

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 21, 2014

MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER MICHAEL A. ALLEN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER STEVE SALVATORI

COUNCIL MEMBER AMBER WALDREF

COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

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 WEDNESDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

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. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one 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 as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the podium and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- 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, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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 Gita George-Hatcher at (509) 625-7083, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ggeorge-hatcher@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

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

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | | |
|----|---|---------|---------------|
| 1. | Continue Oracle License Support with DLT Solutions (Herndon, VA) to include Update Subscription Services and Right to Use Oracle Licenses from April 21, 2014, through April 20, 2015—\$286,012.15 (incl. tax). Michael Sloon | Approve | OPR 2014-0290 |
| 2. | Contract with Xerox Corporation (Tukwila, WA) for two Xerox D125 printers, from June 1, 2014, through May 31, 2019, utilizing Washington State DES Contract No. 07912—annual fee not to exceed \$46,000 est. (plus tax). Michael Sloon | Approve | OPR 2014-0291 |
| 3. | Contract with Azteca Systems, Inc. (Sandy, UT) for Cityworks Server AMS from April 1, 2014, through March 31, 2015, for the Wastewater and Water Departments—\$65,220 (incl. tax). Michael Sloon | Approve | OPR 2014-0292 |
| 4. | Contract with New Dawn Technologies, Inc. (Logan, UT) for Annual Support and Upgrades of JustWare Case Management Software and Annual Subscription of Business Intelligence from April 1, 2014, through March 31, 2015—\$90,292.21 (plus tax if applicable). Michael Sloon | Approve | OPR 2014-0293 |

- | | | |
|--|------------------------------------|------------------------------|
| 5. Set Final Assessment Roll Hearing before the Hearing Examiner for May 20, 2014, at: | Set Hrg.
for May 20,
2014 | PRO 2012-0015
ENG 2012041 |
| a. 1:30 p.m. for Sycamore Street from Everett Avenue to Nebraska Avenue, Rowan Avenue from Freya Street to Sycamore Street and Sanson Avenue from Freya to Sycamore Street. Gary Nelson | | |
| 6. Low Bid of HCI Industrial & Marine Coatings, Inc. (Vancouver, WA) for 9th Avenue and Pine Street Reservoir Repainting—\$1,885,180 (plus tax). An administrative reserve of \$188,518 (plus tax), which is 10% of the contract price (plus tax), will be set aside. Gary Nelson | Approve &
Authorize
Contract | OPR 2014-0294
ENG 2013129 |
| 7. Increase administrative reserve on the contract with Red Diamond Construction, Inc. (Spokane Valley, WA) for 11th Avenue from Latah Bridge to Coeur d'Alene Street, 12th Avenue from Spruce Street to Inland Empire Way and Spruce Street from 12th Avenue to 11th Avenue—an increase of \$21,167.33 for a total administrative reserve of \$55,051.53 or 16.25% of the contract price. Ken Brown | Approve &
Authorize | PRO 2011-0030
ENG 2011162 |
| 8. Contract with Greater Spokane Incorporated for federal lobbying services, business recruitment assistance and the International Trade Alliance from January 1, 2014 through December 31, 2014, for an amount not to exceed—\$117,440. Jan Quintrall | Approve | OPR 2014-0295 |
| 9. One-year extension with Occupational Medicine Associates (Spokane, WA) to provide professional medical services for the City of Spokane through April 30, 2015. Estimated annual expenditure—\$120,000 (incl. tax). Heather Lowe | Approve | OPR 2013-0295
RFP 3912-13 |
| 10. Interlocal Agreement with Airway Heights for sewer service to property located on Spokane County Parcel Numbers 15351.0014, 15351.0013, 15351.0012 and 15351.0011. Rick Romero | Approve | OPR 2014-0296 |
| 11. Two-year Purchase Agreement with Polydyne, Inc. (Riceboro, GA) for dry and liquid polymer for the Riverside Park Water Reclamation Facility for dewatering sludge—\$582,243.94 (incl. tax). Dale Arnold | Approve | OPR 2014-0297
BID 3979-13 |
| 12. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2011, total \$_____, with Parks and Library claims approved by their respective boards. | Approve &
Authorize
Payment | CPR 2014-0002 |

Warrants excluding Parks and Library total
\$_____.

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)

(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2014-0039 Declaring the Ponderosa Pine as the City of Spokane's official tree.
Council Member Waldref / Council Member Allen
- RES 2014-0040 Confirming the appointment of Kristen Becker as Development Services Center Manager for the Development Services Center Department. Jan Quintrall
- RES 2014-0041 Approving the appointment of Mike Taylor as City Engineer and Department Head for Integrated Capital Management Department.
Rick Romero
- RES 2014-0042 Approving the appointment of Chuck Conklin as Waste to Energy Facilities Director. Rick Romero
- RES 2014-0043 Adopting the revised Water Use Efficiency (WUE) Goals for the City of Spokane Water Utility in compliance with Washington Administrative Code WAC 246-290-800. Dan Kegley

NO FINAL READING ORDINANCES

FIRST READING ORDINANCE

(No Public Testimony Will Be Taken)

- ORD C35092 Granting TW Telecom of Washington LLC. a non-exclusive franchise to use the public right of way to provide noncable telecommunications services to the public. Tim Szambelan

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATION

- | | | |
|--|------------------------------------|---------------|
| S1. Letter to Spokane County Prosecutor Steve Tucker regarding the criminal review process for officer involved shootings.
Council Member Snyder | Adopt
Upon
Roll Call
Vote | CPR 2014-0030 |
|--|------------------------------------|---------------|
-

NO HEARINGS

**Motion to Approve Advance Agenda for April 21, 2014
(per Council Rule 2.1.2)**

OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

ADJOURNMENT

The April 21, 2014, Regular Legislative Session of the City Council is adjourned to April 28, 2014.

NOTES

**Agenda Sheet for City Council Meeting of:**

04/21/2014

<u>Date Rec'd</u>	4/9/2014
<u>Clerk's File #</u>	OPR 2014-0290
<u>Renews #</u>	OPR 2013-0171
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 3650-09
<u>Requisition #</u>	RE16911000

<u>Submitting Dept</u>	INFORMATION TECHNOLOGY
<u>Contact Name/Phone</u>	MICHAEL SLOON 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5300 ORACLE AGENDA (2014)

Agenda Wording

Approval to continue the Oracle License Support with DLT Solutions (Herndon, VA) to include Update Subscription Services and Right to Use Oracle Licenses for the City of Spokane. April 21, 2014 through April 20, 2015. \$286,012.15 including tax.

Summary (Background)

Oracle is the database structure used by the Human Resources Management System (HRMS), Utility Billing System (Customer Star II Production and Test Machines), Fleet Focus M-5 System, and Wastewater Management Department. It is imperative to the City that the functionality of the database structure and the software is stable and consistent. The City of Spokane is utilizing Contract Number: GSA:GS-35F-4543G Schedule 70.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 97,626.98 including tax	#	5300-73500-18850-54820
Expense	\$ 188,385.17 including tax	#	5300-73300-18850-54820
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	
<u>Division Director</u>	COOLEY, GAVIN	<u>Other</u>	Finance 3/31/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Accounting - pdolan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	Contract Accounting - mlesense@spokanecity.org	
<u>Additional Approvals</u>		Legal - bburns@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	Taxes & Licenses	
		Purchasing - cwahl@spokanecity.org	
		IT - jhamilton@spokancity.org	
		Oracle - eliot.despins@oracle.com	

Contract #	Start Date	End Date	Product Name	CSI #	Qty	Lic Type	System	2013 Rates	2014 Rates
								12 Months	12 Months
4656540	21-Apr-13	20-Apr-14	Oracle DB Enter Ed - Named User Perpetual	3366693	44	Full Use	CStar Dev	8,410.42	8,839.52
4656540	21-Apr-13	20-Apr-14	Oracle DB Enter Ed - Named User Perpetual	3366693	12	Full Use	M5 Fleet Svc Prod	2,515.11	2,643.43
4656540	21-Apr-13	20-Apr-14	Oracle DB Enter Ed - Named User Perpetual	3366693	80	Full Use	CStar Prod	17,884.88	18,797.38
4656540	21-Apr-13	20-Apr-14	Oracle DB Enter Ed - Named User Perpetual	3374920	65	Full Use	M5 Fleet Svc Prod	13,0078.40	13,745.66
4656540	21-Apr-13	20-Apr-14	Oracle Server V7 7.3.4	2715708	11	Concurrent Device	GIS-Hansen Dev	1,269.44	1,334.20
4656540	21-Apr-13	20-Apr-14	GIS Oracle DB Enter Ed - Processor Perpetual	3863575	4	Processor License	GIS-Hansen Prod	33,777.18	35,500.51
4656540	21-Apr-13	20-Apr-14	Oracle DB Enter Ed - Named User Perpetual	1561503	45	Full Use	M5 Fleet Svc Dev	8,517.94	8,952.52
4656540	21-Apr-13	20-Apr-14	Peoplesoft Enterprise Employee Perpetual	1756930	3000	Full Use	HRMS	153,304.32	161,125.99
4656540	21-Apr-13	20-Apr-14	Peoplesoft Enterprise \$M Op Budget Perpetual	1756930	438	Full Use	HRMS	4,947.29	5,199.70
4656540	21-Apr-13	20-Apr-14	UPK Developer Perpetual - 1 User	1756930	3	Full Use	HRMS	5,970.01	6,274.60
4656540	21-Apr-13	20-Apr-14	Net Express Cobol for Windows - 2 Named Users	1766037	1	Full Use	HRMS	672.81	707.13
RATE TOTAL								250,347.81	263,120.65
TAX								21,780.26	22,891.50
TOTAL + TAX								272,128.07	286,0012.15

DLT Solutions Price Quotation

Date: 02/27/2014
Quote: 4345850
Reference: 962341

To: Joan Hamilton
Spokane County
808 W. Spokane Falls Blvd
City Hall 7th Floor
Spokane, WA 99201

