in the below amounts: \$2,650,000 is provided solely to support a new housing model. \$1,800,000 is provided solely to ensure adequate addiction treatment facilities. \$ 484,809.36 is provided solely to for the purpose of Childcare Center Capital Projects.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 4.93 million

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

Narrative

ARPA encumbrances must be set by the end of 2024.

Amount

Budget Account

Neutral \$ 4.93 M

1425-various

Neutral \$

#

Neutral \$

#

Select \$

#

\$

#

\$

#

Council Briefing Paper

Finance & Administration Committee

Committee Date	4/22/24
Submitting Department	Finance
Contact Name	CP Wilkerson
Contact Email & Phone	bwilkerson@spokanecity.org
Council Sponsor(s)	CP Wilkerson, CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 10min
Agenda Item Name	Special Budget Ordinance – ARPA Reallocation
Grant Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
Summary What is the specific purpose or need for the budget adjustment? What changes or developments have triggered this request?	<p>This SBO would reallocate funding from various projects identified in a ARPA funding claw back exercise and toward the following projects in the below amounts:</p> <p>\$2,650,000 is provided solely to support a new housing model. \$1,800,000 is provided solely to ensure adequate addiction treatment facilities.</p> <p>\$ 484,809.36 is provided solely to for the purpose of Childcare Center Capital Projects.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>Reallocation of \$TBD</u> Current year cost: Subsequent year(s) cost:	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? ARPA encumbrances must be set by the end of 2024.	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) ARPA encumbrances must be set by the end of 2024 to be spent by end of 2026.	
Operations Impacts (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> • What are the net impacts this adjustment will have on the specifically affected line items? Increased investment in health, human services, and accessibility to create an overall vibrant, clean and safe community. • What operational changes will occur because of this adjustment? This list is more manageable for staff and has a greater likelihood to be encumbered by end of year. 	

- What are the potential risks or consequences of not approving the budget adjustment?
If not encumbered by end of year, the potential risk is ARPA funds needing to be returned to Treasury.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This proposal aligns with the City to deliver efficient services and facilitate economic opportunity and enhance the quality of life for its residents.

What current racial and other inequities might this special budget ordinance address?

These initiatives assist the unhoused, addicted, indigent and those struggling to provide the broadband utility to their households.

ORDINANCE NO C36520

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the American Rescue Plan Fund which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the American Rescue Plan Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Reallocate part of the appropriation of \$60,000 that was previously allocated for the purpose of ADU Permits.
- 2) Reallocate part of the appropriation of \$50,000 that was previously allocated for the purpose of Chief Recruitment.
- 3) Reallocate the appropriation of \$1,181,190.49 that was previously allocated for the purpose of Projects of City Wide Significance.
- 4) Reallocate the appropriation of \$74,811.42 that was previously allocated for the purpose of EV Stations.
- 5) Reallocate the appropriation of \$1,793,921.82 that was previously allocated for the purpose of the Municipal Court Justice Building.
- 6) Reallocate the appropriation of \$1,300,000 that was previously allocated for the purpose of Youth Behavioral Health.
- 7) Decrease appropriation by \$474,885.63.
 - A) Of the decreased appropriation, \$474,885.63 is removed solely from other miscellaneous charges.
- 8) Of the reallocated appropriation, \$2,650,000 is provided solely to support a new housing model.
- 9) Of the reallocated appropriation, \$1,800,000 is provided solely to ensure adequate addiction treatment facilities.
- 10) Of the reallocated appropriation \$ 484,809.36 is provided solely to for the purpose of Childcare Center Capital Projects.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to re-allocate ARPA funding for other purposes, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Strike Section 1 of the ordinance and insert the following:

Section 1. That in the budget of the American Rescue Plan Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Reallocate part of the appropriation of \$60,000 that was previously allocated for the purpose of ADU Permits
- 2) Reallocate part of the appropriation of \$50,000 that was previously allocated for the purpose of Chief Recruitment
- 3) Reallocate the appropriation of \$1,190,914.61 that was previously allocated for the purpose of Projects of City Wide Significance
- 4) Reallocate the appropriation of \$74,811.42 that was previously allocated for the purpose of EV Stations.
- 5) Reallocate the appropriation of \$1,793,921.82 that was previously allocated for the purpose of the Municipal Court Justice Building.
- 6) Reallocate the appropriation of \$1,300,000 that was previously allocated for the purpose of Youth Behavioral Health.

- 7) Decrease appropriation by \$474,885.63.
 - A) Of the decreased appropriation, \$474,885.63 is removed solely from other miscellaneous charges.

- 8) Of the reallocated appropriation, \$2,524,233.26 is provided solely to support a new housing model.
- 9) Of the reallocated appropriation, \$1,674,233.26 is provided solely to ensure adequate addiction treatment facilities.
- 10) Of the reallocated appropriation \$201,533.48 is provided solely for the purpose of childcare services.
- 11) Of the reallocated appropriation \$544,533.48 is provided solely for the purpose of municipal criminal justice services.

Strike Section 1 of the ordinance and insert the following:

Section 1. That in the budget of the American Rescue Plan Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Reallocate part of the appropriation of \$60,000 that was previously allocated for the purpose of ADU Permits
- 2) Reallocate part of the appropriation of \$50,000 that was previously allocated for the purpose of Chief Recruitment
- 3) Reallocate the appropriation of \$1,190,914.61 that was previously allocated for the purpose of Projects of City Wide Significance
- 4) Reallocate the appropriation of \$74,811.42 that was previously allocated for the purpose of EV Stations.
- 5) Reallocate the appropriation of \$1,793,921.82 that was previously allocated for the purpose of the Municipal Court Justice Building.
- 6) Reallocate the appropriation of \$1,300,000 that was previously allocated for the purpose of Youth Behavioral Health.

- 7) Decrease appropriation by \$474,885.63.
 - A) Of the decreased appropriation, \$474,885.63 is removed solely from other miscellaneous charges.

- 8) Of the reallocated appropriation, \$650,000 is provided solely to support a new housing model.
- 9) Of the reallocated appropriation, \$500,000 is provided solely to ensure adequate addiction treatment facilities.
- 10) Of the reallocated appropriation \$507,000 is provided solely to for the purpose of childcare services.
- 11) Of the reallocated appropriation \$544,533.48 is provided solely to for the purpose of community justice services.
- 12) Of the reallocated appropriation \$250,000 is provided solely to for the purpose of neighborhood lighting projects.
- 13) Of the reallocated appropriation \$200,000 is provided solely to for the purpose of youth sports.
- 14) Of the reallocated appropriation \$1,000,000 is provided solely to for the purpose of clean and safe programs.
- 15) Of the reallocated appropriation \$150,000 is provided solely to for the purpose of the Cannon Hill Pond project.
- 16) Of the reallocated appropriation \$250,000 is provided solely to for the purpose of the Beacon Hill / Shields Park project.
- 17) Of the reallocated appropriation \$793,000 is provided solely to for the purpose of sidewalk projects.
- 18) Of the reallocated appropriation \$100,000 is provided solely to for the purpose of planning for public restrooms.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 05/06/2024

Committee Agenda type: Discussion

Date Rec'd 4/23/2024

Clerk's File # ORD C36521

Renews #

Cross Ref #

Council Meeting Date: 05/20/2024

Submitting Dept POLICE

Project #

Contact Name/Phone ERIC OLSEN 4505

Bid #

Contact E-Mail EOLSEN@SPOKANEPOLICE.ORG

Requisition #

Agenda Item Type Special Budget Ordinance

Council Sponsor(s) PDILLON MCATHCART LNAVARRETE

Agenda Item Name 0680 - SBO - 2024 FEDERAL/STATE FORFEITURE FUNDING

Agenda Wording

There is currently approximately \$314,000 in the State Drug Forfeiture Fund account and \$430,000 in the Federal Forfeiture Fund account. Requesting items to be purchased using these funds.

Summary (Background)

There is currently approximately \$314,000 in the State Drug Forfeiture Fund account and \$430,000 in the Federal Forfeiture Fund account. Please refer to briefing paper for the detailed list of requested items to be purchased with these funds. This will leave \$224,000 in the forfeiture fund accounts.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 520,000

Current Year Cost \$ 520,000

Subsequent Year(s) Cost \$

Narrative

Funds are only spent after received and never budgeted in-excess of current fund balance.

Amount

Budget Account

Expense \$ 520,000

1560-various

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	May 6 th , 2024
Submitting Department	Police
Contact Name	Assistant Chief McNab
Contact Email & Phone	eolsen@spokanepolice.org 835-4505
Council Sponsor(s)	Councilmembers Dillion, Cathcart, and Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – 2024 Federal/State Forfeiture Funding
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>The Spokane Police Department currently has a fund balance of approximately \$314,000 in the State Drug Forfeiture Fund account and \$430,000 in the Federal Forfeiture Fund account. The following is a list of requested items to be purchased using these funds.</p> <ol style="list-style-type: none"> 1. Due to collisions and mechanical failure, the Investigative Bureau of the Police Department is in need of additional undercover vehicles for use in the investigation of drug sales and other felony crimes. We are requesting budget authority to utilize \$100,000 of the forfeiture accounts for the purchase and commissioning of three undercover vehicles. 2. The Major Crimes Unit is requesting budget authority of \$140,000 to purchase a new Leica crime scene scanner. Our current scanner, purchased in 2018, is reaching the end of its service life. 3. SPD’s Technical Assistance and Response Unit is requesting \$160,000 for Cellebrite – which is a critical software used in the investigation of a multitude of crimes to include Homicide, Human Trafficking, Illegal Drug Trafficking, and many others. 4. The Special Investigations Unit is requesting \$25,000 for the purchase of PAPRs (Powered Air Purifying Respirators) for safe operations in environments where powdered fentanyl may be encountered. 5. The Special Investigations Unit is requesting \$80,000 for confidential funds. Based on the projected use, this should carry the unit for the rest of the year. 6. The Air Support Unit is requesting \$15,000 for training in the use of new drones. <p>Remaining fund balances, excluding incoming deposits, would be approximately \$224,000 for the year end 2024.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$520,000</u></p> <p style="padding-left: 20px;">Current year cost: \$520,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost:</p>	

Funding Source One-time Recurring N/A

Specify funding source: Reserves

Is this funding source sustainable for future years, months, etc? Yes – funds are only spent after received and never budgeted in-excess of current fund balance.

Expense Occurrence One-time Recurring N/A

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impacts (If N/A, please give a brief description as to why)

- What are the net impacts this adjustment will have on the specifically affected line items?

This SBO proposes to use forfeiture funds to supplement the Police budget. It will have a net zero impact on the actual budget line while supplying essential equipment, training, and funds to allow Police operations to continue in a safe and effective manner.

- What operational changes will occur because of this adjustment?

It will provide the essential equipment, training, and funds to allow Police operations to continue in safe, effective manner. The only new (not replacement) items on this list are the PAPRS (Powered Air Purifying Respirators), and they have become vital due to the frequency with which our detectives/officers are encountering powered fentanyl – which is very dangerous/lethal. This also includes a request for the Air Support Unit to attend training essential to the use of new technology/tools.

- What are the potential risks or consequences of not approving the budget adjustment?

1. Due to mechanical failures, collisions, and normal wear & tear, our Tactical Operations Unit (which are detectives and officers that typically operate in an undercover status) has run out of vehicles. We have had to reassign vehicles from other Divisions – leaving them short and the Tac-Ops Unit with no spares. These vehicles are needed to continue to investigate and arrest violent criminals, human and drug traffickers, along with other crime types.
2. The Major Crimes Unit implemented the use of our current Leica RTC360 scanner in November of 2018. Shortly after placing it into service it has become mission critical equipment for MCU. To date we have documented over 275 scenes with our current scanner. Due to time, wear, and the volume of scenes, our current RTC360 is reaching the end of its service-life. Prior to the implementation of the Leica RTC360 scanner; documentation occurred through only a few means: photography, hand drawn sketches, and two-dimensional diagrams created using surveying equipment and mapping software.
3. Cellebrite software has become the industry standard for digital investigations across the nation – if not the world. SPD’s investigational capacity would be extremely crippled without this key tool to investigate most every crime type, but particularly human trafficking, child pornography, homicides, and others.
4. PAPRS (Powered Air Purifying Respirators) are necessary due to the frequency with which our detectives/officers are encountering powered fentanyl, and our staff’s health and very life could be placed in jeopardy without them.
5. Confidential funds are used to conduct controlled substance, human trafficking investigations, and acquiring key information. Most of these operations / investigations would cease without these funds. This adjustment should allow these operations to continue through the remainder of the year.

6. SPD is acquiring new remote air units through a technology grant. It is essential our pilots are trained in the safe, legal and efficient use of these new tools.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

All of these adjustments to the budget align with current City Policies, the Comprehensive Plan, Sustainability Action Plan, Neighborhood Master Plans, and Council Resolutions. It will have a net zero impact on the actual budget line while supplying essential equipment, training, and funds to allow Police operations to continue in a safe and effective manner with the goal of making Spokane a safer place to live and thrive.

What current racial and other inequities might this special budget ordinance address?

This SBO will supply essential equipment, training, and funds to allow Police operations to continue in a safe and effective manner with the goal of making Spokane a safer place for everyone to live and thrive.