From: Justin Smith
13861 Sunrise Valley Drive
Suite 400
Herndon, VA 20171

Phone: (509) 625-6487

Fax: (509) 625-6550

Email: jhamilton@spokanecity.org

Phone: (703) 773-8978

Fax: (703) 709-8450

Email: justin.smith@dlt.com

<u>Item</u>	<u>Part #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	9891-1839-R	One Year Software Update License & Support Renewal for Change Management Pack Named User Plus License Change Management Pack - Named User Plus Perpetual, CSI 15615033, QTY 45 PoP: 4/21/2014 through 4/20/2015	1	\$516.48	\$516.48
2	9891-201203-R	One Year Software Update License & Support Renewal for Micro Focus International Ltd. Net Express COBOL for Windows 2 Named Users See Supplement See Supplement Micro Focus International Ltd. Net Express COBOL for Windows for 2 Named Users (Mfr is Microfocus; Third Party Program), CSI 17660375, QTY 1 PoP: 4/21/2014 through 4/20/2015	1	\$707.13	\$707.13
3	9891-2017-R	One Year Software Update License & Support Renewal for Application Server Product - Standard Edition Processor License ORACLE SERVER V7 7.3.4, CSI 2715708, QTY 11 PoP: 4/21/2014 through 4/20/2015	1	\$1,334.20	\$1,334.20
4	9891-1839-R	One Year Software Update License & Support Renewal for Change Management Pack Named User Plus License Configuration Management Pack - Named User Plus Perpetual, CSI 15615033, QTY 45 PoP: 4/21/2014 through 4/20/2015	1	\$516.59	\$516.59
5	9891-1799-	One Year Software Update License & Support	1	\$6,886.50	\$6,886.50

R	Renewal for Oracle Database Enterprise Edition Named User Plus License				
	Oracle Database Enterprise Edition - Named User Plus Perpetual, CSI 15615033, QTY 45				
	PoP: 4/21/2014 through 4/20/2015				
6	9891-1835- R	One Year Software Update License & Support Renewal for Diagnostics Pack Named User Plus License	1	\$516.48	\$516.48
	Diagnostics Pack - Named User Plus Perpetual, CSI 15615033, QTY 45				
	PoP: 4/21/2014 through 4/20/2015				
7	9891-1837- R	One Year Software Update License & Support Renewal for Tuning Pack Named User Plus License	1	\$516.48	\$516.48
	Tuning Pack - Named User Plus Perpetual, CSI 15615033, QTY 45				
	PoP: 4/21/2014 through 4/20/2015				
8	9891-1807- R	One Year Software Update License & Support Renewal for Oracle Database Enterprise Edition Processor License	1	\$35,500.51	\$35,500.51
	Oracle Database Enterprise Edition - Processor Perpetual, CSI 3863575, Qty 4				
	PoP: 4/21/2014 through 4/20/2015				
9	9891-1799- R	One Year Software Update License & Support Renewal for Oracle Database Enterprise Edition Named User Plus License	1	\$13,745.66	\$13,745.66
	Oracle Database Enterprise Edition - Named User Perpetual, CSI 3374920, QTY 65				
	PoP: 4/21/2014 through 4/20/2015				
10	9891-1799- R	One Year Software Update License & Support Renewal for Oracle Database Enterprise Edition Named User Plus License	1	\$2,643.43	\$2,643.43
	Oracle Database Enterprise Edition - Named User Perpetual, CSI 3366693, QTY 12				
	PoP: 4/21/2014 through 4/20/2015				
11	9891-1799- R	One Year Software Update License & Support Renewal for Oracle Database Enterprise Edition Named User Plus License	1	\$8,839.52	\$8,839.52
	Oracle Database Enterprise Edition - Named User Perpetual, CSI 3366693, QTY 44				

		PoP: 4/21/2014 through 4/20/2015			
12	9891-1799-R	One Year Software Update License & Support Renewal for Oracle Database Enterprise Edition Named User Plus License	1	\$18,797.38	\$18,797.38
		Oracle Database Enterprise Edition - Named User Perpetual, CSI 3366693, QTY 80			
		PoP: 4/21/2014 through 4/20/2015			
13	9891-6818-R	Renewal - One Year Oracle Administration Services for On Demand PeopleSoft Enterprise Human Resources, Self Service Application User	1	\$25,128.97	\$25,128.97
		PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual, CSI 17569302, QTY 3000			
		PoP: 4/21/2014 through 4/20/2015			
14	9892-2014-SUP-R	One Year Software Update License & Support Renewal for PeopleSoft Enterprise Payroll For Public Sector - Employee Count Perpetual License	1	\$30,562.26	\$30,562.26
		PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual, CSI 17569302, QTY 3000			
		PoP: 4/21/2014 through 4/20/2015			
15	9892-2015-SUP-R	One Year Software Update License & Support Renewal for PeopleSoft Enterprise Time And Labor For Public Sect - Employee Count Perpetual License	1	\$14,941.58	\$14,941.58
		PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual, CSI 17569302, QTY 3000			
		PoP: 4/21/2014 through 4/20/2015			
16	9892-2012-SUP-R	One Year Software Update License & Support Renewal for PeopleSoft Enterprise Benefits Admin. For Public Sec - Employee Count Perpetual License	1	\$11,545.73	\$11,545.73
		PeopleSoft Enterprise Pension Administration - Enterprise Employee Perpetual, CSI 17569302, QTY 3000			
		PoP: 4/21/2014 through 4/20/2015			
17	9891-17775-R	Software Update License & Support Renewal for PeopleSoft Enterprise Financials Warehouse - Application User Perpetual	1	\$14,262.41	\$14,262.41
		PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual, CSI 17569302,			

QTY 3000

PoP: 4/21/2014 through 4/20/2015

18	9892-2010-SUP-R	One Year Software Update License & Support Renewal for PeopleSoft Enterprise HCM Portal Pack - Employee Count Perpetual License	1	\$1,630.00	\$1,630.00
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PeopleSoft Enterprise HCM Portal Pack - Enterprise Employee Perpetual, CSI 17569302, QTY 3000

PoP: 4/21/2014 through 4/20/2015

19	9892-2009-SUP-R	One Year Software Update License & Support Renewal for PeopleSoft Enterprise Talent Acquisition Manager - Employee Count Perpetual License	1	\$10,187.40	\$10,187.40
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PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual, CSI 17569302, QTY 3000

PoP: 4/21/2014 through 4/20/2015

20	9892-2012-SUP-R	One Year Software Update License & Support Renewal for PeopleSoft Enterprise Benefits Admin. For Public Sec - Employee Count Perpetual License	1	\$11,545.73	\$11,545.73
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PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual, CSI 17569302, QTY 3000

PoP: 4/21/2014 through 4/20/2015

21	9892-2012-SUP-R	One Year Software Update License & Support Renewal for PeopleSoft Enterprise Benefits Admin. For Public Sec - Employee Count Perpetual License	1	\$14,262.41	\$14,262.41
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PeopleSoft Enterprise Enterprise Learning Management - Enterprise Employee Perpetual, CSI 17569302, QTY 3000

PoP: 4/21/2014 through 4/20/2015

22	9892-2013-SUP-R	One Year Software Update License & Support Renewal for PeopleSoft Enterprise Human Resources For Public Sec - Employee Count Perpetual License	1	\$16,299.85	\$16,299.85
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PeopleSoft Enterprise HelpDesk for Human Resources - Enterprise Employee Perpetual, CSI 17569302, QTY 3000

PoP: 4/21/2014 through 4/20/2015

23	9892-2011-SUP-R	One Year Software Update License & Support Renewal for PeopleSoft Enterprise Community	1	\$5,199.70	\$5,199.70
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Portal - Employee Count Perpetual License

PeopleSoft Enterprise Community Portal -
Enterprise \$M in Operating Budget Perpetual,
CSI 17569302, QTY 438

PoP: 4/21/2014 through 4/20/2015

24	9891- 222227-R	One Year Software Update License & Support Renewal for Oracle User Productivity Kit Standard (UPK) - UPK Developer	1	\$6,274.60	\$6,274.60
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User Productivity Kit Standard - UPK Developer
Perpetual, CSI 17569302, QTY 3

PoP: 4/21/2014 through 4/20/2015

25	9891- 222229-R	One Year Software Update License & Support Renewal for Oracle User Productivity Kit Standard (UPK) - Employee	1	\$10,759.65	\$10,759.65
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User Productivity Kit - UPK Employee
Perpetual, CSI 17569302, QTY 3000

PoP: 4/21/2014 through 4/20/2015

Total:	\$263,120.65
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<i>This quote is valid until:</i>	03/20/2014
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Contract Number: GSA:GS-35F-4543G Schedule 70
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: OS0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX
DLT's standard Terms & Conditions apply

<u>PLEASE REMIT PAYMENT TO:</u>	DLT Solutions, LLC	<u>-OR-</u>	DLT Solutions, LLC
	ACH: SunTrust Bank		Mail: PO Box 102549
	ABA # 061000104		Atlanta, GA 30368
	Acct # 1000032705898		

Customer orders subject to applicable sales tax in: CA, CO, CT, DC, FL, GA, HI, IL, IN, KS, KY, LA, MA, MD, MI, MO, MS, NC, NM, NJ, NV, NY, OH, OK, PA, RI, SC, TN, TX, VA, WA, WI

The terms and conditions of the Manufacturer's standard commercial license and subscription agreement are made a part of this quotation and shall govern purchaser's use of any Manufacturer product. Contact the DLT Sales Rep if further information is required.

Documentation to be submitted to validate Invoice for payment:

- Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.

c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

REPORT: RW4001
SYSTEM: FMSP0
USER: SAM5300

CITY OF SPOKANE
IN-HOUSE COPY OF PURCHASE ORDER

DATE: 04/02/14
TIME: 08:24
PAGE: 1

PURCHASE ORDER DATE: 04/01/2014
DELIVERY DUE:

PO#: RE 16911-000
REQ#:

VENDOR: DLT SOLUTIONS LLC
035303

SHIP TO: INFORMATION TECHNOLOGY
CITY OF SPOKANE
7TH FLOOR - CITY HALL
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201-3344

13861 SUNRISE VLY DR STE 400
HERNDON VA 20171

REQUESTOR: JOAN HAMILTON X6487

BUYER: JOAN HAMILTON

UTILIZING CONTRACT NUMBER: GSA:GS-35F-4543G
SCHEDULE 70

DLT SOLUTIONS QUOTE # 4345850

POP: 4/21/2014 THROUGH 4/20/2015

TOTAL: 286,012.15

QTY	UOM	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1	EA	ORACLE SOFTWARE UPDATE LICENSES AND SUPPORT AS PER QUOTE # 4345850	\$ 263,120.65	\$ 263,120.65

BUDGET ACCT.:

5300-73500-18850-54820-99999	\$ 89,813.23
5300-73300-18850-54820-99999	\$ 173,307.42

SALES TAX

\$ 22,891.50

BUDGET ACCT.:

5300-73500-18850-54820-99999	\$ 7,813.75
5300-73300-18850-54820-99999	\$ 15,077.75

**Agenda Sheet for City Council Meeting of:**

04/21/2014

Date Rec'd

4/9/2014

Clerk's File #

OPR 2014-0291

Renews #**Submitting Dept**

INFORMATION TECHNOLOGY

Cross Ref #**Contact Name/Phone**

MICHAEL SLOON 625-6468

Project #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

BT

Agenda Item Name

5300 XEROX PRINTER LEASE (2014)

Agenda Wording

New Contract with Xerox Corporation (Tukwila, WA). This is a five (5) year Lease Agreement for two Xerox D125 Printers utilizing WA State DES Contract #07912. Annual fee is not to exceed \$46,000.00 est. plus tax. June 1, 2014 through May 31, 2019.