ORDINANCE NO C36521

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Forfeitures and Contributions Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Forfeitures and Contributions Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$520,000.
 - A) Of the increased appropriation, \$100,000 is to be provided solely for vehicles.
 - B) Of the increased appropriation, \$140,000 is to be provided solely for machinery/equipment.
 - C) Of the increased appropriation, \$160,000 is to be provided solely for software maintenance.
 - D) Of the increased appropriation, \$25,000 is to be provided solely for personal protective equipment.
 - E) Of the increased appropriation, \$80,000 is to be provided solely for confidential funds.
 - F) Of the increased appropriation, \$15,000 is to be provided solely for registration/schooling.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from needs throughout the police investigative unit, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/06/2024**Committee Agenda type:** Discussion**Date Rec'd**

4/25/2024

Clerk's File #

ORD C36522

Renews #**Cross Ref #****Council Meeting Date:** 05/20/2024**Submitting Dept**

CITY COUNCIL

Project #**Contact Name/Phone**

CM DILLON X6254

Bid #**Contact E-Mail**

PDILLON@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Emergency Ordinance

Council Sponsor(s)

PDILLON LNAVARRETE

Agenda Item Name

0320 - ORDINANCE ESTABLISHING MORATORIUM IN LATAH VALLEY /

Agenda Wording

Ordinance establishing one-year moratorium on subdivision applications in the Latah Valley / Grandview Thorpe neighborhoods, and setting a hearing pursuant to RCW 36.70A.390.

Summary (Background)

An ordinance imposing an immediate one-year moratorium relating to subdivision applications for unplatted property in the Latah/Hangman and Grandview/Thorpe Neighborhoods, and setting a hearing per RCW 36.70A.390. This is due to a significant increase in residential development and an inadequate availability of fire protections resources, as well as ingress and egress in the event of an emergency. The ordinance includes an emergency clause.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ Unknown

Current Year Cost \$ Unknown

Subsequent Year(s) Cost \$ Unknown

Narrative

If enacted, the moratorium will trigger a need to conduct significant planning around wildfire safety and emergency ingress/ingress measures. The cost, timeline and funding source for such planning has not yet been identified.

Amount**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Briefing Paper

Public Safety & Community Health Committee

Committee Date	05/06/24
Submitting Department	City Council
Contact Name	Paul Dillon
Contact Email & Phone	pdillon@spokanecity.org X6254
Council Sponsor(s)	Dillon, Navarrete
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 20 minutes
Agenda Item Name	Ordinance Establishing Development Moratorium in Latah Valley
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>An ordinance imposing an immediate moratorium relating to subdivision applications for unplatted property in the Latah/Hangman and Grandview/Thorpe Neighborhoods, and setting a hearing per RCW 36.70A.390. This is due to a significant increase in residential development and an inadequate availability of fire protections resources, as well as ingress and egress in the event of an emergency.</p> <p>The ordinance would impose a one year moratorium on any development applications for unplatted parcels in the affected area. Per RCW 36.70A.390 a hearing must be conducted within 60 days of enactment. The draft ordinance assumes a Council adoption date of June 3 and hearing date of July 29.</p> <p>Emergency Clause: Yes</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Unknown Subsequent year(s) cost: Unknown Narrative: If enacted, the moratorium will trigger a need to conduct significant planning around wildfire safety and emergency ingress/ingress measures. The cost, timeline and funding source for such planning has not yet been identified. Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) None identified	
Operations Impacts (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? 	

None known or identified. The area affected is not traditionally viewed as a historically excluded community.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The moratorium will trigger extensive planning to determine wildfire safety and emergency measures. Any impacts on communities based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities may be identified in planning.

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Ongoing data collection will continue, particularly in the area of fire risk, mitigation and prevention. See response to previous question.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Public safety is an important element in every city plan. Moratoriums regulate unplanned development in certain areas, but also provide for a period of time for planning to ensure appropriate safety elements are included, and development does not burden an area with growing housing without appropriate safety infrastructure.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

No council subcommittee. Not applicable.

ORDINANCE NO. C36522

AN ORDINANCE imposing an immediate one-year moratorium on new preliminary subdivision and short subdivision applications in the Latah/Hangman and Grandview/Thorpe Neighborhoods; setting a public hearing; and declaring an emergency.

WHEREAS, there has been a significant increase in residential development in the Latah/Hangman and Grandview/Thorpe Neighborhoods in recent years; and

WHEREAS, the City of Spokane has identified and begun initial investments for a permanent community fire station that can support a regional wildland fire response. The facility will serve as a regional interagency resource for routine threats from fire and emergency medical incidents; and

WHEREAS, the City of Spokane is in the process of updating its Comprehensive Plan by year 2026 to include climate resiliency and better fire response times; and

WHEREAS, the City Council has identified urgent changes for wildland fire protection that are needed to serve the increased growth and development occurring and anticipated in the Latah/Hangman and Grandview/Thorpe Neighborhoods; and

WHEREAS, pursuant to RCW 19.27.560 *et seq* and Chapter 17F.110.010 of the Spokane Municipal Code (SMC), the City will adopt an amended Wildland Urban Interface Code (WUI); and

WHEREAS, the Latah/Hangman and Grandview/Thorpe areas are within Spokane's highest-risk wildland-urban interface (WUI) zone and was adjacent to several major wildfires in summer 2023, including the devastating Gray Fire; and

WHEREAS, by enacting RCW 19.27.560 *et seq*, the legislature intended to enable cities to plan for new growth and development by establishing minimum regulations for land use and the built environment in designated WUI areas for the stated purpose of mitigating wildfire hazard; and

WHEREAS, the Washington State Legislature updated 19.27.560 with SB 6120 in 2024 so cities may complete their own map of areas at greatest risk from wildfire for use in applying the WUI Code, and whereas further any map adopted by counties, cities, and towns must utilize the same or substantially similar criteria as the statewide map developed by Department of Natural Resources (DNR); and

WHEREAS, all counties, cities, and towns issuing commercial and residential building permits in areas identified as high risk or very high risk on the

statewide map or local map of areas at greatest risk from wildfire must apply the code as adopted by the State Building Code Council; and

WHEREAS, a moratorium enacted under RCW 36.70A.390 is a method by which local governments may preserve the status quo so that new plans and regulations will not be rendered moot by intervening development; and

WHEREAS, pursuant to RCW 36.70A.390, a moratorium may be effective for one year if a work plan is developed for related studies; and

WHEREAS, RCW 36.70A.390 authorizes the enactment of a moratorium without a hearing (see also *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995)); and

WHEREAS, pursuant to RCW 36.70A.390, when the City Council adopts a moratorium without holding a public hearing on the proposed moratorium, it must hold a hearing on the adopted moratorium within at least sixty days of its adoption; and

WHEREAS, the City intends to impose a moratorium on the acceptance, processing, review and approval of applications for new preliminary short subdivisions and preliminary subdivisions within the Latah/Hangman and Grandview/Thorpe Neighborhoods as further depicted in the attached Exhibit A, which is incorporated into these findings by reference; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act (“SEPA”); and

WHEREAS, the City Council finds that the moratorium imposed by this ordinance is necessary for the protection of the public peace, health, or safety and for the immediate support of City government and its existing public institutions.

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council’s initial findings of fact in support of the moratorium established by this ordinance. The City Council may, in its discretion, adopt additional findings after public hearing referenced in Section 5 below.

Section 2. Moratorium Imposed. A moratorium is imposed on the acceptance, processing, review and approval of applications for new preliminary short subdivisions and preliminary subdivisions (collectively “Subdivision Applications”), in those portions of the Latah/Hangman and Grandview/Thorpe Neighborhoods shown in the attached Exhibit A (referred to herein as the “Moratorium Zone”).

During the term of this moratorium, the City will not accept, process, review and/or approve new applications for preliminary short subdivisions or preliminary subdivisions for sites in the Moratorium Zone, but will continue to process applications that were counter complete, as provided in the Spokane Municipal Code, prior to the effective date of this ordinance. The moratorium shall not apply to applications for preliminary short subdivisions and preliminary subdivisions that vested prior to the effective date of this ordinance.

Section 3. Purposes and Work Plan. The purpose of this moratorium is to allow the City adequate time to assess the threat of wildfire to the Latah/Hangman and Grandview/Thorpe Neighborhoods, plan for and implement the necessary mitigations, and adopt related code changes. Expected work items include:

- Amending Section 17F.110.010; and
- Performing a full assessment of wildfire risks and mitigation strategies throughout the area; and
- Establishing emergency response procedures within the area; and
- Planning the construction of firefighting infrastructure, including a permanent Latah Fire Station; and
- Modifying other sections of the Spokane Municipal Code as necessary to protect the health and safety of residents.

Pursuant to RCW 36.70A.390, this moratorium does not apply to building permit applications for the construction of transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed or to building permit applications for or the construction of indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed.

Section 4. Duration of Moratorium. The moratorium imposed by this Ordinance shall be in effect for a period of one year, beginning on the date of the adoption of this Ordinance. During this period, the City will work on updating a Latah Master Plan while it assesses and collects data in the Latah/Hangman and Grandview/Thorpe Neighborhoods consistent with Section 3 above.

Section 5. Public Hearing on Moratorium. Pursuant to RCW 36.70A.390, the City Council shall hold a public hearing on this moratorium on _____, 2024. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium.

Section 6. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent

jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 7. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 8. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED BY THE CITY COUNCIL ON _____, 2024.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Exhibit A Map of Moratorium Zone

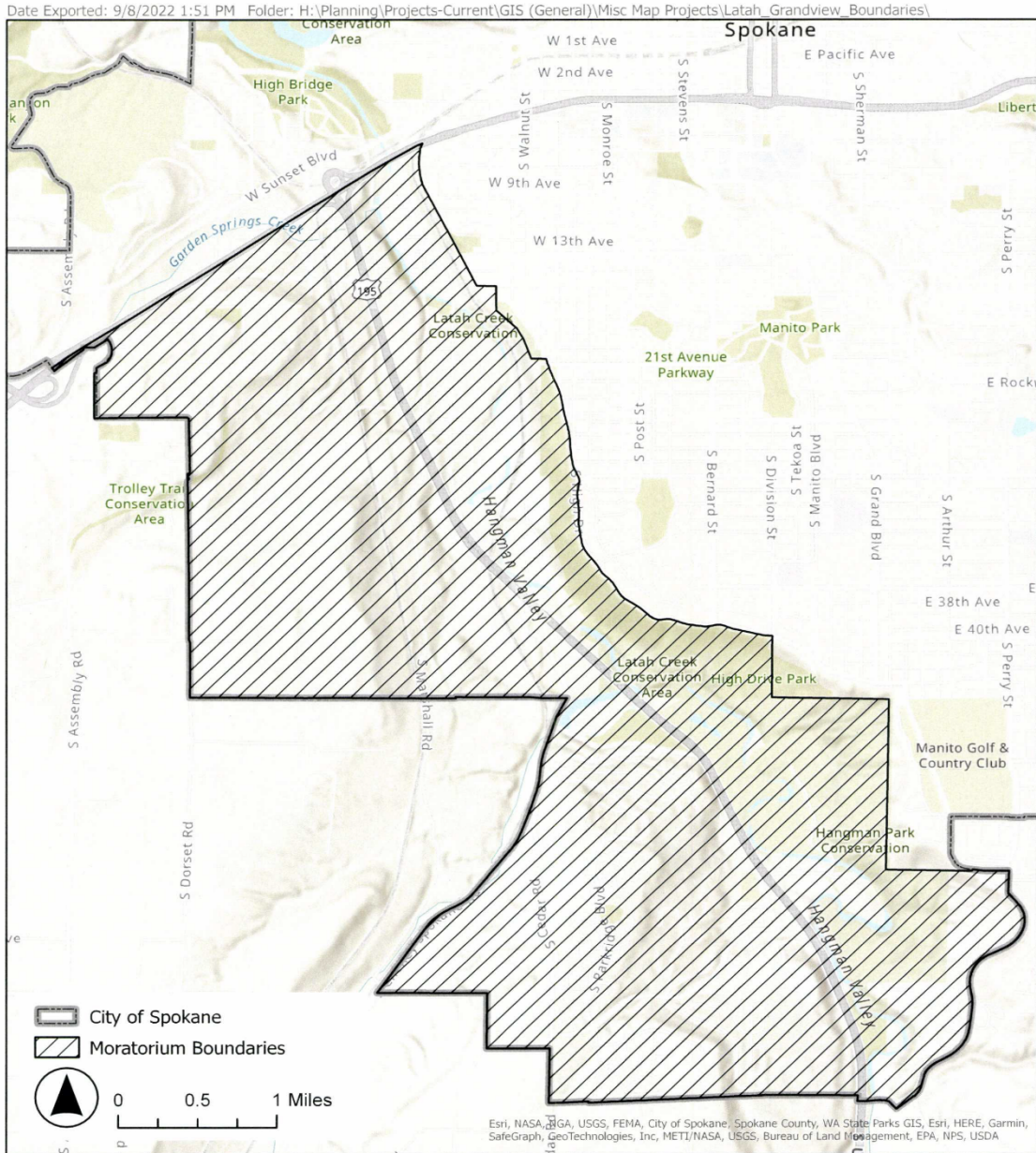


Exhibit A: Ordinance No. C-XXXXX Latah/Hangman & Grandview/Thorpe Moratorium Area

This is not a legal document:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/06/2024**Committee Agenda type:** Discussion**Date Rec'd**

4/25/2024

Clerk's File #

RES 2024-0048

Renews #**Cross Ref #****Council Meeting Date:** 05/20/2024**Submitting Dept**

FINANCE, TREASURY & ADMIN

Project #**Contact Name/Phone**

MATT BOSTON 625-6820

Bid #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Resolutions

Council Sponsor(s)

PDILLON BWILKERSON MCATHCART

Agenda Item Name

0410 - PUBLIC SAFETY DEBT RESTRUCTURE

Agenda Wording

This resolution for \$4,750,000 including costs of issuance is refinancing the balance of the 2017, 2018, 2019 & 2020 Series of Public Safety SIP Loans totaling \$ 4,652,745.24

Summary (Background)

consolidating them to one loan with zero debt payment in 2024 with principal and interest payments through December 01, 2028 and equalizing the annual debt service to \$ 1,334,969.93 per year at an estimated interest rate of 5.13%. The actual rate will be a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%) at the time of restructure.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 4,750,000.00

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 1,333,969.93.

Narrative

This resolution is the restructuring of 4 Public Safety SIP Loans and consolidating to one loan for equalization of payment over the years 2025-2028

Amount**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	05/06/2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org
Council Sponsor(s)	<u>CM Dillon, CP Wilkerson, CM Cathcart</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Public Safety Debt Restructure
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>On November 27, 2023 City Council passed Ordinance C36467 entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024" as a part of that budget adoption it requires the Public Safety SIP Loan Debt to be restructured as there was zero debt service payments budgeted in 2024 thus saving the General Fund \$2,091,354.45 in 2024</p> <p>This resolution for \$4,750,000 including costs of issuance is refinancing the balance of the 2017, 2018, 2019 & 2020 Series of Public Safety SIP Loans totaling \$ 4,652,745.24 and consolidating them to one loan with zero debt payment in 2024 with principal and interest payments through December 01, 2028 and equalizing the annual debt service to \$ 1,334,969.93 per year at an estimated interest rate of 5.13%. The actual rate will be a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%) at the time of restructure.</p>
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>\$4,750,000</u></p> <p> Current year cost: \$0</p> <p> Subsequent year(s) cost: \$1,334,969.93</p> <p>Narrative: <u>This resolution is the restructuring of 4 Public Safety SIP Loans and consolidating to one loan for equalization of payment over the years 2025-2028</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Reallocation</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

CITY OF SPOKANE, WASHINGTON

PUBLIC SAFETY EQUIPMENT AND APPARATUS

**LIMITED TAX GENERAL OBLIGATION REFUNDING BOND
SERIES 2024 (TAXABLE)**

RESOLUTION NO. 2024 – 0048

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed \$4,750,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

ADOPTED MAY 20, 2024

PREPARED BY:

KUTAK ROCK LLP
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

**PUBLIC SAFETY EQUIPMENT AND APPARATUS
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND
SERIES 2024 (TAXABLE)
RESOLUTION NO. 2024-[____]**

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* This Table of Contents and the cover pages are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2024 – [____]

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed \$4,750,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

WHEREAS, pursuant to Resolution 2014-0079, the City authorized a series of multiple draw interfund loans from the Spokane Investment Pool (the “**SIP**”) to the Asset Management Fund (the “**Project Fund**”), in the aggregate amount of not to exceed \$26,000,000 (the “**Public Safety Loan Series**”), to be used to finance the purchase of public safety equipment, vehicles and apparatus; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized a \$4,785,062.00 draw on the Public Safety Loan Series (the “**2017 Public Safety Loan**”); and

WHEREAS, pursuant to Resolution 2020-0065, the City authorized its Limited Tax General Obligation Refunding Bond, 2020 Series E-7 (Public Safety Equipment and Apparatus 2017 – Taxable) in the original principal amount of \$3,524,125.13 (the “**Series E-7 Bond**”), which Series E-7 Bond refinanced the 2017 Public Safety Loan in its entirety and which Series E-7 Bond remains outstanding in the principal amount of \$754,592.84; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized a \$4,155,485.00 draw on the Public Safety Loan Series (the “**2018 Public Safety Loan**”); and

WHEREAS, pursuant to Resolution 2020-0065, the City authorized its Limited Tax General Obligation Refunding Bond, 2020 Series E-8 (Public Safety Equipment and Apparatus 2018 – Taxable) in the original principal amount of \$4,325,058.90 (the “**Series E-8 Bond**”), which Series E-8 Bond refinanced the 2018 Public Safety Loan in its entirety and which Series E-8 Bond remains outstanding in the principal amount of \$1,301,993.84; and

WHEREAS, pursuant to Resolution 2019-0034, the City authorized a \$4,527,938.00 draw on the Public Safety Loan Series (the “**2019 Public Safety Loan**”); and

WHEREAS, pursuant to Resolution 2020-0065, the City authorized its Limited Tax General Obligation Refunding Bond, 2020 Series E-9 (Public Safety Equipment and Apparatus 2019 – Taxable) in the original principal amount of \$4,527,938.00 (the “**Series E-9 Bond**”), which

Series E-8 Bond refinanced the 2019 Public Safety Loan in its entirety and which Series E-9 Bond remains outstanding in the principal amount of \$993,633.38; and

WHEREAS, pursuant to Resolution 2020-0076, the City authorized its Public Safety Equipment and Apparatus Limited Tax General Obligation Bond, Series 2020 (Taxable) in the original principal amount of \$3,880,172.00 (the “**Series 2020 Bond**” and, together with the Series E-7 Bond, the Series E-8 Bond and the Series E-9 Bond, the “**Refunded Bonds**”), which Series 2020 Bond remains outstanding in the principal amount of \$1,571,057.74; and

WHEREAS, RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City’s Administrative Policy and Procedure for Investments (“**Investment Policy**”) authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the City’s Spokane Internal Lending Program Underwriting Guidelines authorize the City to renew loan maturities for periods not to exceed five years for each renewal, as further set forth therein; and

WHEREAS, the City now desires to issue its Public Safety Equipment and Apparatus Limited Tax General Obligation Refunding Bond, Series 2024 (Taxable) in the aggregate principal amount of not to exceed \$4,750,000 to restructure, refinance and refund the Refunded Bonds.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

SECTION 1. DEFINITIONS. As used in this Resolution the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Asset Management Fund or **Project Fund** means the City’s existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bond shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond shall be paid into a separate account within the Asset Management Fund and used to pay the costs of refinancing the Refunded Bonds and paying the costs of issuance of the Bonds.

Bond means the City of Spokane Public Safety Equipment and Apparatus Limited Tax General Obligation Refunding Bond, Series 2024 (Taxable), issued pursuant to this Resolution in the principal amount of not to exceed \$4,750,000.

Bond Owner or **Registered Owner** means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bond.

City means the City of Spokane, Spokane County, Washington, a first-class city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Maturity Date means a date established by SIP upon purchase of the Bond, in conformance with the semi-annual payment dates for the Bond, provided, such date shall not exceed the date that is five years from the date of issuance of the Bond.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington or the City's Investment Policy as amended from time to time.

Refunded Bonds means, collectively, the Series E-7 Bond, the Series E-8 Bond, the Series E-9 Bond and the Series 2020 Bond.

Resolution means this Resolution, which authorizes, among other things, the City to issue the Bond.

Series 2020 Bond has the meaning ascribed thereto in the recitals hereof.

Series E-7 Bond has the meaning ascribed thereto in the recitals hereof.

Series E-8 Bond has the meaning ascribed thereto in the recitals hereof.

Series E-9 Bond has the meaning ascribed thereto in the recitals hereof.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the first day of the month in which the Bond is issued, as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

SECTION 2. RULES OF INTERPRETATION. In this Resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Resolution, refer to this Resolution as a whole and not to any particular

article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this Resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

SECTION 3. AUTHORIZATION AND DESCRIPTION OF BOND.

To provide funds to refinance the Refunded Bonds and to pay costs of issuing the Bond, the City shall issue a single taxable limited tax general obligation refunding bond of the City to the SIP in the principal amount of not to exceed \$4,750,000 for the Bond to document and secure an interfund loan facility with the SIP of not to exceed \$4,750,000.

The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed \$4,750,000, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Interest on the Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months, and principal of and interest thereon shall be due semi-annually on the payment dates established by the SIP, provided the final payments may be balloon payments due and payable on the Maturity Date.

The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date of issuance of the Bond. The Bond shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date, which final payment may be a balloon payment. The SIP shall provide an amortization schedule detailing the principal and interest payment amounts and dates, including the Maturity Date, and attach such schedule as an exhibit to the Bond.

SECTION 4. SALE OF BOND.

(a) *Approval of Sale.* The City Council hereby approves the SIP’s offer to purchase the Bond to establish and secure an interfund loan on the terms set forth in this Resolution. The proper

City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the SIP.

(b) *Prepayment.* At the option of the City, or upon demand of the SIP, the Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

SECTION 5. APPLICATION OF BOND PROCEEDS.

The proceeds of the interfund loan secured by the Bond shall be expended to pay the costs of refinancing the Refunded Bonds and to pay the costs of issuing the Bond as authorized herein. The net proceeds of the Bond shall be deposited into the Asset Management Fund and applied as follows:

(a) *Series E-7 Bond.* Net proceeds of the Bond in the amount of \$757,316.92* shall be used to refinance the Series E-7 Bond and discharge the obligations of the City relating thereto under Resolution 2020-0065.

(b) *Series E-8 Bond.* Net proceeds of the Bond in the amount of \$1,306,694.04* shall be used to refinance the Series E-7 Bond and discharge the obligations of the City relating thereto under Resolution 2020-0065.

(c) *Series E-9 Bond.* Net proceeds of the Bond in the amount of \$997,220.40* shall be used to refinance the Series E-9 Bond and discharge the obligations of the City relating thereto under Resolution 2020-0065.

(d) *Series 2020 Bond.* Net proceeds of the Bond in the amount of \$1,576,803.88* shall be used to refinance the Series 2020 Bond and discharge the obligations of the City relating thereto under Resolution 2020-0076.

The City hereby irrevocably sets aside sufficient funds from the proceeds of the Bond to make the payments described in this resolution.

SECTION 6. PLEDGE OF FUNDS AND CREDIT.

To pay principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay when due the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

* The amount of net Bond proceeds to be deposited into the Asset Management Fund is calculated based upon an issuance date of May 22, 2024. Should the City issue the Bonds on another date, the City shall calculate and deposit net Bond proceeds into the Asset Management Fund in the amount necessary to fully refinance and discharge each of the Refunded Bonds.

SECTION 7. REGISTRATION AND PAYMENTS.

The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the “**Bond Registrar**”). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

SECTION 8. EXECUTION AND AUTHENTICATION OF BOND.

The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only a Bond that bears a Registration Certificate in the form set forth in Section 9 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

In case any of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

SECTION 9. FORM OF BOND.

The Bond shall be in substantially the following form:

NO. R-1	UNITED STATES OF AMERICA	\$ _____
	STATE OF WASHINGTON CITY OF SPOKANE PUBLIC SAFETY EQUIPMENT AND APPARATUS LIMITED TAX GENERAL OBLIGATION REFUNDING BOND SERIES 2024 (TAXABLE)	

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Resolution

MATURITY DATE: December 1, 2028

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT: _____ AND 00/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the “City”), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond, plus interest, as indicated above.

This Bond is issued under authority of Resolution No. 2024-[____], adopted by the City Council on May 6, 2024 (the “Bond Resolution”), to document and secure an interfund loan from the Spokane Investment Pool (“SIP”) to pay the costs of refinancing the Refunded Bonds and to pay the costs of issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on the interfund loan established hereunder shall be determined as of the date of issuance of the Bond, shall be set at the SIP Internal Lending Rate, and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Both principal of and interest on this Bond are payable in lawful money of the United States of America on the dates and in the amounts set forth in the amortization schedule attached hereto as Exhibit A. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the “Bond Registrar”) for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable. This Bond is prepayable upon demand of the SIP.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay such principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this Bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this Bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ___ day of _____, 2024.

CITY OF SPOKANE, WASHINGTON

By _____ /s/ _____
Mayor

ATTEST:

_____/s/_____
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____, 2024

This bond is the Public Safety Equipment and Apparatus Limited Tax General Obligation Refunding Bond, Series 2024 (Taxable) of the City dated _____, 2024 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane,
as Bond Registrar

By _____ /s/ _____

SECTION 10. ONGOING DISCLOSURE.

The Bond secures an interfund loan. The City has determined that the Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

SECTION 11. PRIOR ACTS.

All acts taken pursuant to the authority of this Resolution but prior to its effective date are hereby ratified and confirmed.

SECTION 12. SEVERABILITY.

If any provision in this Resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Bond.

SECTION 13. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

Adopted this 6th day of May, 2024.

CITY OF SPOKANE
Spokane County, Washington

Betsy Wilkerson, Council President

ATTEST:

Clerk

Mayor Lisa Brown

(SEAL)

APPROVED AS TO FORM:

City Attorney

Tanya L. Lawless, Bond Counsel



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 05/06/2024

Committee Agenda type: Discussion

Date Rec'd

4/25/2024

Clerk's File #

RES 2024-0049

Renews #

Cross Ref #

Council Meeting Date: 05/20/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Project #

Contact Name/Phone

MATT BOSTON 625-6820

Bid #

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Resolutions

Council Sponsor(s)

PDILLON BWILKERSON MCATHCART

Agenda Item Name

0410 - OFF STREET PARKING LTGO REFUNDING WITH SIP LOAN

Agenda Wording

This resolution is to restructure the refunded bonds in 2024 with a SIP Loan.