Summary (Background)

This Lease Agreement is for printers used for Utility Bills and Payroll as well as other various systems. This lease also includes all software, hardware, and emergency repair service on the equipment.

Fiscal Impact**Budget Account**

Expense \$ 46,000.00 est. plus tax

5300-73500-18880-54501

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

SLOON, MICHAEL

Study Session**Division Director**

COOLEY, GAVIN

Other

Finance, 3/31/14

Finance

LESESNE, MICHELE

Distribution List**Legal**

WHALEY, HUNT

Accounting - pdolan@spokanecity.org

For the Mayor

SANDERS, THERESA

Contract Accounting - mlesense@spokanecity.org

Additional Approvals

Legal - bburns@spokanecity.org

Purchasing

Taxes & Licenses

Purchasing - cwahl@spokanecity.org

IT - jhamilton@spokanecity.org

Xerox Corp - rudy.martinez@xerox.com

Lease Agreement



Customer: SPOKANE, CITY OF

BillTo: CITY OF SPOKANE
MIS RM B53
808 W SPOKANE FALLS
SPOKANE, WA 99201-3333

Install: CITY OF SPOKANE
MIS RM B53
808 W SPOKANE FALLS
SPOKANE, WA 99201-3333

Tax ID#:

State or Local Government Negotiated Contract : 072636400

"Pricing per WA State DES Contract #07912 & WSCA Contract #1715"

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	D125CP (D125 COPIER/PRINTER) - High Capacity Feeder - Standard Install - D4 Stapler Finisher 2-3 Hole - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox 4112CP S/N GYA738326 Trade-In as of Payment 71	5/6/2014
2.	FFSVR (FF PT SVR-95/110/125) - D125 Cp Srv License - Vsel-required On Cp - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox LPDPSVR S/N GBT932074 Trade-In as of Payment 71	5/6/2014
3.	D125CP (D125 COPIER/PRINTER) - High Capacity Feeder - Standard Install - D4 Stapler Finisher 2-3 Hole - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox 4112CP S/N GYA738856 Trade-In as of Payment 71	5/13/2014
4.	FFSVR (FF PT SVR-95/110/125) - D125 Cp Srv License - Vsel-required On Cp - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox LPDPSVR S/N GBT932104 Trade-In as of Payment 71	5/13/2014

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.

Signer: See PO

Phone: (509)625-6773

Signature: _____

Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Bob Foote
(509)315-1565

For information on your Xerox Account, go to
www.xerox.com/AccountManagement



Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. D125CP	\$1,336.17	1: Meter 1	1 - 125,000 125,001+	Included \$0.0058	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. FFSVR	\$440.24	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term
3. D125CP	\$1,336.17	1: Meter 1	1 - 125,000 125,001+	Included \$0.0058	- Consumable Supplies Included for all prints - Pricing Fixed for Term
4. FFSVR	\$440.24	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term
Total	\$3,552.82	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. FREEFLOW LICENSE. The following terms apply to Xerox FreeFlow Print Server™/DocuSP® software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready® and FreeFlow Process Manager™) (collectively, "FreeFlow Application Software"), and are additive to and supplement those found elsewhere in the Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software."

1. FreeFlow Software may include and/or incorporate font programs ("Font Programs") and other software provided by Adobe Systems Incorporated ("Adobe Software"). You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/browser/legal/embeddingeula, you may also embed copies of those Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

2. You will not, without the prior written consent of Xerox and its licensors: (a) alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by the Agreement; (c) use the embedded code within the FreeFlow Software outside of the Equipment on which it was installed or in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or benchmark tests of the FreeFlow Software; (e) use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or (f) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

3. FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc. ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server. Upon not less than 45 days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities.

4. The Copyright Management feature of FreeFlow Makeready ("FFCM") contains the Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"). You will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. THE CCC SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.

5. If you install FreeFlow Application Software on a computer that you supply, the following terms apply: (a) Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (collectively "Workstation"); (b) IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A WORKSTATION, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO ADDITIONAL CHARGES; and (c) you are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox's published specifications.

6. The following terms apply to FreeFlow Software licensed to U.S. government customers:

a. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).

b. Adobe Software is a "commercial item," as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.

c. Oracle Database Express Edition is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.

PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan

Terms and Conditions

Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product

improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

**Agenda Sheet for City Council Meeting of:**

04/21/2014

Date Rec'd

4/9/2014

Clerk's File #

OPR 2014-0292

Renews #**Submitting Dept**

INFORMATION TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5300 AZTECA CITYWORKS WASTEWATER & WATER (2014)

Cross Ref #**Project #****Bid #****Requisition #**

CR 14303

Agenda Wording

Contract with Azteca Systems, Inc. (Sandy, UT) for Cityworks Server AMS for the City of Spokane Wastewater and Water Departments from April 1, 2014 through March 31, 2015. Cost is \$65,220.00 including tax.

Summary (Background)

Cityworks is a powerful, flexible and affordable GIS-based Asset Maintenance Management System. Built exclusively on ESRI's leading ArcGIS software it enables Public Works and Utilities clients to inventory assets, issue and track service requests and work orders and manage overall customer needs.

Fiscal Impact

Expense \$ 38,045.00 inc tax

Expense \$ 27,175.00 inc tax

Select \$

Select \$

Budget Account

4100-42420-34148-54201

4310-43100-35148-54201

#

#

Approvals**Dept Head**

SLOON, MICHAEL

Division Director

COOLEY, GAVIN

Finance

LESESNE, MICHELE

Legal

WHALEY, HUNT

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session****Other**

Finance 3/31/14

Distribution List

Accounting - pdolan@spokanecity.org

Contract Accounting - mlesense@spokanecity.org

Legal - bburns@spokanecity.org

Additional Approvals**Purchasing**

Taxes & Licenses

Purchasing - cwahl@spokanecity.org

IT - jhamilton@spokanecity.org

georgem@cityworks.com, mharman@cityworks.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Azteca Systems, Inc. will provide the City of Spokane the opportunity to create and manage Wastewater and Water related service requests and work orders. Cityworks Server AMS includes Cityworks software ELA (Enterprise License Agreement), annual support and software maintenance. The Enterprise License Agreement provides unlimited software use for the Wastewater and Water Departments.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and AZTECA SYSTEMS, INC., whose address is 11075 South State Street # 24, Sandy, Utah 84070, as "Contractor".

The parties agree as follows:

1. PERFORMANCE. The Contractor shall provide SOFTWARE UPDATE AND ANNUAL SUPPORT FOR CITYWORKS GIS BASED ASSET MAINTENANCE MANAGEMENT SYSTEM which enables Public Works and Utilities to inventory assets, issue and track service requests and work orders, and manage overall customer needs, in accordance with the Contractor's proposal dated February 4, 2014.
2. CONTRACT TERM. The Contract shall begin April 1, 2014 and run through March 31, 2015, unless terminated earlier.
3. COMPENSATION. The City shall pay the Contractor SIXTY FIVE THOUSAND TWO HUNDRED TWENTY AND NO/100 DOLLARS (\$65,220.00), including tax, as full compensation for everything furnished and done under this Contract.
4. PAYMENT. The Contractor shall send its applications for payment to Information Technology, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Contractor's application.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
8. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.
9. 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.

10. TERMINATION. Either party may terminate this Contract by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

11. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Contractor, its officers, employees and subcontractors in connection with the performance of the Contract, except to the extent of those claims arising from the negligence of the City, its officers and employees.

12. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

13. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Contractor shall perform the best general practice and that only material and workmanship of the best quality are to be used.

14. 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, 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.

15. 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 Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor 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.

16. INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the following insurance coverages:

- A. 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.

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 Contractor or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Contract. The certificate shall specify all of the parties who are additional insured, and

include applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided and, if requested complete copies of insurance policies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

17. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three years following final payment all records related to its performance of the Contract. The Contractor 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.

Dated: _____ CITY OF SPOKANE

By: _____

Title: _____

Attest: _____
City Clerk

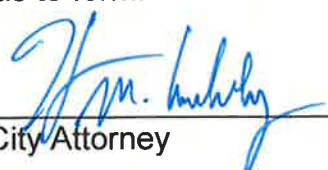
Dated: _____ AZTECA SYSTEMS, INC.

By: _____

Title: _____

E-Mail address, if available: _____

Approved as to form:



Assistant City Attorney



Support Quote

February 4, 2014

Azteca Systems, Inc
11075 South State Street #24
Sandy, UT 84070
(801) 523-2751
(801) 523-3734 (fax)

Joan Hamilton
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Our records indicate the renewal date is approaching for Cityworks Update & Support Agreement. Keeping your update and support current entitles you to:

- Software Updates
- Customer Support
- Access to MyCityworks.com

To assure that you continue to receive these valuable services it is important to renew the software maintenance for the forthcoming term. Attached please find the quotation for renewing your Cityworks Update & Support Agreement.

If you have any questions regarding this information, please contact this office.

Thank you,

Marianne Haslam
801-523-2751
801-523-3734 (fax)
marianne@cityworks.com



Support Quote

February 4, 2014

Azteca Systems, Inc
11075 South State Street #24
Sandy, UT 84070
(801) 523-2751
(801) 523-3734 (fax)

City of Spokane, WA
Contract # **C147511**

Software	Licenses
Desktop	E
Anywhere	E
Desktop / Anywhere	
Server AMS	E
Server PLL	
Storeroom	E
Service Request Only	
CCTV Interface for PACP	E
Equipment Manager	E
Pavement Analysis	E
Doc. Management API	
Service Request API	
Metrics API	
Contracts	
Work Order API	
Citizen Engagement Service Request API	
Renewal Period	4/1/2014 to 3/31/2015
U & S Amount Due	\$35000.00 (plus any applicable sales tax)

By signing below, you are authorizing Azteca Systems, Inc. to issue an update and support invoice in the amount quoted above.

Signature of Authorized Representative

Date

Name (please print)

Title

Purchase Order #: _____

☐ Submit invoice electronically to: (email) _____

☐ Invoice to be addressed to: (if different than listed above)

(Please fax or mail this form back to Azteca Systems – 801-523-3734)



Support Quote

February 4, 2014

Azteca Systems, Inc

11075 South State Street #24

Sandy, UT 84070

(801) 523-2751

(801) 523-3734 (fax)

Bill Myers
Spokane Wastewater Management
808 W Spokane Falls Blvd.
Spokane, WA 95201

Our records indicate the renewal date is approaching for Cityworks Update & Support Agreement. Keeping your update and support current entitles you to:

- Software Updates
- Customer Support
- Access to MyCityworks.com

To assure that you continue to receive these valuable services it is important to renew the software maintenance for the forthcoming term. Attached please find the quotation for renewing your Cityworks Update & Support Agreement.