Summary (Background)

This restructure creates a debt service savings \$3,416,363.92 in 2025 effectively spreading debt service over years 2026 through 2028 at an estimated interest rate of 5.13%. The actual rate will be a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%) at the time of restructure.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 6,000,000.00

Current Year Cost \$ 0

Subsequent Year(s) Cost \$

Narrative

This resolution is the restructuring of LTGO 2016 Refunded Bonds that are non-callable. These bonds have a balloon payment of \$4,386,622.18 in 2025 the restructure has a current year payment and stabilizing future debt payments over years 2025-2028

Amount

Budget Account

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	05/06/2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org
Council Sponsor(s)	<u>CM Dillon, CP Wilkerson, CM Cathcart</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Off Street Parking LTGO Refunding with SIP Loan
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>In 2016 the City of Spokane Refunded the Riverpark Square Bonds accepting an amortization schedule that has a balloon payment of \$ 4,386,622.18 in 2025 to pay off the bonds. These bonds are non-callable and the source of funding for these bonds is the Parking fund which cannot support the balloon payment in 2025. This resolution is to restructure the refunded bonds in 2024 with a SIP Loan. The proceeds from the SIP loan will be held in escrow for defeasance of the bonds and create an amortization schedule and stabilize debt service for 2024 being \$1,735,380.58 and to \$1,172,975.88 for years 2025 through 2028 which is an amount the Parking Fund can support.</p> <p>This restructure creates a debt service savings \$3,416,363.92 in 2025 effectively spreading debt service over years 2026 through 2028 at an estimated interest rate of 5.13%. The actual rate will be a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%) at the time of restructure.</p> <p>The amount of issuance is not to exceed \$6,000,000 including bond issuance costs.</p>
Fiscal Impact	<p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>\$6,000,000</u></p> <p> Current year cost: \$0</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This resolution is the restructuring of LTGO 2016 Refunded Bonds that are non-callable. These bonds have a balloon payment of \$4,386,622.18 in 2025 the restructure has a current year payment and stabilizing future debt payments over years 2025-2028</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Reallocation</p> <p>Is this funding source sustainable for future years, months, etc? Yes to the extent of paying debt service</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Debt Service ends 12/1/28</p>
Operations Impacts (If N/A, please give a brief description as to why)	

What impacts would the proposal have on historically excluded communities? N/A the debt restructure does not impact historically excluded communities.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A there is no data to collect this is a debt restructure to smooth out annual debt service payments.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A there is no data to collect this is a debt restructure to smooth out annual debt service payments.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This resolution aligns with the City's adopted budget per Ordinance C36476

CITY OF SPOKANE, WASHINGTON

OFF-STREET PARKING FACILITIES

**LIMITED TAX GENERAL OBLIGATION REFUNDING BOND
SERIES 2024 (TAXABLE)**

RESOLUTION NO. 2024 – 0049

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed \$6,000,000; establishing interfund loan facilities from the Spokane Investment Pool to defease certain outstanding bonds of the City; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City; authorizing the execution of an escrow agreement for use in the payment of the Defeased Bonds; authorizing the purchase of certain government obligations; providing for the defeasance of the Defeased Bonds; and providing for other matters properly relating thereto.

ADOPTED MAY 20, 2024

PREPARED BY:

KUTAK ROCK LLP
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

OFF-STREET PARKING FACILITIES

LIMITED TAX GENERAL OBLIGATION REFUNDING BOND

SERIES 2024 (TAXABLE)

RESOLUTION NO. 2024-[____]

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* This Table of Contents and the cover pages are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2024 – [____]

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed \$6,000,000; establishing interfund loan facilities from the Spokane Investment Pool to defease certain outstanding bonds of the City; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City; authorizing the execution of an escrow agreement for use in the payment of the Defeased Bonds; authorizing the purchase of certain government obligations; providing for the defeasance of the Defeased Bonds; and providing for other matters properly relating thereto.

WHEREAS, the City of Spokane, Washington (the “**City**”) now has outstanding its Limited Tax General Obligation Refunding Bond, 2016 (Taxable), issued on January 20, 2016, pursuant to Ordinance No. C35353 (the “**2016 Bond Ordinance**”) in the original aggregate principal amount of \$16,167,449 (the “**Defeased Bonds**”), which remain outstanding as follows:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
December 1, 2025	\$5,791,018	3.24%

; and

WHEREAS, the Defeased Bonds are not subject to redemption prior to maturity on December 1, 2025 (the “**2016 Maturity Date**”); however, the Defeased Bonds are subject to defeasance prior to the 2016 Maturity Date as set forth in Section 10 of the 2016 Bond Ordinance; and

WHEREAS, the City is authorized pursuant to Chapter 35.22 RCW to issue bonds to meet maturing bonds or other indebtedness; and

WHEREAS, RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City’s Administrative Policy and Procedure for Investments (“**Investment Policy**”) authorize the Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, after due consideration, the City Council has determined that it is necessary and in the best interest of the City to issue its Off-Street Parking Facilities Limited Tax General Obligation Refunding Bond, Series 2024 (Taxable) in the aggregate principal amount of not to

exceed \$6,000,000 to defease the Defeased Bonds and pay the issuance costs of the Bonds, including to manage the Escrow Account; and

WHEREAS, in order to effect such defeasance in a manner that will be most advantageous to the City, the City Council has determined to acquire certain Government Obligations from a portion of Bond proceeds and other available money that bear interest and mature at such times as necessary to pay principal and interest, when due, on the Defeased Bonds, up to and including the 2016 Maturity Date.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

SECTION 1. DEFINITIONS. As used in this Resolution the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Asset Management Fund means the City’s existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bond shall be deposited into a separate account for such purpose.

Bond means the City of Spokane Off-Street Parking Facilities Limited Tax General Obligation Refunding Bond, Series 2024 (Taxable), issued pursuant to this Resolution in the principal amount of not to exceed \$6,000,000.

Bond Owner or Registered Owner means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bond.

City means the City of Spokane, Spokane County, Washington, a first-class city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Defeased Bonds has the meaning ascribed thereto in the recitals hereof.

Escrow Account means the “City of Spokane Limited Tax General Obligation Refunding Bond, Series 2024 (Taxable), Escrow Account,” maintained by the Escrow Agent and authorized by Section 7 of this Resolution.

Escrow Agent means U.S. Bank Trust Company, National Association, or such other trust company or state or national bank having the powers of a trust company within or without the State appointed as set forth herein to maintain the Escrow Account and the Government Obligations.

Escrow Agreement means the agreement by and between the City and the Escrow Agent providing for the defeasance of the Defeased Bonds substantially in the form marked Exhibit A attached hereto and by this reference incorporated herein.

Financial Advisor means Northwest Municipal Advisors, Bellevue, Washington.

Government Obligations means cash or any government obligation as defined in chapter RCW 39.53.010 pledged solely for the defeasance of the Defeased Bonds, and referred to in Section 8 of this Resolution.

Maturity Date means a date established by SIP upon purchase of the Bond, in conformance with the semi-annual payment dates for the Bond, provided, such date shall not exceed the date that is five years from the date of issuance of the Bond.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington or the City's Investment Policy as amended from time to time.

Resolution means this Resolution, which authorizes, among other things, the City to issue the Bond and defease the Defeased Bonds.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the first day of the month in which the Bond is issued, as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

2016 Bond Ordinance has the meaning ascribed thereto in the recitals hereof.

2016 Maturity Date has the meaning ascribed thereto in the recitals hereof.

SECTION 2. RULES OF INTERPRETATION. In this Resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Resolution, refer to this Resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

SECTION 3. AUTHORIZATION AND DESCRIPTION OF BOND.

To provide funds to defease the Defeased Bonds and to pay costs of issuing the Bond, the City shall issue a single taxable limited tax general obligation refunding bond of the City to the SIP in the principal amount of not to exceed \$6,000,000 to document and secure an interfund loan facility with the SIP of not to exceed \$6,000,000.

The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed \$6,000,000, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Interest on the Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months, and principal of and interest thereon shall be due semi-annually on the payment dates established by the SIP, provided the final payments may be balloon payments due and payable on the Maturity Date.

The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date of issuance of the Bond. The Bond shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date, which final payment may be a balloon payment. The SIP shall provide an amortization schedule detailing the principal and interest payment amounts and dates, including the Maturity Date, and attach such schedule as an exhibit to the Bond.

SECTION 4. SALE OF BOND.

(a) *Approval of Sale.* The City Council hereby approves the SIP’s offer to purchase the Bond to establish and secure an interfund loan on the terms set forth in this Resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the SIP.

(b) *Prepayment.* At the option of the City, or upon demand of the SIP, the Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

SECTION 5. APPLICATION OF BOND PROCEEDS AND PLAN OF DEFEASANCE.

The proceeds of the interfund loan secured by the Bond shall be expended solely to pay the costs of defeasing the Defeased Bonds and to pay the costs of issuing the Bond, as authorized herein.

The City is desirous of defeasing, paying and retiring the Defeased Bonds. The Defeased Bonds bear interest and mature in accordance with the following schedule:

Payment Date	Principal	Interest	Total
June 1, 2024	-	\$93,814.49	\$93,814.49
December 1, 2024	\$1,542,062	93,814.49	1,635,876.49
June 1, 2025	-	68,833.09	68,833.09
December 1, 2025*	4,248,956	68,833.09	4,317,789.09

*Final Maturity.

The City shall irrevocably deposit certain Government Obligations in sufficient amounts and maturing at appropriate times to pay the principal of and interest on the Defeased Bonds up to and including the 2016 Maturity Date. Any amounts necessary to defease, pay and retire the Defeased Bonds that are not provided for in full by the purchase and deposit of the Government Obligations shall be provided for by an irrevocable deposit of cash from the proceeds of the Bonds or from other legally available money of the City.

SECTION 6. ESCROW AGENT AND ESCROW AGREEMENT.

The City hereby appoints the Escrow Agent to serve as the Escrow Agent with respect to the Defeased Bonds. To carry out the purposes of this Resolution, the Mayor and the City Clerk are authorized and directed to confirm the appointment of the Escrow Agent and to execute and deliver to the Escrow Agent an Escrow Agreement substantially in the form marked Exhibit A attached hereto and by this reference incorporated herein. The Escrow Agreement shall set forth the duties, obligations and responsibilities of the Escrow Agent in connection with the defeasance of the Defeased Bonds as provided herein; and the Escrow Agent shall state therein that such provisions for the payment of the fees, compensation and expenses of such Escrow Agent are satisfactory to it. The Escrow Agent shall be entitled to the fees provided in the Escrow Agreement and no other fees.

SECTION 7. ESCROW ACCOUNT.

(a) *Escrow Account.* The Escrow Agent is hereby authorized and directed to establish a special account for the City designated the “City of Spokane Limited Tax General Obligation Refunding Bond, Series 2024 (Taxable), Escrow Account,” or such other designations as conform to accounting principals and banking practices.

(b) *Deposits into the Escrow Account.* The proceeds of the Bond shall be deposited with the Escrow Agent which shall use such money to acquire Government Obligations for deposit into the Escrow Account and to pay the costs of issuing the Bonds on the issue date of the Bond. Such Government Obligations, together with any cash balance remaining after the Government Obligations are purchased and such issuance costs paid, shall be irrevocably deposited into the Escrow Account. The Government Obligations and money to be deposited into the Escrow Account shall be held by the Escrow Agent in trust. All Government Obligations, all proceeds thereof and all money credited to the Escrow Account shall be deemed so credited to and held in the Escrow Account notwithstanding the fact that such Government Obligations, proceeds and money therein are held by the Escrow Agent in trust for the owner of the Defeased Bonds. The Escrow Agent is hereby authorized to create a subaccount into which shall be deposited the proceeds of the Bond allocable to costs of issuance, including to manage the Escrow Account and from which the Escrow Agent shall pay the costs of issuance.

(c) *Use of Money in the Escrow Account.* The Escrow Agent, on behalf of the City, is hereby authorized and directed to use a portion of the proceeds of the Bond, together with other legally available money of the City, to purchase Government Obligations in the amounts, of the type, bearing interest and maturing in such amounts as are necessary to make the payments described in Section 5 of this Resolution. The investment income from and maturing principal of the Government Obligations and money to be deposited into the Escrow Account shall be used for the sole purpose of paying the principal of and interest on the Defeased Bonds as herein provided.

(d) *Surplus Money.* Any money remaining on deposit in the Escrow Account after the payment in full of the Defeased Bonds and paying the costs of issuing the Bonds, as herein set forth, shall be transferred by the Escrow Agent to the City and deposited into the Asset Management Fund.

SECTION 8. GOVERNMENT OBLIGATIONS.

(a) *Purpose of the Government Obligations.* The Government Obligations shall be used for the sole purpose of making the payments described in Section 5 of this Resolution. The Government Obligations, the earnings thereon and the proceeds therefrom may be used for no other purpose, nor may any of such investments be liquidated prior to maturity.

(b) *Sufficiency of the Government Obligations.* Prior to the delivery of the Bonds, the City shall receive an opinion of a nationally recognized firm of independent certified public accountants or arbitrage consultants stating, in substance, that the money and Government Obligations to be deposited with the Escrow Agent for the payment of the Defeased Bonds will

discharge and satisfy the City's obligations under the 2016 Bond Ordinance to make payments on the Defeased Bonds.

SECTION 9. FINDINGS REGARDING DEFEASANCE.

(a) *Irrevocable Pledge of Amounts in the Escrow Account.* The City hereby irrevocably pledges the Government Obligations and amounts on deposit in the Escrow Account to pay the principal of and interest on the Defeased Bonds up to and including the 2016 Maturity Date. Such Government Obligations are hereby irrevocably pledged to be set aside to effect such payment and defeasance.

(b) *Findings Regarding Defeasance of the Defeased Bonds.* The City Council hereby finds that, as of the date the Bonds are issued and the money and Government Obligations are deposited into the Escrow Account: (a) no further payments need to be made into the City of Spokane Limited Tax General Obligation Bonds Debt Service Fund for the payment of the principal of and interest on the Defeased Bonds; (b) the Defeased Bonds and the interest accrued thereon shall cease to be entitled to any lien, benefit or security of the 2016 Bond Ordinance except the right to receive the funds so set aside and pledged; and (c) the Defeased Bonds and the interest accruing thereon shall no longer be deemed to be Outstanding under the 2016 Bond Ordinance.

SECTION 10. PLEDGE OF FUNDS AND CREDIT.

To pay principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay when due the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

SECTION 11. REGISTRATION AND PAYMENTS.

The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the "**Bond Registrar**"). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

SECTION 12. EXECUTION AND AUTHENTICATION OF BOND.

The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only a Bond that bears a Registration Certificate in the form set forth in Section 13 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution. Such Registration Certificate shall be conclusive evidence that

the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

In case any of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

SECTION 13. FORM OF BOND.

The Bond shall be in substantially the following form:

NO. R-1 UNITED STATES OF AMERICA \$ _____

STATE OF WASHINGTON
CITY OF SPOKANE
OFF-STREET PARKING FACILITIES
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND
SERIES 2024 (TAXABLE)

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Resolution

MATURITY DATE: December 1, 2028

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT: _____ AND 00/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the “City”), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond, plus interest, as indicated above.