If you have any questions regarding this information, please contact this office.

Thank you,

Marianne Haslam
801-523-2751
801-523-3734 (fax)
marianne@cityworks.com



Support Quote

February 4, 2014

Azteca Systems, Inc
11075 South State Street #24
Sandy, UT 84070
(801) 523-2751
(801) 523-3734 (fax)

Spokane Wastewater Management, WA
Contract # **C153713**

Software	Licenses
Desktop	E
Anywhere	E
Desktop / Anywhere	
Server AMS	E
Server PLL	
Storeroom	E
Service Request Only	
CCTV Interface for PACP	E
Equipment Manager	E
Pavement Analysis	E
Doc. Management API	
Service Request API	
Metrics API	
Contracts	E
Work Order API	
Citizen Engagement Service Request API	
Renewal Period	4/1/2014 to 3/31/2015
U & S Amount Due	\$25000.00 (plus any applicable sales tax)

By signing below, you are authorizing Azteca Systems, Inc. to issue an update and support invoice in the amount quoted above.

Signature of Authorized Representative

Date

Name (please print)

Title

Purchase Order #: _____

☐ Submit invoice electronically to: (email) _____

☐ Invoice to be addressed to: (if different than listed above)

(Please fax or mail this form back to Azteca Systems – 801-523-3734)

**Agenda Sheet for City Council Meeting of:**

04/21/2014

<u>Date Rec'd</u>	4/9/2014
<u>Clerk's File #</u>	OPR 2014-0293
<u>Renews #</u>	OPR 2013-0298
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR14386

<u>Submitting Dept</u>	INFORMATION TECHNOLOGY
<u>Contact Name/Phone</u>	MICHAEL SLOON 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5300 NEW DAWN TECH (2014)

Agenda Wording

Contract with New Dawn Technologies, Inc. (Logan, UT) for Annual Support and Upgrades of JustWare Case Management Software and Annual Subscription of Business Intelligence. April 1, 2014 through March 31, 2015. \$90,292.21 plus tax if applicable.

Summary (Background)

This contract combines the annual maintenance and support for Municipal Court, Public Defenders Office, Prosecutors Office, and Probation Department. The use of the same case management software package with custom modules designed specifically for these departments improves efficiency, aids in establishing consistency in case counting methodology and reporting across the various agencies, as well as allowing each agency to use the City's existing document imaging system.

<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 90,292.21 plus tax if applicable	# 5300-73300-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>
<u>Division Director</u>	COOLEY, GAVIN	<u>Other</u> Finance 3/31/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>
<u>Legal</u>	WHALEY, HUNT	Accounting - pdolan@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	Contract Accounting - mlesense@spokanecity.org
<u>Additional Approvals</u>		Legal - bburns@spokanecity.org
<u>Purchasing</u>		Taxes & Licenses
		Purchasing - cwahl@spokanecity.org
		IT – jhamilton@spokancity.org
		bstocks@newdawn.com & cheaps @newdawn.com



CONTRACT TO Spokane City

Pricing Provided Expires: June 30, 2014

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Terms and Conditions

THESE TERMS AND CONDITIONS (this “**Agreement**”) are entered into as of _____, 20__ (the “**Effective Date**”) by and between New Dawn Technologies, Inc. (“**New Dawn**”) and Spokane City (“**Customer**”). (Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the License Agreement.)

WHEREAS, Customer desires to purchase from New Dawn, and New Dawn desires to sell and license to Customer, certain software products and services (the “**Product**” or “**Products**”) as defined in the Statement of Work of even date herewith and attached hereto (as the same may be updated and amended by the parties from time to time in writing) and incorporated herein by reference (“**Statement of Work**”), on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Product Sale, License and Delivery

1.1 Sale and License. Pursuant to the Computer Software License Agreement (the “**License Agreement**”) and/or the Subscription Agreement (the “**Subscription Agreement**”) incorporated herein by reference, to be executed contemporaneously with this Agreement, New Dawn shall sell and license to Customer, and Customer agrees to purchase and license and/or subscribe from New Dawn, the Product, including the New Dawn Software Modules identified in the New Dawn Quotation, as both capitalized terms are defined in the Statement of Work. The license and/or subscription shall commence upon execution by both parties of the License Agreement and/or Subscription Agreement.

1.2 Delivery. Products, including software or access to software, documentation required for installation thereof and license keys, shall be delivered by New Dawn to Customer upon the execution of this Agreement; *provided, however*, Project Start Meeting will commence once the Contract Signing Payments are received by New Dawn from Customer.

2. Prices & Payment

2.1 Prices. Customer agrees to purchase the Products at the prices set forth in the Pricing Proposal. All prices exclude taxes, customs and duties. These prices will remain valid during the Term of this Agreement (as defined below). New Dawn may adjust prices thereafter.

2.2 Payment. New Dawn shall invoice Customer for the aggregate purchase price of Products ordered by Customer at the time of shipment of such Products. Each such invoice shall be due and payable within thirty (30) calendar days of the invoice date. All Product sales are final, and payments are non-refundable.

2.3 Manner and Place of Payment. All payments hereunder shall be payable in U.S. dollars. All payments owed under this Agreement shall be made by wire transfer in immediately available funds to a bank and account designated in writing by New Dawn, unless otherwise approved by New Dawn.

2.4 Taxes and Fees. All taxes and/or fees levied on account of the payments accruing to New Dawn under this Agreement shall be paid by Customer for its own account. It will be the Customer's sole responsibility to ensure that taxes are paid to the proper taxing authority. It will be the Customer's sole responsibility to ensure that fees are paid to the proper authority. Taxes and fees may be deducted from payments made to New Dawn only if Customer tax and fee obligation is identified in "Exhibit A: Pricing Proposal" of this agreement.

2.5 Late Payments. In the event that any payment due under this Agreement is not made when due, the payment shall accrue interest from the date due at the rate of one and a half percent (1.5%) per month; *provided, however*, that in no event shall such rate exceed the maximum legal annual interest rate. The payment of such interest shall not limit New Dawn from exercising any other rights it may have as a consequence of the lateness of any payment.

3. Limited Warranty and Limited Remedies

New Dawn warrants that, upon completion of delivery and installation, the Products sold under this Agreement will conform in all material respects with the Product Documentation and will be conforming and free from defects in material and workmanship until fifteen (15) months after the date of manufacture (which date of manufacture shall be clearly marked in materials provided to Customer); *provided, however*, that this limited warranty does not apply to Custom Software or the services covered by First Year Support. Notwithstanding anything contained in this Agreement to the contrary, the warranty of New Dawn as provided herein shall be void if any alterations, modifications or work have been performed on such Product, or to the extent that any alleged defect is the result of abuse, misuse, improper maintenance or storage, accident, action or inaction on the part of any party other than New Dawn. Nor shall New Dawn be responsible (a) for the quality or condition of any materials supplied by or through Customer, or (b) for any defect to the extent due to uses that do not conform to the applicable instructions. Subject to the foregoing, if a Product is not as warranted and Customer notifies New Dawn in writing within the fifteen-month warranty period noted above and returns that Product to New Dawn within thirty (30) calendar days of Customer's discovery, New Dawn will, at its option, promptly repair or replace the defective Product. Any such repaired or replaced Product shall be shipped back to Customer at New Dawn's sole expense. This remedy will not be deemed

to have failed of its essential purpose so long as New Dawn is willing and able to repair or replace a defective Product in the prescribed manner. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR USE.

4. Default

4.1 Event of Default. The occurrence of any one or more of the following shall constitute an “***Event of Default***” under this Agreement:

- a) Customer fails to pay to New Dawn any charge, costs, or other payment accruing hereunder within sixty (60) calendar days of the invoice date if such delinquency has not been corrected within ten (10) calendar days after New Dawn has given Customer written notice of such delinquency;
- b) Customer fails to perform any obligation set forth in this Agreement, repudiates any obligation set forth in this Agreement, or wrongfully rejects conforming and non-defective Products by Customer if such failure has not been corrected within sixty (60) calendar days after New Dawn has given Customer written notice of such failure;
- c) New Dawn’s failure to perform any obligation set forth in this Agreement if such failure has not been corrected within sixty (60) calendar days after Customer has given New Dawn written notice of such failure; or
- d) Customer’s failure to start Project Start Meeting on a date mutually agreed-upon by Customer and New Dawn.

4.2 Effect of Default. Upon the occurrence of any Event of Default, the party adversely affected may halt all pending and/or planned activities on Project Start Meeting; and/or terminate this Agreement effective immediately. If Customer is the defaulting party, New Dawn may accelerate and declare all outstanding payments owed by Customer under this Agreement immediately due and payable as a liquidated sum. New Dawn may proceed against Customer in any lawful manner for satisfaction of amounts owed by Customer, including interest owed thereon calculated at one and a half percent (1.5%) per month; *provided, however*, that such interest amount does not exceed the maximum legal annual interest rate. New Dawn may proceed against Customer in any lawful manner to repossess Products remaining in Customer’s possession to satisfy, in whole or in part, Customer’s obligations under this Agreement.

Customer shall pay all costs of collection, including reasonable attorney's fees, whether or not a lawsuit is instituted.

5. Indemnification

5.1 Indemnification by New Dawn. New Dawn hereby agrees to save, defend and hold Customer and its directors, officers, employees and agents (each, a **"Customer Indemnatee"**) harmless from and against any and all claims, suits, actions, demands, liabilities, expenses and/or loss, including reasonable legal expense and attorneys' fees (collectively, **"Losses"**) to which any Customer Indemnatee may become subject as a result of (a) any claim, demand, action or other proceeding by any entity other than New Dawn or Customer (**"Third Party"**) to the extent such Losses arise directly or indirectly out of the breach by New Dawn of any warranty, representation, covenant or agreement made by New Dawn in this Agreement; and/or (b) any claim alleging that any Product directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a Third Party; except to the extent such Losses result from the gross negligence or willful misconduct of any Customer Indemnatee or the material breach by Customer of any warranty, representation, covenant or agreement made by Customer in this Agreement.

5.2 Indemnification by Customer. Customer hereby agrees to save, defend and hold New Dawn and its respective directors, officers, employees and agents (each, a **"New Dawn Indemnatee"**) harmless from and against any and all Losses to which any New Dawn Indemnatee may become subject as a result of any claim, demand, action or other proceeding by any Third Party to the extent such Losses arise directly or indirectly out of: (a) the use, handling, storage, sale or other disposition of Product by Customer, including the combination of Product with any of Customer's products, hosting service, hardware, or business processes; (b) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a Third Party; or (c) the breach by Customer of any warranty, representation, covenant or agreement made by Customer in this Agreement; except, in each case, to the extent such Losses result from the gross negligence or willful misconduct of any New Dawn Indemnatee or the material breach by New Dawn of any warranty, representation, covenant or agreement made by New Dawn in this Agreement.

5.3 Control of Defense. Any entity entitled to indemnification under this Section 5 shall give written notice to the indemnifying party of any Losses that may be subject to indemnification promptly after learning of such Losses, tender control over the defense and settlement of such Losses to the indemnifying party (provided that indemnifying party may not enter into a settlement affecting indemnified party's interests without indemnified party's consent), and provide reasonable cooperation in

the defense of the Losses at indemnifying party's expense. Indemnified party may participate in the defense with counsel of its choice at its own expense.

6. Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR RELIANCE DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. In addition, New Dawn shall not be liable to Customer for any damages arising from or relating to this Agreement exceeding the total of payments made by Customer to New Dawn under this Agreement, up to five hundred thousand dollars (\$500,000), even if New Dawn knew or should have known of the possibility of such damages.

7. Confidentiality

7.1 Confidentiality. Customer acknowledges and agrees that the terms of this Agreement, including any and all pricing terms, are confidential in nature and shall not be disclosed to any Third Party, including by publication on any Customer website or social media profile. Both during and after the Term (as defined below), Customer shall maintain in confidence the terms of this Agreement. Customer shall promptly notify New Dawn upon discovery of any unauthorized disclosure of the terms of this Agreement.

7.2 Authorized Disclosure. Either party may disclose the terms of this Agreement to the extent such disclosure is reasonably necessary in complying with applicable court orders or governmental regulations, including responding to any public records request; provided that if Customer is required to make (or anticipates making) any such disclosure of the terms of this Agreement, it will to the extent practicable give reasonable advance notice to New Dawn of such disclosure requirement.

8. Term & Termination

8.1 Term. The term of this Agreement (the "**Term**") will commence as of the Effective Date and, unless sooner terminated as provided hereunder, will terminate upon the completion and delivery of the Products.

8.2 Termination. Either party shall have the right to terminate this Agreement for any reason or for no reason upon thirty (30) calendar days' written notice to the other party.

8.3 Effect of Termination. Expiration or termination of this Agreement shall not relieve either party of any obligation accruing prior to such expiration or termination, including Customer's obligation to make payment of all outstanding amounts due and payable within the prescribed period for making such payment pursuant to Section 2 of this Agreement. The obligations and the rights of the parties under Sections 2, 3, 4, 5, 6 and 7 shall survive expiration or termination of this Agreement.

9. Dispute Resolution

9.1 Initial Resolution by Meeting. PARTIES SHALL ATTEMPT TO RESOLVE AMICABLY ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY ALLEGED BREACH OR FRAUD IN THE INDUCEMENT HEREOF, BY MEETING WITH EACH OTHER WITHIN THIRTY (30) CALENDAR DAYS AFTER WRITTEN NOTICE OF A DISPUTE IS DELIVERED FROM ONE PARTY TO THE OTHER PARTY. SUBSEQUENT MEETINGS MAY BE HELD UPON MUTUAL AGREEMENT OF THE PARTIES.

9.2 Mediation of the Dispute. IF THE DISPUTE IS NOT RESOLVED WITHIN SIXTY (60) CALENDAR DAYS OF COMMENCEMENT OF SUCH MEETINGS, THE PARTIES SHALL SUBMIT THEIR DISPUTE, IN GOOD FAITH, TO MEDIATION BY AN ORGANIZATION OR COMPANY SPECIALIZING IN PROVIDING NEUTRAL, THIRD-PARTY MEDIATORS. THE MEDIATION SHALL BE CONDUCTED IN ENGLISH AND SHALL BE HELD IN LOGAN, UTAH, OR SUCH OTHER LOCATION AS MUTUALLY AGREED BY THE PARTIES WITHIN SIXTY (60) CALENDAR DAYS OF THE DATE THE DISPUTE IS SUBMITTED TO MEDIATION, UNLESS THE PARTIES MUTUALLY AGREE ON A LATER DATE.

9.3 Binding Arbitration. ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT THAT IS NOT OTHERWISE AMICABLY SETTLED BETWEEN THE PARTIES BY MEETING OR MEDIATION SHALL BE EXCLUSIVELY RESOLVED BY ARBITRATION BETWEEN THE PARTIES IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, WITH THE ARBITRATION TO BE CONDUCTED WITH ONE ARBITRATOR IN THE ENGLISH LANGUAGE TAKING PLACE IN LOGAN, UTAH, OR SUCH OTHER LOCATION AS MUTUALLY AGREED BY THE PARTIES. THE RESULTS OF SUCH ARBITRATION PROCEEDINGS SHALL BE BINDING UPON THE PARTIES HERETO, AND JUDGMENT MAY BE ENTERED UPON THE ARBITRATION AWARD IN ANY COURT HAVING JURISDICTION THEREOF. NOTWITHSTANDING THE FOREGOING, EITHER PARTY MAY SEEK INTERIM INJUNCTIVE RELIEF FROM ANY COURT OF COMPETENT JURISDICTION.

9.4 Jury Trial Waiver. CUSTOMER HEREBY WAIVES ITS RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER CUSTOMER AGAINST NEW DAWN OR NEW DAWN AGAINST CUSTOMER ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE LICENSE AGREEMENT, THE PRODUCTS, THIS AGREEMENT OR ANY

CLAIM OR THE ENFORCEMENT OF ANY CLAIM OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW NOW OR HEREAFTER IN EFFECT. THE PROVISIONS OF THIS SECTION 9 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

10. Miscellaneous

10.1 Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld); *provided, however*, that New Dawn may assign this Agreement and its rights and obligations hereunder without Customer's consent in connection with the transfer or sale of all or substantially all of New Dawn's business to which this Agreement relates to a Third Party, whether by merger, sale of stock, sale of assets or otherwise. The rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. Any assignment not in accordance with this Agreement shall be void.

10.2 Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement (other than with respect to the payment of money owed) when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, without limitation, fire, floods, earthquakes, natural disasters, embargoes, war, acts of war (whether war be declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

10.3 Injunctive Relief. The parties hereby acknowledge and agree that in the event of any breach of this Agreement by either party, the other party will suffer an irreparable injury, such that no remedy at law will afford it adequate protection against or appropriate compensation for, such injury. Accordingly, the parties hereby agree that the non-breaching party shall be entitled to specific performance of the other party's obligations under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

10.4 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to its choice of law provisions.

10.5 Waiver. Except as specifically provided for herein, the waiver from time to time by either party of any right or failure to exercise any remedy shall not operate or

be construed as a continuing waiver of the same right or remedy or of any other of such party's rights or remedies provided under this Agreement.

10.6 Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10.7 Independent Contractors. It is expressly agreed that Customer and New Dawn shall be independent contractors and that the relationship between the two parties shall not constitute a partnership, joint venture or agency of any kind. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior written consent of the other party.

10.8 Notices. Any consent, notice or report required or permitted to be given or made under this Agreement by one party to the other shall be in writing, addressed to such other party at its address indicated below, or to such other address as the addressee shall have last furnished in writing to the addressor, and shall be effective: (a) if sent by registered or certified mail return receipt requested, upon receipt; (b) if sent by internationally recognized express air courier (such as DHL or Federal Express), two (2) business days after mailing; (c) if sent by facsimile transmission, with a copy mailed on the same day in the manner provided in clauses (a) or (b) of this Section 7.7, when transmitted and receipt is confirmed by telephone; and (d) if otherwise actually personally delivered, when delivered:

If to New Dawn:

New Dawn Technologies, Inc.
843 South 100 West
Logan, Utah 84321
United States of America

Attention: Frank Felice
Facsimile: 801-760-3407

If to Customer:

10.9 Amendment. Except as expressly set forth in this Agreement, no subsequent amendment, modification or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by the respective authorized officers of the parties.

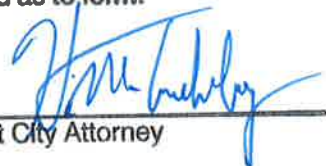
10.10 Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction hereof against the party causing this Agreement to be drafted.

10.11 No Third Party Beneficiaries. The representations, warranties, covenants, and undertakings contained in this Agreement are for the sole benefit of the parties and the parties' permitted successors and assigns and shall not be construed as creating any Third Party beneficiaries of this Agreement or as conferring any rights whatsoever on any Third Party.

Contract Signing

Spokane Municipal Prosecutors, Probation and Public Defender Authorized Signature, Title and Date

Approved as to form:


Assistant City Attorney

New Dawn Authorized Signature, Title and Date

Exhibit A: Pricing Proposal

Spokane Municipal Prosecutors, Probation and Public Defender 1100 W. Mallon Spokane WA, 99260	Invoice Number: INV1 Proposal Creation Date: March 07, 2014 Proposal Expiration Date: 6/30/2014
--	--

Support & Subscription Fees		Price	Total
33 named user license	JustWare Support and Upgrades Muni Court	\$738.12	\$24,357.96
68 named user license	JustWare Support and Upgrades Pros/Def	\$476.53	\$32,404.04
1 annual fee	Taxes and Other Fees Pros/Def	\$3,902.36	\$3,902.36
1 annual fee	Taxes and Other Fees Muni Court	\$3,324.33	\$3,324.33
25 hours	Business Intelligence Annual Subscription Pros/Def	\$2,859.00	\$2859.00
1 named user license	JusticeWebView support and upgrades Muni Court	\$6,959.53	\$6,959.53
1 named user license	JustWare API annual support & upgrades Muni Court	\$5,567.62	\$5,567.62
2 named user license	JustWare API annual support & upgrades Pros/Def	\$4,795.87	\$9,591.74
2 named user license	Annual JustWare Training Conference Registration Muni Court	\$662.815	\$1,325.63

Total Support & Subscription Fees: \$90,292.21

Total Proposal Cost: \$90,292.21

Exhibit B: Contract Signing Invoice**Remit Payment To:**

New Dawn Technologies
 843 South 100 West
 Logan, Utah 84321
 1.877.587.8927



Bill To: Spokane Municipal Prosecutors, Probation and Public Defender 1100 W. Mallon Public Safety Building, 2nd Floor Spokane, WA 99260	Invoice Number: INV1 Invoice Date: March 7, 2014 Terms: Due on Receipt Account Executive: Ben Stocks
--	---

Municipal Court Item	Total
Municipal Court JustWare Support 04/01/2014-03/31/2015	\$24,357.96
Municipal Court JusticeWebView Support 04/01/2014-03/31/2015	\$6,959.53
Municipal Court API Support 04/01/2014-03/31/2015	\$5,567.62
Municipal Court Annual User Conference 04/01/2014-03/31/2015	\$1,325.63
Municipal Court Tax 8.70 04/01/2014-03/31/2015%	\$3,324.33
Municipal Court Amount	\$41,535.07
Prosecutor/Defender/Probation Item	Total
Prosecutor/Defender/Probation JustWare Support 04/01/2014-03/31/2015	\$32,404.04
Prosecutor/Defender/Probation API Support 04/01/2014-03/31/2015	\$9,591.74
Prosecutor/Defender/Probation BI Hours 04/01/2014-03/31/2015	\$2,859.00
Prosecutor/Defender/Probation Tax 8.70 04/01/2014-03/31/2015%	\$3,902.36
Municipal Prosecutor, Defender, Probation Amount	\$48,757.14
Total Amount	\$90,292.21

**Agenda Sheet for City Council Meeting of:**

04/21/2014

Date Rec'd

4/9/2014

Clerk's File #

PRO 2012-0015

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

GARY NELSON 625-6678

Project #

2012041

Contact E-Mail

GNELSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0370- SET HEARING-FINAL ASSESSMENT ROLL-SYCAMORE STREET

Agenda Wording

Setting Hearing before the Hearing Examiner on Final Assessment Roll for May 20, 2014 at 1:30 p.m. for Sycamore St. from Everett Ave. to Nebraska Ave.; Rowan Ave. from Freya St. to Sycamore St.; Sanson Ave. from Freya S. to Sycamore St.