This Bond is issued under authority of Resolution No. 2024-[____], adopted by the City Council on May 6, 2024 (the “Bond Resolution”), to document and secure an interfund loan from the Spokane Investment Pool (“SIP”) to pay the costs of defeasing the Defeased Bonds and to pay the costs of issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on the interfund loan established hereunder shall be determined as of the date of issuance of the Bond, shall be set at the SIP Internal Lending Rate, and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Both principal of and interest on this Bond are payable in lawful money of the United States of America on the dates and in the amounts set forth in the amortization schedule attached hereto as Exhibit A. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the “Bond Registrar”) for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable. This Bond is prepayable upon demand of the SIP.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay such principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this Bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this Bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ___ day of _____, 2024.

CITY OF SPOKANE, WASHINGTON

By _____ /s/
Mayor

ATTEST:

/s/

City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____, 2024

This bond is the Off-Street Parking Facilities Limited Tax General Obligation Refunding Bond, Series 2024 (Taxable) of the City dated _____, 2024 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane,
as Bond Registrar

By _____ /s/ _____

SECTION 14. ONGOING DISCLOSURE.

The Bond secures an interfund loan. The City has determined that the Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

SECTION 15. PRIOR ACTS.

All acts taken pursuant to the authority of this Resolution but prior to its effective date are hereby ratified and confirmed.

SECTION 16. SEVERABILITY.

If any provision in this Resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Bond.

SECTION 17. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

Adopted this 6th day of May, 2024.

CITY OF SPOKANE
Spokane County, Washington

Betsy Wilkerson, Council President

ATTEST:

Clerk

Mayor Lisa Brown

(SEAL)

APPROVED AS TO FORM:

City Attorney

Tanya L. Lawless, Bond Counsel

EXHIBIT A
FORM OF ESCROW AGREEMENT
CITY OF SPOKANE, WASHINGTON
OFF-STREET PARKING FACILITIES
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND
SERIES 2024 (TAXABLE)

PRINCIPAL AMOUNT OF \$ _____

ESCROW AGREEMENT

This Escrow Agreement is made and entered into on [_____], 2024, by and between the City of Spokane, Spokane County, Washington, (the “**City**”), a first-class city duly organized and existing under the laws of the State of Washington (the “**State**”), and U.S. Bank National Association (the “**Escrow Agent**”), with respect to the defeasance of certain bonds, as provided for in Resolution No. 2024-[__] of the City, adopted on May 6, 2024 (the “**Resolution**”). Unless otherwise defined in this Escrow Agreement, all capitalized terms shall have the meanings set forth in Section 1 of the Resolution.

W I T N E S S E T H

WHEREAS, the City Council of the City (the “**City Council**”), authorized this Escrow Agreement to be executed pursuant to Section 6 of the Resolution; and

WHEREAS, the City now has outstanding its Limited Tax General Obligation Refunding Bond, 2016 (Taxable), issued on January 20, 2016, pursuant to Ordinance No. C35353 (the “**2016 Bond Ordinance**”) in the original aggregate principal amount of \$16,167,449 (the “**Defeased Bonds**”); and

WHEREAS, the Defeased Bonds are not subject to redemption prior to maturity on December 1, 2025 (the “**2016 Maturity Date**”); however, the Defeased Bonds are subject to defeasance prior to the 2016 Maturity Date as set forth in Section 10 of the 2016 Bond Ordinance; and

WHEREAS, after due consideration, the City Council has determined that it is necessary and in the best interest of the City to issue its Off-Street Parking Facilities Limited Tax General Obligation Refunding Bond, Series 2024 (Taxable) in the aggregate principal amount of not to exceed \$6,000,000 (the “**Bonds**”) to defease the Defeased Bonds and pay the issuance costs of the Bonds, including to manage the Escrow Account; and

WHEREAS, U.S. Bank National Association is the registered owner of the Defeased Bonds (the “**Defeased Bonds Registered Owner**”).

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant, agree and bind themselves as follows:

SECTION 1. ACCEPTANCE OF ESCROW AGENT DUTIES.

U.S. Bank Trust Company, National Association, of Seattle, Washington, hereby accepts its appointment by the City as the Escrow Agent with respect to the Defeased Bonds.

SECTION 2. CITY REPRESENTATIONS.

The City represents to the Escrow Agent that: (a) the City is a first-class city duly organized and existing under the laws of the State; and (b) the City is authorized to enter into this Escrow Agreement.

SECTION 3. ESCROW AGENT REPRESENTATIONS.

The Escrow Agent represents to the City that: (a) the Escrow Agent is a trust company or state or national bank having the powers of a trust company within or without the State; and (b) the Escrow Agent is authorized to enter into this Escrow Agreement.

SECTION 4. THE ESCROW ACCOUNT.

The Escrow Agent hereby agrees to establish, hold, invest and otherwise administer the Escrow Account in the manner provided by Section 7 of the Resolution. In the furtherance of the foregoing, the Escrow Agent will, on behalf of the City, use the Bond proceeds and other money, if any, deposited with the Escrow Agent to purchase Government Obligations in the amounts, of the type, bearing interest and maturing as set forth in the following schedule:

Type of Obligation	Par Amount	Interest Rate	Delivery Date	Maturity Date
	\$	%		

SECTION 5. RECEIPT OF CERTAIN MONEY.

Execution of this Escrow Agreement by the Escrow Agent shall constitute written acknowledgment by the Escrow Agent of its receipt from the City of \$_____, \$_____ of which will be invested in Government Obligations, \$_____ of which will be held as an initial cash balance [and the balance of \$_____, of which will be used to pay costs of issuance of the Bonds. The Escrow Agent may establish separate subaccounts within the Escrow Account for the purposes of paying costs of issuance of the Bonds.]

SECTION 6. SUFFICIENCY OF GOVERNMENT OBLIGATIONS.

Based on the escrow verification report of [_____], the City represents that the Government Obligations and the maturing principal thereof and the interest thereon, if paid when due, together with a beginning cash balance of \$_____, will be sufficient to make the payments described in Section 7 hereof.

SECTION 7. PAYMENTS ON THE DEFEASED BONDS.

The Escrow Agent will transfer money from the Escrow Account to the Defeased Bonds Registered Owner [(pursuant to the wire instructions set forth in Attachment II hereto)] in the amounts, and at the times, necessary to make the payments described in the following schedule:

(a) *Description of the Defeased Bonds.* The City is desirous of defeasing, paying and retiring the Defeased Bonds. The Defeased Bonds bear interest and mature in accordance with the following schedule:

<u>Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
June 1, 2024	-	\$93,814.49	\$93,814.49
December 1, 2024	\$1,542,062	93,814.49	1,635,876.49
June 1, 2025	-	68,833.09	68,833.09
December 1, 2025*	4,248,956	68,833.09	4,317,789.09

*Final Maturity.

(b) *Payments on the Defeased Bonds.* The City shall irrevocably deposit certain Government Obligations in sufficient amounts and maturing at appropriate times to pay the principal of and interest on the Defeased Bonds up to and including the 2016 Maturity Date. Any amounts necessary to defease, pay and retire the Defeased Bonds that are not provided for in full by the purchase and deposit of the Government Obligations shall be provided for by an irrevocable deposit of cash from the proceeds of the Bonds or from other legally available money of the City.

SECTION 8. THE GOVERNMENT OBLIGATIONS.

The Escrow Agent will purchase the Government Obligations described in Section 4 above, on behalf of the City, from the Bond proceeds and other money, if any, deposited with the Escrow Agent on the date the Bonds are issued. The Escrow Agent will use such Government Obligations, and the earnings thereon, for the sole purpose of making the payments to the Defeased Bonds Registered Owner described in Section 7 hereof. The Escrow Agent will not allow any Government Obligations to be liquidated prior to maturity.

SECTION 9. SAFEKEEPING OF MONEY AND INVESTMENTS.

All Government Obligations, money and investment income deposited with or received by the Escrow Agent pursuant to this Escrow Agreement shall be subject to the trust created by this Escrow Agreement, and the Escrow Agent shall be liable for the safekeeping thereof. All money deposited with the Escrow Agent or received by the Escrow Agent as maturing principal of or

interest on the Government Obligations prior to the times the Escrow Agent is required to make the payments described in Section 7 of this Escrow Agreement shall be held uninvested, in cash, by the Escrow Agent.

SECTION 10. TRANSFER OF SURPLUS MONEY AFTER FULL DEFEASANCE.

The Escrow Agent will transfer to the City any money remaining on deposit in the Escrow Account after the payment in full of the Defeased Bonds.

SECTION 11. NOTICE OF DEFEASANCE.

The Escrow Agent will cause notice of the defeasance of the Defeased Bonds to be given, substantially in the form set forth in Attachment I hereto, not later than 30 days after the Bonds are issued.

SECTION 12. LIMITATION OF ESCROW AGENT'S DUTIES.

The duties and obligations of the Escrow Agent shall be prescribed by the provisions of this Escrow Agreement and Sections 5 through 9 of the Resolution, and the Escrow Agent shall not be liable except for the performance of its duties and obligations as specifically set forth herein or therein and the duty to act in good faith in the performance thereof and no implied duties or obligations shall be incurred by such Escrow Agent other than those specified herein and therein. Nothing contained herein shall require the Escrow Agent to advance its own money or otherwise to incur any financial liability to carry out its obligations hereunder. The Escrow Agent shall not be responsible or liable for: (a) the sufficiency, correctness, genuineness or validity of the Government Obligations; (b) the performance or compliance by any party other than the Escrow Agent with the terms or conditions of any such instruments; or (c) any loss which may occur by reason of forgeries, false representations or the exercise of the Escrow Agent's discretion in any particular manner, unless such exercise is negligent or constitutes willful misconduct.

SECTION 13. INTERPLEADER.

If any controversy arises between the City and any third person, the Escrow Agent shall not be required to determine the same or to take any action in the premises, but it may institute, in its discretion, an interpleader or other proceedings in connection therewith as it may deem proper, and in following either course, it shall not be liable.

SECTION 14. REPORTING REQUIREMENTS.

For as long as any of the Defeased Bonds are outstanding, the Escrow Agent shall render a statement semiannually commencing June 1, 2024, to the Treasurer setting forth: (a) the Government Obligations which have matured and the amounts received by the Escrow Agent by reason of such maturity; (b) the amounts paid to the Defeased Bonds Registered Owner pursuant to Section 7 of this Escrow Agreement and the dates of such payments, for payments on the Defeased Bonds; and (c) any other transactions of the Escrow Agent pertaining to its duties and obligations as set forth herein.

SECTION 15. COMPENSATION OF THE ESCROW AGENT.

The Escrow Agent hereby acknowledges receipt of payment from the City for services rendered and to be rendered by it pursuant to the provisions of this Escrow Agreement in payment of all fees, compensation and expenses of the Escrow Agent. The Escrow Agent hereby agrees that such compensation has been made to the satisfaction of the Escrow Agent. Such amount does not take into consideration any extraordinary fees and expenses of the Escrow Agent. The Escrow Agent represents that it has incurred no extraordinary fees and expenses pertaining to this Escrow Agreement. The Escrow Agent shall comply with the requirements of the following paragraph before incurring any extraordinary fees and costs to be billed to the City. The Escrow Agent acknowledges that it is not entitled to a lien on any Government Obligations or other obligations or money of the City held by it pursuant to this Escrow Agreement or any other agreement.

The Escrow Agent shall provide the City with a good faith estimate of its fees and costs if and when it is requested by the City to: (a) render any service that is not provided for in this Escrow Agreement, or (b) amend this Escrow Agreement. The City will pay the Escrow Agent reasonable compensation for such unanticipated services, provided the City is first provided with such estimate and approves thereof in writing.

SECTION 16. AMENDMENTS TO THIS ESCROW AGREEMENT.

The Escrow Agent and the City recognize that the owner of the Defeased Bonds have a beneficial interest in the money and the Government Obligations to be held in trust by the Escrow Agent pursuant to this Escrow Agreement. Therefore, this Escrow Agreement shall be subject to amendment only in writing executed by the City and the Escrow Agent for the purposes of: (a) clarifying an ambiguity in the duties and obligations set forth hereunder; or (b) altering the reporting or other ministerial obligations of the Escrow Agent to the City. The parties will not amend this Escrow Agreement in such a manner as to permit the Escrow Agent to invest in or deposit in the Escrow Account any obligations other than noncallable, nonprepayable obligations of, or obligations unconditionally guaranteed by, the United States of America. If such amendment results in any change of the maturities, interest earnings or redemption features of the Government Obligations, then such amendment shall be accompanied by a supplemental verification addressed to the City and to the Escrow Agent from an independent firm of certified public accountants or arbitrage consultants, which shall be satisfactory to nationally recognized bond counsel, that the money and Government Obligations on deposit after the amendment will be sufficient to effect the payment, defeasance and retirement of the Defeased Bonds.

SECTION 17. NOTIFICATION OF DEFICIENCY.

The Escrow Agent will give the City prompt notice if the Escrow Agent shall determine there are or will be insufficient money or Government Obligations to make the payments specified in Section 7 of this Escrow Agreement, and the City shall promptly deposit with the Escrow Agent additional sums of money required to correct such deficiencies. This Section 17 is not intended to create an obligation on the part of the Escrow Agent to calculate or in any way verify the sufficiency or projected future sufficiency of the maturing principal of and interest on the

Government Obligations and other money held by the Escrow Agent pursuant to this Escrow Agreement to pay the debt service on the Defeased Bonds.

SECTION 18. SUCCESSOR ESCROW AGENT.

The Escrow Agent shall, upon receiving a written request from the City, or may, upon providing 30 days prior written notice to the City, be removed as Escrow Agent hereunder; provided, the Escrow Agent will not relinquish its duties hereunder until a qualified successor accepts its appointment. The City shall promptly appoint a successor Escrow Agent upon the removal of the Escrow Agent; *provided*, the Escrow Agent may petition a court of competent jurisdiction for the appointment of a successor Escrow Agent if the successor Escrow Agent appointed by the City does not accept its appointment within 45 days after the giving of notice described in the preceding sentence. Any successor Escrow Agent shall meet the requirements of RCW 39.53.070, as now in effect or hereafter amended, and shall assume all the obligations of the Escrow Agent under this Escrow Agreement. All the Government Obligations and money then held by the Escrow Agent pursuant to this Escrow Agreement shall thereafter be transferred to such successor.

Any corporation or association into which the Escrow Agent may be merged or with which it may be consolidated, or any corporation or association resulting from any merger, consolidation or reorganization to which the Escrow Agent may be a party, or any corporation or association to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of the City or the Escrow Agent.

SECTION 19. RECEIPT OF STATEMENTS.

The Escrow Agent hereby acknowledges receipt from the City of statements setting forth the interest payment schedules and maturity schedules of the Defeased Bonds by number, amount, date of maturity and interest rates, and the amount of principal and interest to be paid on each semiannual interest payment date of the Defeased Bonds up to and including the 2016 Maturity Date.

SECTION 20. HOLIDAYS.

If the date for making any payment or the last date for performance of any act or the exercising of any right or duty, as provided in this Escrow Agreement, shall be a legal holiday, a day on which banking institutions in Seattle, Washington, and New York, New York, are authorized by law to remain closed, or a day on which the New York Stock Exchange is closed, such payment may be made, such act performed, or such right exercised on the next succeeding day, with the same force and effect as if done on the nominal date provided in this Escrow Agreement.

SECTION 21. TERM.

The term of this Escrow Agreement shall commence on the date the Bonds are issued and shall expire on the later of: (a) the date the final payment is made pursuant to Section 7 hereof; (b) the date any surplus money remaining in the Escrow Account is transferred to the City pursuant to Section 10 hereof; and (c) the date the final statement required by Section 14 hereof is received by the City. Notwithstanding the expiration of this Escrow Agreement, the Escrow Agent shall not be relieved of any liability for a breach of this Escrow Agreement occurring during the term hereof.

SECTION 22. WRITINGS REQUIRED.

Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Escrow Agreement shall be in writing.

SECTION 23. GOVERNING LAW.

This Escrow Agreement shall be governed by and construed in accordance with the laws of the State, without regard to conflict of law principles.

SECTION 24. SEVERABILITY.

In the event any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Escrow Agreement, and this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

SECTION 25. COUNTERPARTS.

This Escrow Agreement may be executed in several counterparts, each of which shall be regarded as the original and all of which shall constitute one and the same Escrow Agreement.

[Signature Page Follows]

CITY OF SPOKANE
Spokane County, Washington

Lisa Brown, Mayor

ATTEST:

Clerk

(S E A L)

U.S. BANK TRUST COMPANY NATIONAL
ASSOCIATION, Seattle, Washington, as Escrow
Agent

_____ , _____

ATTACHMENT "I"
NOTICE OF DEFEASANCE

CITY OF SPOKANE
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2016 (TAXABLE)

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 10 of Ordinance No. C35353, adopted on January 20, 2016, by the City Council of the City of Spokane, Washington (the "City"), the City has defeased its outstanding Limited Tax General Obligation Refunding Bond, 2016 (Taxable) (the "Defeased Bonds"), by irrevocably depositing certain cash and Government Obligations in sufficient amounts and maturing at appropriate times to pay the principal of and interest on the Defeased Bonds in accordance with the following schedule, in an escrow account held by U.S. Bank Trust Company, National Association of Seattle, Washington, as Escrow Agent.

<u>Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
June 1, 2024	-	\$93,814.49	\$93,814.49
December 1, 2024	\$1,542,062	93,814.49	1,635,876.49
June 1, 2025	-	68,833.09	68,833.09
December 1, 2025*	4,248,956	68,833.09	4,317,789.09

*Final Maturity.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION
Seattle, Washington, as Escrow Agent

By: _____
Trust Officer

**ATTACHMENT “II”
WIRE INSTRUCTIONS**

**CITY OF SPOKANE
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2016 (TAXABLE)**

The above-captioned bonds were defeased pursuant to Resolution No. 2024-[] of the City of Spokane, Spokane County, Washington (the “**City**”), adopted on May 6, 2024 (the “**Resolution**”) and that certain Escrow Agreement, dated [], 2024 (the “**Escrow Agreement**”), by and between with City and U.S. Bank National Association, Seattle, Washington, as escrow agent (the “**Escrow Agent**”). All capitalized terms used in these Wire Instructions shall have the meanings ascribed to such terms by the Escrow Agreement.

The Escrow Agent shall transfer money from the Escrow Account to the Defeased Bonds Registered Owner in the amounts, and at the times, necessary to make the payments described in the Escrow Agreement pursuant to the following wire instructions:

[INSERT WIRE INSTRUCTIONS]

The undersigned represents that he/she is an authorized representative of the Defeased Bonds Registered Owner.

U.S. BANK NATIONAL ASSOCIATION
as Defeased Bonds Registered Owner

_____, _____



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 05/13/2024

Committee Agenda type: Discussion

Date Rec'd

5/3/2024

Clerk's File #

RES 2024-0051

Renews #

Cross Ref #

Council Meeting Date: 05/20/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Project #

Contact Name/Phone

MICHELLE 625-6585

Bid #

Contact E-Mail

MMURRAY@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Resolutions

Council Sponsor(s)

ZZAPPONE MCATHCART

Agenda Item Name

0410 - PARKING FUND DEBT RESTRUCTURE

Agenda Wording

Parking Debt to be restructured as well as adding a \$1.2 million to cover existing debt service payments and provide funding for the remainder of the Parking Meter Replacement program

Summary (Background)

This resolution not to exceed \$2,500,000 including costs of issuance is refinancing the balance of the Maple Steet Gateway SIP, Strategic Investment SIP and 2021 Parking Issuance totaling \$1,207,543 and effectively adding \$1,200,000 of additional funding thus consolidating them to one loan with principal and interest payments through December 01, 2028 and equalizing the annual debt service an estimated interest rate of 5.14%

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 2,500,000

Current Year Cost \$ 0

Subsequent Year(s) Cost \$

Narrative

Debt Service of Principal + Interest

Amount

Budget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Urban Experience Committee

Committee Date	05/13/24
Submitting Department	Finance
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
Council Sponsor(s)	<u>CM Zappone, CM Cathcart</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Parking Fund Debt Restructure
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On November 27, 2023 City Council passed Ordinance C36467 entitled, “An ordinance adopting the Annual Budget of the City of Spokane for 2024” as a part of that budget adoption it requires Parking Debt to be restructured as well as adding a \$1.2 million to cover existing debt service payments and provide funding for the remainder of the Parking Meter Replacement program.</p> <p>This resolution not to exceed \$2,850,000 including costs of issuance is refinancing the balance of the Maple Steet Gateway SIP, Strategic Investment SIP and 2021 Parking Issuance totaling \$1,603,259.68 and effectively adding \$1,200,000 of additional funding thus consolidating them to one loan with principal and interest payments through December 01, 2028 and equalizing the annual debt service an estimated interest rate of 5.14%. The actual rate will be a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%) at the time of restructure.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>\$2,850,000</u></p> <p> Current year cost: \$0</p> <p> Subsequent year(s) cost: \$Debt Service of Principal + Interst</p> <p>Narrative: <u>This resolution is the restructuring of SIP Loans with additional funding and consolidating to one loan for equalization of payment over the years 2025-2028</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Reallocation</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A This resolution does not impact historically excluded communities	

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A there will be no data collected.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A there will be no data collected.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This resolution aligns with the 2024 Adopted budget as it accounted for the reduced debt service payments in 2024

CITY OF SPOKANE, WASHINGTON

REFUNDING & PARKING METER REPLACEMENT PROJECT

**LIMITED TAX GENERAL OBLIGATION REFUNDING BOND
SERIES 2024 (TAXABLE)**

RESOLUTION NO. 2024 – 0051

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed \$2,850,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans and finance the Parking Meter Replacement Project; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

ADOPTED MAY 20, 2024

PREPARED BY:

KUTAK ROCK LLP
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

REFUNDING & PARKING METER REPLACEMENT PROJECT
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND
SERIES 2024 (TAXABLE)
RESOLUTION NO. 2024-[]

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* This Table of Contents and the cover pages are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2024 – [____]

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed \$2,850,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans and finance the Parking Meter Replacement Project; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

WHEREAS, pursuant to Resolution 2018-0075, the City of Spokane, Washington (the “City”) authorized an interfund loan from the Spokane Investment Pool (the “SIP”) to the Property Acquisition Fund of the City, in the amount of not to exceed \$1,620,000, to be used to finance projects of Citywide significance (the “**2018 Strategic Investments Loan**”); and

WHEREAS, pursuant to Resolution 2020-0034, the City authorized its Limited Tax General Obligation Refunding Bond, 2020 Series D (Strategic Investments – Taxable) in the original principal amount of \$1,358,963.14 (the “**Series 2020 D Bond**”), which Series 2020 D Bond refinanced the 2018 Strategic Investments Loan in its entirety and which Series 2020 D Bond remains outstanding in the principal amount of \$765,849.47; and

WHEREAS, pursuant to Resolution 2019-0090, the City authorized an interfund loan from the SIP to the Asset Management Fund of the City (the “**Project Fund**”), in the amount of not to exceed \$500,000, to be used to finance a portion of the costs of the acquisition, construction and installation of an artistic tower, screen artwork, walls, lighting, landscaping, irrigation, and hardscape in proximity to the corner of 5th Ave and Maple (the “**2019 Maple Street Gateway Loan**”); and

WHEREAS, pursuant to Resolution 2020-0034, the City authorized its Limited Tax General Obligation Refunding Bond, 2020 Series H (Maple Steet Gateway – Taxable) in the original principal amount of \$500,000 (the “**Series 2020 H Bond**”), which Series 2020 H Bond refinanced the 2019 Maple Street Gateway Loan in its entirety and which Series 2020 H Bond remains outstanding in the principal amount of \$105,914.68; and

WHEREAS, pursuant to Resolution 2021-0021, the City authorized a series of multiple draw interfund loans from the SIP to the Project Fund, in the aggregate principal amount of not to exceed \$3,600,000 (the “**Parking Meter Replacement Loan Series**”), to be used to finance a portion of the capital needs to acquire and replace parking meter equipment; and

WHEREAS, pursuant to Resolution 2021-0021, the City authorized a \$1,200,000 draw on the Parking Meter Replacement Loan Series and issued its Parking Meter Replacement Project

Limited Tax General Obligation Bond, Series 2021 (Taxable) in the aggregate principal amount of \$1,200,000 (the “**Series 2021 Bond**”, and, together with the Series 2020 D Bond and the Series 2020 H Bond, the “**Refunded Bonds**”), which Series 2021 Bond remains outstanding in the principal amount of \$731,495.53; and

WHEREAS, to finance additional capital needs to acquire and replace parking meter equipment, the City desires to make another draw under the Parking Meter Replacement Loan Series in the amount of \$1,200,000 (the “**Parking Meter Replacement Project**”); and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to issue general obligation bonds for the purpose of financing the acquisition and replacement of parking meter equipment; and

WHEREAS, RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City’s Administrative Policy and Procedure for Investments (“**Investment Policy**”) authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the City’s Spokane Internal Lending Program Underwriting Guidelines authorize the City to renew loan maturities for periods not to exceed five years for each renewal, as further set forth therein; and

WHEREAS, the City now desires to issue its Refunding & Parking Meter Replacement Project Limited Tax General Obligation Refunding Bond, Series 2024 (Taxable) in the aggregate principal amount of not to exceed \$2,850,000 (the “**Bond**”) to restructure, refinance and refund the Refunded Bonds, finance the costs of the Parking Meter Replacement Project and pay the costs of issuing the Bond.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

SECTION 1. DEFINITIONS. As used in this Resolution the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Asset Management Fund or Project Fund means the City’s existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bond shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond shall be paid into a separate account(s) within the Asset Management Fund and used to pay the costs of refinancing the Refunded Bonds, the costs of the Parking Meter Replacement Project and the costs of issuing the Bond.

Bond means the City of Spokane Refunding & Parking Meter Replacement Project Limited Tax General Obligation Refunding Bond, Series 2024 (Taxable), issued pursuant to this Resolution in the principal amount of not to exceed \$2,850,000.

Bond Owner or Registered Owner means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bond.

City means the City of Spokane, Spokane County, Washington, a first-class city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Maturity Date means a date established by SIP upon purchase of the Bond, in conformance with the semi-annual payment dates for the Bond, provided, such date shall not exceed the date that is five years from the date of issuance of the Bond.

Parking Meter Replacement Loan Series has the meaning ascribed thereto in the recitals hereof.

Parking Meter Replacement Project has the meaning ascribed thereto in the recitals hereof.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington or the City's Investment Policy as amended from time to time.

Refunded Bonds means, collectively, the Series 2020 D Bond, the Series 2020 H Bond and the Series 2021 Bond.

Resolution means this Resolution, which authorizes, among other things, the City to issue the Bond.

Series 2020 D Bond has the meaning ascribed thereto in the recitals hereof.

Series 2020 H Bond has the meaning ascribed thereto in the recitals hereof.

Series 2021 Bond has the meaning ascribed thereto in the recitals hereof.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the first day of the month in which the Bond is issued, as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

SECTION 2. RULES OF INTERPRETATION. In this Resolution, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Resolution, refer to this Resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this Resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

SECTION 3. PLAN OF CAPITAL ACQUISITIONS.

The City’s Community and Economic Development Department previously identified roughly 5,000 on-street parking spaces that were in need of new paid parking equipment over the course of several years, including the replacement of smart meters and kiosks, and the purchase of single/dual space meters and pay stations. The City previously financed a portion of these costs with proceeds from the Series 2021 Bond in the amount of \$1,200,000.

A portion of the proceeds of the Bond in the approximate amount of \$1,200,000 will be utilized to finance additional costs of the Parking Meter Replacement Project. The Parking Meter Replacement Project will continue to be undertaken in accordance with specifications and contracts for acquisition approved by the Mayor, Council or their designees from time to time.