Summary (Background)

See Attached

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

TWOHIG, KYLE

Study Session**Division Director**

QUINTRALL, JAN

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

DALTON, PAT

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

mhughes@spokanecity.org

Additional Approvals

rriedinger@spokanecity.org

Purchasing

areid@spokanecity.org

kmoat@spokanecity.org

htrautman@spokanecity.org

BACKGROUND, continued:

Estimated Cost of Improvement	\$ 752,817.27
Sales Tax	3,514.97
Engineering Fee	301,126.91
City Clerk	256.59
City Treasurer	2,560.00
Accounting	7,197.91
Interest	49,161.60
Bonds	600.00
Attorney's Fee	5,962.54
Monument Locates	3,000.00
Reestablish Survey Monuments	6,000.00
Relocate Light Pole	2,500.00
New Fire Hydrant	12,000.00
Geosite Characteristics	12,000.00
Relocate Fire Hydrant	<u>2,500.00</u>
	\$1,161,197.79
10-Year Street Bond	366,136.60
Community Development Funds	397,558.09
Net Assessment to Property Owners	\$ 397,503.10

There is \$4,487.55 in outstanding L.I.D. assessments.

CITY OF SPOKANE
ENGINEERING SERVICES
**** FINAL ASSESSMENT ROLL ****

FILE PROJECT DESCRIPTION

2012041 STREET IMPROVEMENTS IN SYCAMORE STREET FROM EVERETT AVENUE TO
NEBRASKA AVENUE; ROWAN AVENUE FROM FREYA STREET TO SYCAMORE STREET;
SANSON AVENUE FROM FREYA STREET TO SYCAMORE STREET

FILE	PROJECT DESCRIPTION	IMPROVEMENT TYPE
2011163 LID	STREET IMPROVEMENTS OF SYCAMORE STREET FROM EVERETT AVENUE TO NEBRASKA AVENUE ROWAN AVENUE FROM FREYA STREET TO SYCAMORE STREET; SANSON AVENUE FROM FREYA STREET TO SYCAMORE STREET	PAVING, WATER, STORM
	COMPLETED COST OF IMPROVEMENT	\$ 472,835.94
	PROJECT SALES TAX	7,375.00
	ENGINEERING FEE	97,916.26
	CITY CLERK	256.59
	CITY TREASURER	2,450.00
	ACCOUNTING	4,556.18
	INTEREST	14,289.08
	BONDS	337.50
	ATTORNEY'S FEE	3,310.32
	SOILS ANALYSIS	11,651.30
	POSTAL COMMUNITY BOX UNIT	2,997.95
	WATER DEPARTMENT WORK	11,625.59
	TOTAL PROJECT COST	\$ 629,601.71
	STREET BOND BLOCK GRANT	7,681.12
	COMMUNITY DEVELOPMENT FUNDS	121,682.19
	10-YEAR STREET BOND	279,550.49
	TOTAL NET PROJECT ASSESSMENT	\$ 220,687.91

PBWK FILE		PROJECT DESCRIPTION		
2012041 LID		STREET IMPROVEMENTS IN SYCAMORE STREET FROM EVERETT AVENUE TO NEBRASKA AVENUE; ROWAN AVENUE FROM FREYA STREET TO SYCAMORE STREET; SANSON AVENUE FROM F		
REYA STREET TO SYCAMORE STREET				
1	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-2203 / 36341.2203	COLUMBIA ADD L12 B22	E 3623 ROWAN AV	
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
BOIES, JEFF & STACEY M		BOIES, JEFF & STACEY M	3,496.40	4,077.92
PO BOX 28		PO BOX 28		
COLBERT WA 99005-0028		COLBERT WA 99005-0028		
			WATER MAIN	581.52
2	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-2204 / 36341.2204	COLUMBIA ADD L13-14 B22	E 3633 ROWAN AV	
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
3633 EAST ROWAN LLC		3633 EAST ROWAN LLC	9,664.09	12,453.89
PO BOX 6249		PO BOX 6249		
SPOKANE WA 99217		SPOKANE WA 99217		
			CONCRETE DRIVEWAY	1,182.48
			WATER MAIN	1,607.32
3	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-2205 / 36341.2205	COLUMBIA ADD LTS 1 & 2 BLK 22	E 3630 NEBRASKA AV	
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
RANDOLPH, J K		RANDOLPH, J K	8,256.55	10,227.51
PO BOX 1168		PO BOX 1168		
DEER PARK WA 99006		DEER PARK WA 99006		
			CONCRETE DRIVEWAY	545.54
			CSBC TRANSITION	52.20
			WATER MAIN	1,373.22
4	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-2206 / 36341.2206	COLUMBIA ADD LTS 3 THRU 7 EXC PRT OF LT 7 FOR ST BLK 22	E 3616 NEBRASKA AV	
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
BOIES, JEFFERY B & STACEY M		BOIES, JEFFERY B & STACEY M	1,282.72	1,496.06
PO BOX 28		PO BOX 28		
COLBERT WA 99005-0028		COLBERT WA 99005-0028		
			WATER MAIN	213.34
5	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-2215 / 36341.2215	34-26-43: COLUMBIA ADD LTS8 -11 BLK22; EXC PTN LT8 FOR STREE	E 3605 ROWAN AV	

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2012041 LID		STREET IMPROVEMENTS IN SYCAMORE STREET FROM EVERETT AVENUE TO NEBRASKA AVENUE; ROWAN AVENUE FROM FREYA STREET TO SYCAMORE STREET; SANSON AVENUE FROM FREYA STREET TO SYCAMORE STREET		
T.				
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
BOIES, JEFFERY B & STACEY M PO BOX 28 COLBERT WA 99205-	BOIES, JEFFERY B & STACEY M PO BOX 28 COLBERT WA 99205-	12,972.17	CONCRETE DRIVEWAY 575.82 WATER MAIN 2,157.52	15,705.51
6	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-2302 / 36341.2302	COLUMBIA ADD L4-5 B23	E 3714 NEBRASKA AV	
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
FAULKES, JAMES F & ALICE J E 12912 VALLEYWAY AVE SPOKANE WA 99216-0933USA	FAULKES, JAMES F & ALICE J E 12912 VALLEYWAY AVE SPOKANE WA 99216-0933USA	1,477.52	WATER MAIN 245.74	1,723.26
7	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-2303 / 36341.2303	COLUMBIA ADD L6-7 B23	E 3704 NEBRASKA AV	
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
FAULKES, JAMES F & ALICE J E 12912 VALLEYWAY AVE SPOKANE WA 99216-0933USA	FAULKES, JAMES F & ALICE J E 12912 VALLEYWAY AVE SPOKANE WA 99216-0933USA	8,769.11	CONCRETE DRIVEWAY 281.92 CSBC TRANSITION 68.05 WATER MAIN 1,458.47	10,577.55
8	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-2306 / 36341.2306	COLUMBIA ADDITION LTS 8 THRU 11 BLK 23	E 3711 ROWAN AV	
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
WOOD, SCOTT A N 5515 JULIA ST SPOKANE WA 99217-6629USA	WOOD, SCOTT A N 5515 JULIA ST SPOKANE WA 99217-6629USA	10,246.98	CONCRETE DRIVEWAY 1,283.89 CSBC TRANSITION 64.65 WATER MAIN 1,704.27	13,299.79
9	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34634-0404 / 36344.0404	HILLYARD 1 L8TO10 B34	E 3707 SANSON AV	

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2012041 LID		STREET IMPROVEMENTS IN SYCAMORE STREET FROM EVERETT AVENUE TO NEBRASKA AVENUE; ROWAN AVENUE FROM FREYA STREET TO SYCAMORE STREET; SANSON AVENUE FROM F		
REYA STREET TO SYCAMORE STREET				
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
MILHOLLAND, L L E 2808 38TH AVE SPOKANE WA	MILHOLLAND, L L E 2808 38TH AVE SPOKANE WA 99223-4531USA	7,170.36	CONCRETE DRIVEWAY 716.03 CSBC TRANSITION 23.48 WATER MAIN 1,192.57 WATER SERVICE 888.36	9,990.80
10	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34634-0408 / 36344.0408	HILLYARD 1ST ADD LTS 11&12 BLK 34	E 3723 SANSON AV	
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HENSHAW, WILLIAM F 115 BREEZEE ACRES RD BONNERS FERRY ID 83805	HENSHAW, WILLIAM F 115 BREEZEE ACRES RD BONNERS FERRY ID 83805	282.36	WATER MAIN 46.96	329.32
11	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34634-0411 / 36344.0411	FIRST ADD TO HILLYARD LTS 6-7 BLK 34	E 3704 ROWAN AV	
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
SPEARSON SR, FRANK W & JOANNE PO BOX 86 HEART BUTTE MT 59448-0086	SPEARSON SR, FRANK W & JOANNE PO BOX 86 HEART BUTTE MT 59448-0086	6,375.21	CONCRETE DRIVEWAY 1,074.04 CSBC TRANSITION 38.52 WATER MAIN 1,060.32	8,548.09
12	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34634-0412 / 36344.0412	FIRST ADD TO HILLYARD LTS 3-5 BLK 34	E 3714 ROWAN AV	
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
SIMONSON, ERIC & JODI & JEAN & PO BOX 6082 SPOKANE WA 99217	SIMONSON, ERIC & JODI & JEAN & PO BOX 6082 SPOKANE WA 99217	1,077.52	WATER MAIN 179.21	1,256.73
13	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34634-0505 / 36344.0505	HILLYARD 1ST ADD LTS 5 THRU 7 BLK 37 INC N1/2 OF VAC ALLEYLY	N 5328 SYCAMORE ST	