SECTION 4. AUTHORIZATION AND DESCRIPTION OF BOND.

To provide funds to refinance the Refunded Bonds, finance the costs of the Parking Meter Replacement Project and pay costs of issuing the Bond, the City shall issue a single taxable limited tax general obligation refunding bond of the City to the SIP in the principal amount of not to exceed \$2,850,000 for the Bond to document and secure an interfund loan facility with the SIP of not to exceed \$2,850,000.

The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed \$2,850,000, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Interest on the Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months, and principal of and interest thereon shall be due semi-annually on the payment dates established by the SIP, provided the final payment may be a balloon payment due and payable on the Maturity Date.

The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date of issuance of the Bond. The Bond shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date, which final payment may be a balloon payment. The SIP shall provide an amortization schedule detailing the principal and interest payment amounts and dates, including the Maturity Date, and attach such schedule as an exhibit to the Bond.

SECTION 5. SALE OF BOND.

(a) *Approval of Sale.* The City Council hereby approves the SIP's offer to purchase the Bond to establish and secure an interfund loan on the terms set forth in this Resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the SIP.

(b) *Prepayment.* At the option of the City, or upon demand of the SIP, the Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

SECTION 6. APPLICATION OF BOND PROCEEDS.

The proceeds of the interfund loan secured by the Bond shall be expended to pay the costs of refinancing the Refunded Bonds, finance the costs of the Parking Meter Replacement Project and pay the costs of issuing the Bond as authorized herein. The proceeds of the Bond shall be deposited into the Asset Management Fund and applied as follows:

(a) *Series 2020 D Bond.* Proceeds of the Bond in the amount of \$768,796.08* shall be used to refinance the Series 2020 D Bond and discharge the obligations of the City relating thereto under Resolution 2020-0034.

(b) *Series 2020 H Bond.* Proceeds of the Bond in the amount of \$106,322.19* shall be used to refinance the Series 2020 H Bond and discharge the obligations of the City relating thereto under Resolution 2020-0034.

(c) *Series 2021 Bond.* Proceeds of the Bond in the amount of \$737,228.63* shall be used to refinance the Series 2021 Bond and discharge the obligations of the City relating thereto under Resolution 2021-0021.

(d) *Parking Meter Replacement Project.* Proceeds of the Bond in the amount of \$1,200,000 shall be used to finance the costs of the Parking Meter Replacement Project.

(e) *Costs of Issuance of the Bond.* Proceeds of the Bond in the amount of \$10,180 shall be used to pay the costs of issuing the Bond.

The City hereby irrevocably sets aside sufficient funds from the proceeds of the Bond to make the payments described in this resolution.

SECTION 7. PLEDGE OF FUNDS AND CREDIT.

To pay principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay when due the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

SECTION 8. REGISTRATION AND PAYMENTS.

The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the “**Bond Registrar**”). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

SECTION 9. EXECUTION AND AUTHENTICATION OF BOND.

* The amount of net Bond proceeds to be deposited into the Asset Management Fund is calculated based upon an issuance date of May 22, 2024. Should the City issue the Bonds on another date, the City shall calculate and deposit net Bond proceeds into the Asset Management Fund in the amount necessary to fully refinance and discharge each of the Refunded Bonds.

The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only a Bond that bears a Registration Certificate in the form set forth in Section 10 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

In case any of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

SECTION 10. FORM OF BOND.

The Bond shall be in substantially the following form:

NO. R-1

UNITED STATES OF AMERICA

\$ _____

STATE OF WASHINGTON
CITY OF SPOKANE
REFUNDING & PARKING METER REPLACEMENT PROJECT
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND
SERIES 2024 (TAXABLE)

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Resolution

MATURITY DATE: December 1, 2028

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT: _____ AND 00/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the “City”), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond, plus interest, as indicated above.

This Bond is issued under authority of Resolution No. 2024-[____], adopted by the City Council on May 20, 2024 (the “Bond Resolution”), to document and secure an interfund loan from the Spokane Investment Pool (“SIP”) to pay the costs of refinancing the Refunded Bonds, finance the costs of the Parking Meter Replacement Project and pay the costs of issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on the interfund loan established hereunder shall be determined as of the date of issuance of the Bond, shall be set at the SIP Internal Lending Rate, and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Both principal of and interest on this Bond are payable in lawful money of the United States of America on the dates and in the amounts set forth in the amortization schedule attached hereto as Exhibit A. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the “Bond Registrar”) for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable. This Bond is prepayable upon demand of the SIP.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay such principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this Bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this Bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ___ day of _____, 2024.

CITY OF SPOKANE, WASHINGTON

By _____ /s/_____
Mayor

ATTEST:

_____/s/_____
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____, 2024

This bond is the Refunding & Parking Meter Replacement Project Limited Tax General Obligation Refunding Bond, Series 2024 (Taxable) of the City dated _____, 2024 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane,
as Bond Registrar

By _____ /s/_____

SECTION 11. ONGOING DISCLOSURE.

The Bond secures an interfund loan. The City has determined that the Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

SECTION 12. PRIOR ACTS.

All acts taken pursuant to the authority of this Resolution but prior to its effective date are hereby ratified and confirmed.

SECTION 13. SEVERABILITY.

If any provision in this Resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Bond.

SECTION 14. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

Adopted this 20th day of May, 2024.

CITY OF SPOKANE
Spokane County, Washington

Betsy Wilkerson, Council President

ATTEST:

Clerk

Mayor Lisa Brown

(SEAL)

APPROVED AS TO FORM:

City Attorney

Tanya L. Lawless, Bond Counsel



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Consent

Date Rec'd 12/20/2023

Clerk's File # ORD C36482

Renews #

Cross Ref #

Council Meeting Date: 01/29/2024

Submitting Dept FINANCE, TREASURY & ADMIN

Project #

Contact Name/Phone TONYA 625-6585

Bid #

Contact E-Mail TWALLACE@SPOKANECITY.ORG

Requisition #

Agenda Item Type Emergency Ordinance

Council Sponsor(s) MCATHCART BWILKERSON

Agenda Item Name (12/4) - 0410-FINANCE-SHORT TERM RENTAL OCCUPANCY FEE ORD

Agenda Wording

An amendment to ORD C36392 is proposed that reflects the change in fee, its use, and includes the provision of legislative guidelines for platform business.

Summary (Background)

On July 10, 2023, City Council passed Ord. C36392 regarding the regulation of short-term rental units. Specifically, Section 08.02.090, refers to a \$4.00 per night lodging fee whereby the proceeds are directed primarily to low-income housing. The effective date was Aug. 18, 2023. The fee must have a nexus to the cost of the short-term regulation program and cannot be directed as such without legal challenges as an unlawful tax.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 0

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Total estimated cost of the program is \$173,000 and is included in the 2024 Adopted Budget. The cost of the program is offset by the per night fee of \$2.00.

Amount

Budget Account

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	F&A Division
Contact Name	Tonya Wallace
Contact Email & Phone	twallace@spokanecity.org
Council Sponsor(s)	M. Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Short-term Rental Occupancy Fee Ordinance Amendment
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On July 10, 2023, City Council passed Ord. C36392 regarding the regulation of short-term rental units. Specifically, Section 08.02.090, refers to a \$4.00 per night lodging fee whereby the proceeds are directed primarily for low-income housing. The effective date was Aug. 18, 2023.</p> <p>However, the fee must have a nexus to the cost of the short-term regulation program and cannot be directed as such without legal challenges as an unlawful tax. The calculated fee to cover the cost of the program is estimated to be \$2.00 per night.</p> <p>Therefore, an amendment to ORD C36392 is proposed that reflects the change in fee, its use, and includes the provision of legislative guidelines for platform business.</p>
Proposed Council Action	Approve Jan. 8 as an emergency for immediate effective date following approval.
Fiscal Impact	
<p>Total Cost: <u>Total estimated cost of the program is \$173,000 and is included in the 2024 Adopted Budget. The cost of the program is offset by the per night fee of \$2.00.</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Funding source is the per night occupancy fee of \$2.00.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Data will be collected with each quarterly report as to the location, owner, and number of nightly rentals.	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Data will be collected quarterly as to the location, owner, and number of nightly

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

ORDINANCE NO. C36482

AN ORDINANCE concerning the Short-Term Rental License Fee, and repealing section 8.02.090 of the Spokane Municipal Code.

WHEREAS, on July 10, 2023, Spokane City Council adopted Ordinance C-36392 regarding Short Term Rentals operating within the City of Spokane, effective August 10, 2023; and

WHEREAS, during the adoption process, amendments were made to the Ordinance which raise legal concerns that prevent implementation of the fee and collection by the City; and

WHEREAS, the City Council concludes, and the administration agrees, that the ordinance in its current form is not enforceable and not feasible to implement even with amendments, and therefore repeal is appropriate.

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. Repeal. That SMC section 08.02.090 of the Spokane Municipal Code is repealed. Any public rule or administrative policy adopted to enforce or implement Section 08.02.090 is hereby nullified and of no further force or effect.

Section 2. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/22/2024**Committee Agenda type:** Discussion**Date Rec'd**

4/10/2024

Clerk's File #

ORD C36516

Renews #**Cross Ref #****Council Meeting Date:** 04/22/2024**Submitting Dept**

CITY COUNCIL

Project #**Contact Name/Phone**

CHRIS WRIGHT 6224

Bid #**Contact E-Mail**

CWRIGHT@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

MCATHCART JBINGLE

Agenda Item Name

0320 - EMERGENCY ORDINANCE REGULATORY ORDINANCE

Agenda Wording

An ordinance establishing a definition of "emergency" for the purposes of governing legislation of the City Council and ensuring the appropriate use of emergency ordinances, and adding a new Section 01.01.080 to the Spokane Municipal Code.

Summary (Background)

This ordinance establishes a detailed definition of "emergency" for the purposes of future legislation and requires the City Council to make certain findings before adopting an emergency ordinance. The goal of the ordinance is to ensure the appropriate use of emergency ordinances.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	March 25, 2024
Submitting Department	City Council - Cathcart
Contact Name	Shae Blackwell
Contact Email & Phone	sblackwell@spokanecity.org x6224
Council Sponsor(s)	CM Cathcart, CM Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Emergency Ordinance Regulatory Ordinance
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>An ordinance is a law created by a local government, such as City Council. Ordinances can cover a variety of topics, including things like zoning and rental building requirements. The full collection of city ordinances is referred to as the "municipal code" or "city code". Once an ordinance is approved by City Council, it typically goes into effect thirty days after it is signed by the Mayor. Under the city charter, certain ordinances go into effect immediately after they passed by the council, including "emergency ordinances." These ordinances are not subject to veto by the mayor or the citizen referendum process. The charter does not define an emergency in detail. This ordinance establishes a detailed definition of "emergency" for the purposes of future legislation and requires the City Council to make certain findings before adopting an emergency ordinance. The goal of the ordinance is to ensure the appropriate use of emergency ordinances.</p>
<p>*use the Fiscal Impact box below for relevant financial information</p>	

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring N/A

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

This ordinance was not reviewed by a Council subcommittee.

ORDINANCE C36516

An ordinance establishing a definition of "emergency" for the purposes of governing legislation of the City Council and ensuring the appropriate use of emergency ordinances, and adding a new Section 01.01.080 to the Spokane Municipal Code.

WHEREAS, section 16 of the Spokane City Charter specifies that ordinances necessary “for the protection of public health, public safety, public property, or the public peace” are effective immediately and not subject to mayoral veto; and

WHEREAS, section 19 of the Spokane City Charter similarly permits the City Council to adopt ordinances on an emergency basis as necessary “for the immediate preservation of the public peace, health, or safety or for the immediate support of City government and its existing public institutions” and requires such ordinances to be adopted by five affirmative votes; and

WHEREAS, section 83 of the Spokane City Charter allows the public to commence a protest of the enactment of any ordinance and thereby delay its effective date by submission of a qualified petition prior to the effective date of the ordinance, but this referendum process is not available to protest an ordinance passed on an emergency basis; and

WHEREAS, state law governs the adoption of ordinances by municipalities with respect to budget and appropriations; and

WHEREAS, the Spokane City Council recognizes the necessity to further define the circumstances when non-budget emergency ordinances are appropriate, and to confine them to those occasions demanding an immediate response to safeguard the public peace, health, and safety, and to provide support of City government and its existing public institutions.

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. That a new section 01.01.080 of the Spokane Municipal Code is created as follows:

Section 01.01.080 Emergency Ordinance Provisions

A. Definitions.

“Emergency Ordinance” refers to any non-budget ordinance enacted by the Spokane City Council in response to an unforeseen combination of circumstances that demands immediate action. An "emergency" is characterized by a situation where delay in action to a future regular City Council meeting or a delay in the effectiveness of the ordinance poses an imminent threat to public health, safety, or welfare, necessitating urgent intervention to prevent or mitigate significant harm to the community.

B. Emergency Ordinance Criteria

1. An emergency ordinance may be adopted only when the ordinance details why the potential for a citizens’ referendum repealing the Council action will be detrimental to public health, safety, or welfare and includes detailed findings regarding any of the following:
 - a. There is evidence of an imminent threat that could result in significant harm to the public health, safety, or welfare of the citizens of Spokane;
 - b. The situation is sudden, unexpected, and requires immediate action to prevent or mitigate the threat;
 - c. The normal course of legislative procedures of the City Council cannot timely address the threat without causing or exacerbating harm to the community; and
2. In the event an emergency ordinance is prompted in part or in whole by confidential or privileged information disclosed to City Council, the written findings shall describe the legal constraints or exigencies to the greatest extent possible.
3. Every non-budget emergency ordinance shall require five affirmative votes.
4. Conditions precluding the declaration of an emergency; Effect of deferral:
 - a. The non-budget ordinance has been deferred by the City Council for consideration longer than four calendar days beyond its initial reading at a City Council legislative session, except when the next available council meeting

has been deferred to accommodate a standing established city holiday.