PBWK FILE		PROJECT DESCRIPTION		
2012041 LID		STREET IMPROVEMENTS IN SYCAMORE STREET FROM EVERETT AVENUE TO NEBRASKA AVENUE; ROWAN AVENUE FROM FREYA STREET TO SYCAMORE STREET; SANSON AVENUE FROM FREYA STREET TO SYCAMORE STREET		
=====				
G S OF & ADJ				
=====				
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
RICE, PATRICK & PATRICIA LLC PO BOX 48508 Spokane WA	RICE, PATRICK & PATRICIA LLC PO BOX 48508 Spokane WA	9,834.60	CONCRETE DRIVEWAY 438.85 CSBC TRANSITION 85.07 WATER MAIN 1,635.68 WATER SERVICE 878.27	12,872.47
=====				
14	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
34634-0506 / 36344.0506		HILLYARD 1ST ADD LTS 8 THRU 11 BLK 37 INC S1/2 OF VAC ALLEY LYG N OF & ADJ	E 3717 EVERETT AV	
=====				
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
WYMAN / THOMPSON PO BOX 6262 SPOKANE WA	WYMAN, WILLIAM/THOMPSON, DENIS PO BOX 6262 SPOKANE WA	10,224.65	CONCRETE DRIVEWAY 1,053.59 CSBC TRANSITION 623.82 WATER MAIN 1,700.56 WATER SERVICE 888.36	14,490.98
=====				
15	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
34634-0509 / 36344.0509		1ST ADDITION TO HILLYARD W42FT LT 3 & ALL LT 4 BLK 37 INC N1/2 VAC ALLEY S OF & ADJ TO	E 3720 SANSON AV	
=====				
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
WENZL, JOHN J & BARBARA A E 7309 BIGELOW GULCH RD SPOKANE WA	WENZL, JOHN J & BARBARA A E 7309 BIGELOW GULCH RD SPOKANE WA	389.83	WATER MAIN 64.84	454.67
=====				
16	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
34634-0605 / 36344.0605		HILLYARD 1 L11T014 B33	E 3633 SANSON AV	
=====				
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
IDEAL LEASING SOLUTIONS LLC N 20310 PERRY RD COLBERT WA	IDEAL LEASING SOLUTIONS LLC N 20310 PERRY RD COLBERT WA	14,334.71	CONCRETE DRIVEWAY 1,695.84 WATER MAIN 2,384.14 WATER SERVICE 1,100.35	19,515.04
=====				

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2012041 LID		STREET IMPROVEMENTS IN SYCAMORE STREET FROM EVERETT AVENUE TO NEBRASKA AVENUE; ROWAN AVENUE FROM FREYA STREET TO SYCAMORE STREET; SANSON AVENUE FROM FREYA STREET TO SYCAMORE STREET		
17	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34634-0606 / 36344.0606	HILLYARD 1ST ADD LTS 1 THRU 4 BLK 33	E 3620 ROWAN AV	
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
IDEAL LEASING SOLUTIONS LLC		IDEAL LEASING SOLUTIONS LLC	14,334.48	18,166.28
N 20310 PERRY RD		N 20310 PERRY RD	CONCRETE DRIVEWAY	1,447.70
COLBERT WA 99005		COLBERT WA 99005	WATER MAIN	2,384.10
18	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34634-0607 / 36344.0607	HILLYARD 1ST ADD LTS 5-10 BLK 33	N 5408 FREYA ST	
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
IDEAL LEASING SOLUTIONS, LLC		IDEAL LEASING SOLUTIONS, LLC	19,428.59	23,717.76
N 20310 PERRY RD		N 20310 PERRY RD	CONCRETE DRIVEWAY	850.36
COLBERT WA 99005		COLBERT WA 99005	HMA TRANSITION	207.47
			WATER MAIN	3,231.34
19	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34634-0704 / 36344.0704	HILLYARD 1 N87FT L6-7 B38	E 3602 SANSON AV	
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
DAVIS, LORRAINE R		DAVIS, LORRAINE R	.00	.00
E 3602 SANSON AVE		E 3602 SANSON AVE	CONCRETE DRIVEWAY	
SPOKANE WA 99217		SPOKANE WA 99217	CONCRETE TRANSITION	
			CSBC TRANSITION	
			WATER MAIN	
20	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34634-0707 / 36344.0707	HILLYARD 1 L11TO14 B38	E 3621 EVERETT AV	
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
BOIES, JEFFREY B & STACEY M		BOIES, JEFFREY B & STACEY M	9,616.66	13,032.48
PO BOX 28		PO BOX 28	CONCRETE DRIVEWAY	716.03
COLBERT WA 99005-0028USA		COLBERT WA 99005-0028USA	WATER MAIN	1,599.44
			WATER SERVICE	1,100.35

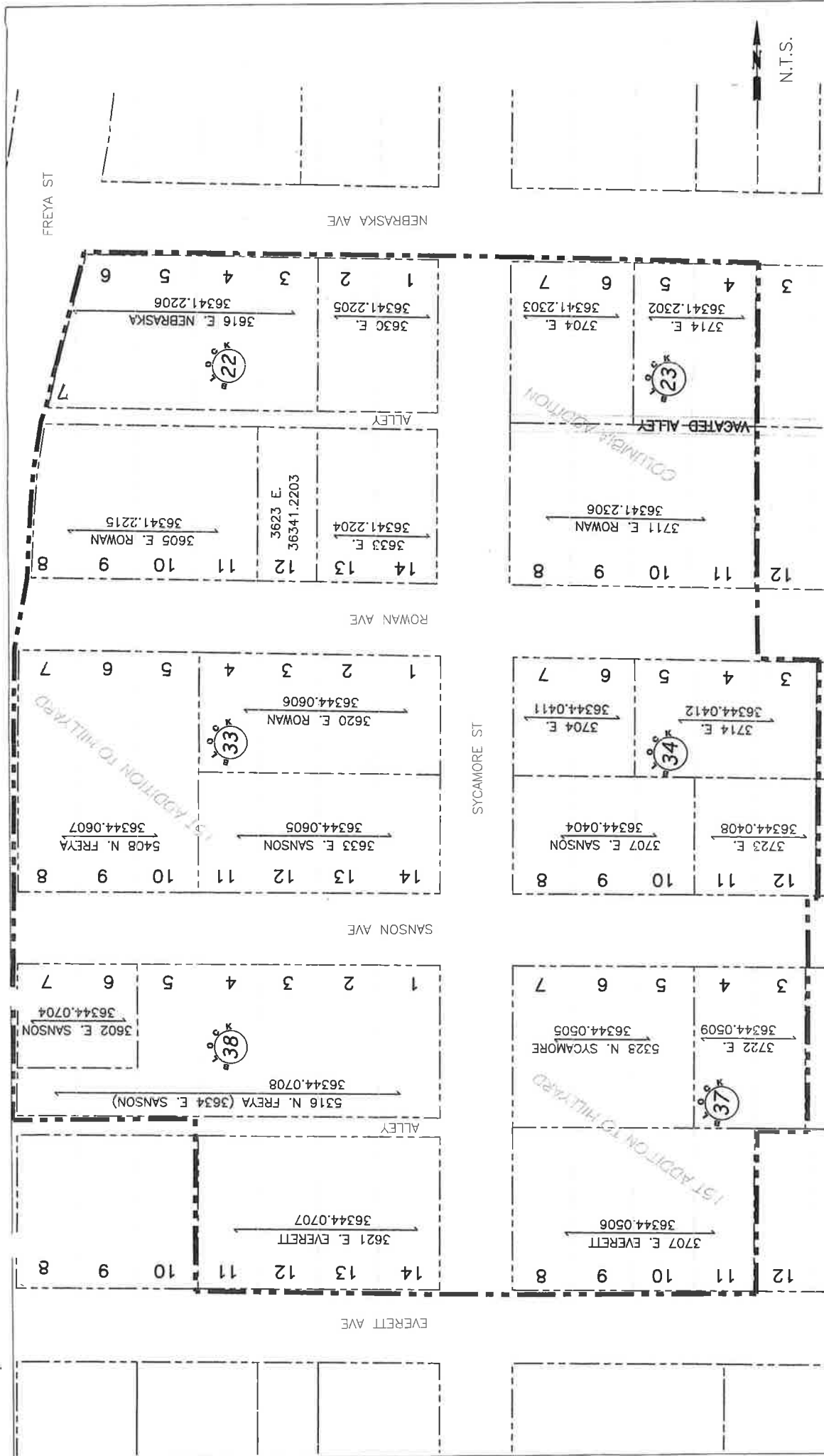
CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2012041 LID		STREET IMPROVEMENTS IN SYCAMORE STREET FROM EVERETT AVENUE TO NEBRASKA AVENUE; ROWAN AVENUE FROM FREYA STREET TO SYCAMORE STREET; SANSON AVENUE FROM FREYA STREET TO SYCAMORE STREET		
21	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34634-0708 / 36344.0708	HILLYARD 1ST ADD LTS 1 THRU 5 AND S40FT OF LTS 6 AND 7 BLK38	N 5316 FREYA ST	
	34634-0708 / 36344.0708	No legal description available	N 5316 FREYA ST	
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
BOIES, JEFFREY B & STACEY M PO BOX 28 COLBERT WA	BOIES, JEFFREY B & STACEY M PO BOX 28 99005-0028USACOLBERT WA 99005-0028USA	21,121.39	CONCRETE DRIVEWAY HMA TRANSITION WATER MAIN WATER SERVICE	28,751.80 2,618.61 398.56 3,512.88 1,100.36

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE	PROJECT DESCRIPTION
2012041 LID	STREET IMPROVEMENTS IN SYCAMORE STREET FROM EVERETT AVENUE TO NEBRASKA AVENUE; ROWAN AVENUE FROM FREYA STREET TO SYCAMORE STREET; SANSON AVENUE FROM FREYA STREET TO SYCAMORE STREET

SPECIAL-DESCRIPTION	ASSESSMENT-METHOD-DESCRIPTION	METHOD-CODE
DISTRICT	ZONE TERMINI	ZT
CONCRETE DRIVEWAY	RELATIVE COST	RC
CONCRETE TRANSITION	RELATIVE COST	RC
CSBC TRANSITION	RELATIVE COST	RC
HMA TRANSITION	RELATIVE COST	RC
WATER MAIN	RELATIVE COST	RC
WATER SERVICE	RELATIVE COST	RC



DISTRICT MAP

(SHOWS ENTIRE PARCEL BOUNDARY FOR ALL PARCELS INCLUDED IN DISTRICT)

PROJECT # 2012-041, Rowan Ave from Freya St to Sycamore St, Sanson Ave from Freya St to Sycamore St, & Sycamore St from Everett Ave to Nebraska Ave

**Agenda Sheet for City Council Meeting of:**

04/21/2014

Date Rec'd

4/9/2014

Clerk's File #

OPR 2014-0294

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

GARY NELSON 625-6678

Project #

2013129

Contact E-Mail

GNELSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

BT

Agenda Item Name

0370-LOW BID AWARD - HCI - 9TH/PINE RESERVOIR REPAINTING

Agenda Wording

Low Bid of HCI Industrial & Marine Coatings, Inc. (Vancouver, WA) for 9th Avenue and Pine Street Reservoir Repainting - \$1,885,180.00 plus tax. An admin reserve of \$188,518.00 plus tax, which is 10% of the contract price plus tax, will be set aside.