- b. The non-budget ordinance has remained on any standing committee agenda for more than ten calendar days, regardless of any intervening holidays.
- c. Upon deferral of a non-budget ordinance containing an emergency clause for more than four calendar days, the ordinance shall be deemed amended to a non-emergency ordinance and adopted by the council only after two separate readings by title.

5. Effect of Adoption Not in Compliance

Any non-budget emergency ordinance adopted in violation of Subsection B above shall be deemed void as of the date initially adopted by council.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/22/2024**Committee Agenda type:** Discussion**Date Rec'd**

4/24/2024

Clerk's File #

ORD C36518

Renews #**Cross Ref #****Council Meeting Date:** 05/06/2024**Submitting Dept**

FINANCE, TREASURY & ADMIN

Project #**Contact Name/Phone**

MATT BOSTON 625-6820

Bid #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - UPDATE SMC SECTION 03.01A.350

Agenda Wording

Updating SMC Section 03.01A.350 relating to the department of Management & Budget

Summary (Background)

During SMC review, it has been noted that the department of Management & Budget has had some changes to their structure that needs to be corrected within SMC to reflect current status.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	April 22, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org / 509-625-6820
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Update SMC section 03.01A.350
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>During SMC review, it has been noted that the office of Management & Budget have had some changes to their structure that need to be corrected within SMC to reflect current stats. The error has been discovered and is needing to be adjusted.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? – N/A – Part of Finance & Administration restructure • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? – N/A – Part of Finance & Administration restructure 	

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? – N/A – Part of Finance & Administration restructure
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? – N/A – Part of Finance & Administration restructure

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. – N/A – Part of Finance & Administration restructure

ORDINANCE NO. C36518

An ordinance relating to the executive and administrative organization of the City, and amending SMC section 3.01A.350.

The City of Spokane does ordain:

Section 1. That SMC section 03.01A.350 is amended to read as follows:

3.01A.350 Management and Budget

- A. The department of management and budget assists the chief financial officer in budget development and administration by review and analysis of the City’s financial condition, reporting as needed on revenues and expenditures of the various departments. The department is responsible for coordinating the development of the annual budget, budget control, financial forecasting and planning, and the budget activities of all departments.

- B. This department also assists departments with research projects, cost/benefit analyses and similar fiscal management and planning; and manages the City’s indirect cost allocation plan.

~~((C.The taxes and license section administers the City’s business registration process and administers the City’s various municipal taxes. Its responsibilities include processing applications, registrations and returns; and billing, collecting, accounting and auditing of fees and taxes.))~~

~~(D.The director of management and budget oversees the risk management department functions.))~~

PASSED by the City Council on _____, 2024.

Council President

Attest

Approved as to Form

Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/22/2024**Committee Agenda type:** Discussion**Date Rec'd**

4/24/2024

Clerk's File #

ORD C36519

Renews #**Cross Ref #****Council Meeting Date:** 05/06/2024**Submitting Dept**

MAYOR

Project #**Contact Name/Phone**

ADAM X6779

Bid #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

ZZAPPONE KKLITZKE JBINGLE

Agenda Item Name

0520 - MAYOR'S OFFICE - ORDINANCE REPEALING INACTIVE BOARDS

Agenda Wording

This ordinance repeals the municipal code sections related to inactive boards.

Summary (Background)

This ordinance repeals the municipal code sections related to the following inactive boards: • Construction Review Board • Board of Boiler Examiners • Board of Heating Mechanical Examiners • Emergency Medical Services Advisory Board • U-Help Advisory Board • Opioid Abatement Council • Cable Advisory Board • Regional Cable Advisory Board

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This ordinance has no financial impact.

Amount**Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

MURRAY, MICHELLE

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

cwright@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	4/8/2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 1 minute
Agenda Item Name	Ord repealing inactive boards
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>This ordinance repeals the municipal code sections related to the following inactive boards:</p> <ul style="list-style-type: none"> • Construction Review Board • Board of Boiler Examiners • Board of Heating Mechanical Examiners • Emergency Medical Services Advisory Board • U-Help Advisory Board • Opioid Abatement Council • Cable Advisory Board • Regional Cable Advisory Board <p>The appeal functions of the Building and Construction Boards (Construction Review Board, Board of Boiler Examiners, and Board of Heating Mechanical Examiners) are handled by the Hearing Examiner.</p> <p>The Emergency Medical Services Advisory Board, Cable Advisory Board, and Regional Cable Advisory Boards have been inactive for many years.</p> <p>The U-Help Advisory Board and Opioid Abatement Council. The U-Help program is now administered by SNAP. The Opioid Abatement Council is no longer needed as a result of Spokane County's Opioid Abatement Council (OAC).</p> <p>None of the boards proposed for repeal are required by state law nor do they have any active members or staff assigned.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>N/A</u> Current year cost: N/A Subsequent year(s) cost:	
Narrative: <u>This ordinance has no financial impact.</u>	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source*	

Is this funding source sustainable for future years, months, etc?

Expense Occurrence One-time Recurring N/A

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

This code cleanup ordinance is a result of the Brown Administration's comprehensive review of boards and commissions with the intent of improving demographic and geographic representation on all City boards and commissions. These boards are no longer active and have no current members.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

ORDINANCE NO C36519

An ordinance repealing inactive boards; repealing Chapters 04.06, 04.20, 04.24, 04.39 and Article IV of Chapter 10.27A of the Spokane Municipal Code.

WHEREAS, Mayor Brown has asked her administration to conduct a comprehensive review of the City’s boards and commissions; and

WHEREAS, a component of this review includes identifying boards and commissions that are no longer active or have never been empaneled; and

WHEREAS, eight boards have been identified as no longer active or adopted by code but never empaneled: Construction Review Board, Board of Boiler Examiners, Board of Heating Mechanical Examiners, Emergency Medical Services Advisory Board, U-Help Advisory Board, Opioid Abatement Council, Cable Advisory Board, and the Regional Cable Advisory Board.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Chapter 04.06 of the Spokane Municipal Code is repealed.

Section 2. That Chapter 04.20 of the Spokane Municipal Code is repealed.

Section 3. That Chapter 04.24 of the Spokane Municipal Code is repealed.

Section 4. That Chapter 04.39 of the Spokane Municipal Code is repealed.

Section 5. That Article IV “Cable Advisory Board”, Section 10.27A.900 and Section 10.27A.905 of the Spokane Municipal Code are repealed.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/06/2024**Committee Agenda type:** Discussion**Date Rec'd**

4/26/2024

Clerk's File #

ORD C36523

Renews #**Cross Ref #****Council Meeting Date:** 05/20/2024**Submitting Dept**

MAYOR

Project #**Contact Name/Phone**

SARAH NUSS 509.435.7026

Bid #**Contact E-Mail**

SNUSS@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

BWILKERSON KKLITZKE

Agenda Item Name

HEAT HEALTH AND SAFETY ORDINANCE

Agenda Wording

Relating to residential properties and establishing cooling requirements. Amending sections 10.57.130 and 10.57.140 of the SMC and creating a new Section 10.57.170 of the SMC.

Summary (Background)

Given the frequency and severity of extreme weather events and wildfires affecting Spokane residents has increased and is expected to further increase, and that these impacts affect marginalized communities disproportionately, the regulations set forth in this amendment to Chapter 10.57 of the SMC will protect and promote the health, safety and welfare of Spokane residents.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Select

\$

#

Select

\$

#

Select

\$

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

BUSTOS, KIM

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

snuss@spokanecity.org

amcdaniel@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	May 6, 2024
Submitting Department	Emergency Management
Contact Name	Sarah Nuss
Contact Email & Phone	snuss@spokanecity.org 509.435.7026
Council Sponsor(s)	CP Wilkerson, CM Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Heat Health & Safety Ordinance
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>This ordinance relates to residential rental properties and establishes cooling requirements, amending sections 10.57.130 and 10.57.140 of the Spokane Municipal Code, creating a new Section 10.57.170 of the Spokane Municipal Code.</p> <p>Given the frequency and severity of extreme weather events and wildfires affecting Spokane residents has increased and is expected to further increase, and that these impacts affect marginalized communities disproportionately, the regulations set forth in this amendment to Chapter 10.57 of the SMC will protect and promote the health, safety and welfare of Spokane residents.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? <i>The proposed amendments provide protection for tenants from retaliation, establish a private right of action, and prevent a landlord from prohibiting or restricting a tenant from installing or using a portable cooling device as long as building codes, law and safety guidelines are followed.</i> 	

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

ORDINANCE NO. C36523

AN ORDINANCE relating to residential rental properties and establishing cooling requirements, amending sections 10.57.130 and 10.57.140 of the Spokane Municipal Code, creating a new Section 10.57.170 of the Spokane Municipal Code.

WHEREAS, the frequency and severity of extreme weather events and wildfires affecting Spokane residents has increased in recent years and is expected to increase further; and

WHEREAS, the impacts of extreme weather events such as cold snaps and heat domes have a disproportionate impact on historically marginalized communities; and

WHEREAS, at least nineteen people died and 300 people sought medical treatment for heat related illness because of extreme heat during the 2021 Northwest Heat Dome; and

WHEREAS, heating, cooling or air filtration technologies may increase electricity use and can impact the energy burden of low-income residential customers and residential customers who are members of environmental justice communities; and

WHEREAS, RCW 59.18.060(11)(a) prohibits a landlord from terminating a tenant's electric utility or water service for lack of payment on any day for which the national weather service has issued or has announced it intends to issue a heat-related alert; and

WHEREAS, the regulations set forth in this amendment to chapter 10.57 SMC augment state law and will protect and promote the health, safety, and welfare of Spokane residents.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Section 10.57.130 of the Spokane Municipal Code is amended to read as follows:

Section 10.57.130 Anti-Retaliation Protections

A. Purpose and Intent.

Due to fears of retaliation, tenants may fear speaking up about housing habitability issues, practices relating to collection of past due rent, or organizing as tenants. State law provides protection against retaliation, and the City of Spokane intends for its code to provide additional protections.

B. Prohibition on retaliation.

1. No landlord or owner or manager of residential rental real property in Spokane may intimidate any person because that person is engaging in activities

designed to make other persons aware of, or encouraging such other persons to exercise rights granted or protected by the fair housing laws, or engaging in political speech or political organizing.

2. No person may threaten any employee or agent with dismissal or an adverse employment action, or take such adverse employment action, for any effort to assist any person in the exercise of their fair housing rights.
3. Landlords are prohibited from retaliating against individuals for invoking their rights or protections under subsections 10.57.115, 10.57.116, ~~((and))~~ 10.57.160, and 10.57.170.
4. For purposes of this section, “fair housing laws” and “fair housing rights” include the federal Fair Housing Act, and the Washington Law Against Discrimination.

Section 2. Section 10.57.140 of the Spokane Municipal Code is amended to read as follows:

Section 10.57.140 Private Right of Action

- A. Any person or class of persons who claim to have been injured by a violation of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130~~((or))~~ 10.57.160, or 10.57.170 may commence a civil action in Superior Court, not later than three (3) years after the occurrence of the alleged violation to obtain relief with respect to such violation. Upon prevailing, such aggrieved person may be awarded reasonable attorneys’ fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages, a penalty of up to \$500, and injunctive relief.
- B. If a landlord fails to comply with the requirements of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, ~~((or))~~ 10.57.160, or 10.57.170. and such failure was not caused by the tenant, the tenant may terminate the rental agreement by written notice pursuant to law.

Section 3. There is enacted a new chapter 10.57.170 to Title 10 of the Spokane Municipal Code to read as follows:

10.57.170 Portable Cooling Devices

- A. For purposes of this section:
 1. An “extreme heat event” means a day on which National Weather Service of the National Oceanic and Atmospheric Administration has predicted or indicated that there exists a heat-related alert, such as an excessive heat warning, a heat advisory, an excessive heat watch, or a similar alert for

Spokane County.

2. A “portable cooling device” means air conditioners and evaporative coolers, including devices mounted in a window or that are designed to sit on the floor but not including devices whose installation or use requires alteration to the dwelling unit.
- B. During an extreme heat event, a landlord may not prohibit or restrict a tenant from installing or using a portable cooling device of the tenant’s choosing, unless:
1. The installation or use of the device would:
 - a. Violate building codes or state or federal law; or
 - b. Violate the device manufacture’s written safety guidelines for the device; or
 - c. Damage the premises or render the premises uninhabitable; or
 - d. Require amperage to power the device that cannot be accommodated by the power service to the building, dwelling unit or circuit; or
 - e. The device would be installed in a window, and:
 - i. The window is a necessary egress from the dwelling unit; or
 - ii. The device would interfere with the tenant’s ability to lock a window that is accessible from outside; or
 - iii. The device requires the use of brackets or other hardware that would damage or void the warranty of the window or frame, puncture the envelope of the building or otherwise cause significant damages; or
 - iv. The restrictions require that the device be adequately drained to prevent damage to the dwelling unit or building; or
 - v. The restrictions require that the device be installed in a manner that prevents risk of falling.
 2. In addition to subsection (B)(1) of this section, the landlord may also require that the device be:
 - a. Installed or removed by the landlord or landlord’s agent; or
 - b. Subject to inspection or servicing by the landlord or landlord’s agent; or
 - c. Removed from October 1 through April 30.

C. A landlord who must limit portable cooling devices for a building under subsection (B)(1)(d) of this section shall prioritize allowing the use of devices for individuals who require a device to accommodate a disability as defined by state and federal law. A landlord is not responsible for any interruption in electrical service that is not caused by the landlord, including interruptions caused by an electrical supply's inability to accommodate use of a portable cooling device.

D. If a tenant fails to comply with a restriction on the use of a portable cooling device under subsection (B) of this section, a landlord may issue notice to the tenant in accordance with RCW 59.18.160 and RCW 59.18.170.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 5. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date