Summary (Background)

On March 31, 2014 bids were opened for the above project. The low bid was from HCI Industrial & Marine Coatings, Inc. in the amount of \$1,885,180.00, which is \$159,021.00 or 7.78% under the Engineer's Estimate; four other bids were received as follows: Coatings Unlimited, Inc. - \$1,930,001.00, Extreme Coatings, Inc. - \$2,157,639.00, S & S Coatings, Inc. - \$2,279,131.00, S & K Painting, Inc. - \$2,372,501.00.

Fiscal Impact**Budget Account**

Expense \$ 2,254,109.73

4100 42490 34145 54801

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

TWOHIG, KYLE

Study Session**Division Director**

QUINTRALL, JAN

Other

PCED 3/17/14

Finance

LESESNE, MICHELE

Distribution List**Legal**

DALTON, PAT

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

rdykes@spokanecity.org

Additional Approvals

mhughes@spokanecity.org

Purchasing

pdolan@spokanecity.org

mlesesne@spokanecity.org

acline@spokanecity.org

htrautman@spokanecity.org

City Of Spokane
Engineering Services Department
***** Bid Tabulation *****

Project Number: 2013129

Project Description 9th & Pine Reservoir Repainting

Original Date 7/22/2013 2:52:25 PM

Funding Source Local

Update Date 3/31/2014 2:21:38 PM

Preparer Dan Buller

Addendum

Project Number: 2013129			Engineer's Estimate		HCI Industrial & Marine Coatings Inc		Coatings Unlimited Inc		Extreme Coatings Inc dba ECI Services	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Not Public Street Improvement

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	700.00	*****	2,500.00	*****	5,000.00	*****	10,000.00
103	MOBILIZATION	1 LS	*****	50,000.00	*****	186,743.00	*****	25,000.00	*****	150,000.00
104	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	1,000.00	*****	6,000.00	*****	5,000.00	*****	15,000.00
105	RESERVOIR ROOF MODIFICATIONS	1 LS	*****	350,000.00	*****	290,000.00	*****	423,500.00	*****	304,595.00
106	WELDED RESERVOIR COATING	1 LS	*****	1,600,000.00	*****	1,319,686.00	*****	1,421,000.00	*****	1,611,543.00
107	DEHUMIDIFICATION & HEATING	1 LS	*****	30,000.00	*****	65,000.00	*****	35,000.00	*****	60,000.00
108	CORROSION REPAIR	100 HR	125.00	12,500.00	152.50	15,250.00	155.00	15,500.00	65.00	6,500.00
Schedule Totals				2,044,201.00		1,885,180.00		1,930,001.00		2,157,639.00

<i>Project Number:</i> 2013129			<i>Engineer's Estimate</i>		S & S Coatings Inc		S & K Painting Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Not Public Street Improvement					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	700.00	*****	750.00	*****	1,000.00	*****	0.00
103	MOBILIZATION	1 LS	*****	50,000.00	*****	75,000.00	*****	35,000.00	*****	0.00
104	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	1,000.00	*****	2,500.00	*****	2,000.00	*****	0.00
105	RESERVOIR ROOF MODIFICATIONS	1 LS	*****	350,000.00	*****	265,000.00	*****	390,000.00	*****	0.00
106	WELDED RESERVOIR COATING	1 LS	*****	1,600,000.00	*****	1,832,380.00	*****	1,882,000.00	*****	0.00
107	DEHUMIDIFICATION & HEATING	1 LS	*****	30,000.00	*****	90,000.00	*****	50,000.00	*****	0.00
108	CORROSION REPAIR	100 HR	125.00	12,500.00	135.00	13,500.00	125.00	12,500.00	0.00	0.00
<i>Schedule Totals</i>				2,044,201.00		2,279,131.00		2,372,501.00		0.00

Project Number 2013129 9th & Pine Reservoir Repainting

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	2,044,201.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,044,201.00
HCI Industrial & Marine	1,885,180.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,885,180.00
Coatings Unlimited Inc	1,930,001.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,930,001.00
Extreme Coatings Inc d	2,157,639.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,157,639.00
S & S Coatings Inc	2,279,131.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,279,131.00
S & K Painting Inc	2,372,501.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,372,501.00

Low Bid Contractor: HCI Industrial & Marine Coatings Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$2,049,190.66	\$2,222,046.48	7.78	% Under Estimate
Bid Totals	\$2,049,190.66	\$2,222,046.48	7.78	% Under Estimate

**Agenda Sheet for City Council Meeting of:**

04/21/2014

Date Rec'd	4/9/2014
Clerk's File #	PRO 2011-0030
Renews #	
Cross Ref #	
Project #	2011162
Bid #	
Requisition #	CR 14396

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	KEN BROWN 627727
Contact E-Mail	KBROWN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370-ADMIN RESERVE INCREASE-11TH/12TH/SPRUCE-RED DIAMOND

Agenda Wording

Authorization to increase the administrative reserve on the contract with Red Diamond Construction, Inc., for 11th Avenue from Latah Bridge to Coeur d'Alene Street; 12th Avenue from Spruce Street to Inland Empire Way and

Summary (Background)

This project required excavation in an area of cultural interest to the Spokane Tribe of Indians; near Latah Creek. A retaining wall was required to limit excavation in sensitive areas. During construction property owners requested additional concrete driveway construction above what was requested during design. Therefore, it will be necessary to increase the administrative reserve an additional \$21,167.33 or 6.25%.

Fiscal Impact		Budget Account	
Expense	\$ 21,167.33	#	5901 99999 99999 18901
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	QUINTRALL, JAN	Other	PCED 4/21/14
Finance	LESESNE, MICHELE	Distribution List	
Legal	DALTON, PAT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	rdykes@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		pdolan@spokanecity.org	
		mlesesne@spokanecity.org	
		htrautman@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Spruce Street from 12th Avenue to 11th Avenue - for an increase of \$21,167.33 for a total administrative reserve of \$55,051.53 or 16.25% of the contract price.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

PCED Agenda Item

Consent/Informational Item

Bid

Contract

Project Update

Title: 11th Avenue from Latah Bridge to Coeur d'Alene Street; 12th Avenue from Spruce Street to Inland Empire Way and Spruce Street from 12th Avenue to 11th Avenue, Project Number 2011162

Date: April 21, 2014

Prepared By: Ken Brown

Narrative: This project required excavation in an area of cultural interest to the Spokane Tribe of Indians; near Latah Creek. During excavation potentially significant historic and culturally interesting items were uncovered which required further investigation. The Contractor was ordered to stop work until the resource survey was complete. The City contracted with the Spokane Tribe to perform a cultural resource dig and documentation of the area. The project was then redesigned to avoid any further excavation to the sensitive area.

A retaining wall was required to limit excavation in sensitive areas.

During construction property owners requested additional concrete driveway construction above what was requested during design.

Items of exceptional cost for this project were:

\$18,400 – Added cost due to delay and redesign of the project.

\$8,200 – Added cost due to additional driveways.

Original Contract Amount:	\$ 338,842.00
Original Administrative Reserve:	\$ 33,884.20 (10%)
Legislative Change Orders:	\$ 25,662.00
Total Amount Authorized:	\$ 398,388.20

This Request:	\$ 21,167.33 (6.25%)
---------------	----------------------

Cost to Complete:	\$ 419,555.53
-------------------	---------------

Remaining cost increases were covered by the original administrative reserve.

Costs for this increase will be paid in part by the street bond fund with the remainder to be assessed to the property owners. The total final cost is \$80,388.22 less than the original engineers estimate. District assessments will be lower than those presented during formation hearing.

Further Updates/Information:

Authorize additional administrative reserve to allow final payment for this project. Increase the administrative reserve from \$33,884.20 to \$55,051.53 to complete the project.

**Agenda Sheet for City Council Meeting of:**

04/21/2014

Date Rec'd

4/9/2014

Clerk's File #

OPR 2014-0295

Renews #**Submitting Dept**

BUSINESS & DEVELOPER SERVICES

Cross Ref #**Contact Name/Phone**

JAN QUINTRALL 625-6187

Project #**Contact E-Mail**

JQUINTRALL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 14382

Agenda Item Name

0780 - GSI CONTRACT

Agenda Wording

Contract between the City of Spokane and Spokane Regional Chamber of Commerce, dba Greater Spokane Incorporated for an amount not to exceed \$117,440.00.

Summary (Background)

Greater Spokane Incorporated will provide Federal Lobbying Services; Business Recruitment Assistance and International Trade Alliance.

Fiscal Impact**Budget Account**

Expense \$ 36,000.00

0520-36200-11600-54101-99999

Expense \$ 56,440.00

0750-30210-58100-54201-99999

Expense \$ 25,000.00

0750-30210-58100-54201-99999

Select \$

#

Approvals**Council Notifications****Dept Head**

CHESNEY, SCOTT

Study Session**Division Director**

QUINTRALL, JAN

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

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jquintrall@spokanecity.org

For the Mayor

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Additional Approvals

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Purchasing

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mlesesne@spokanecity.org

htrautman@spokanecity.org

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE REGIONAL CHAMBER OF COMMERCE, dba GREATER SPOKANE INCORPORATED, whose address is 801 West Riverside Avenue, Suite 100, Spokane, Washington 99201-2147, as "GSI".

The parties agree as follows:

1. PERFORMANCE. GSI shall provide (A) FEDERAL LOBBYING SERVICES, (B) BUSINESS RECRUITMENT ASSISTANCE, AND (C) INTERNATIONAL TRADE ALLIANCE, in accordance with the following scope of work, which shall include, but not be limited to, the following:

(A) FEDERAL LOBBYING SERVICES for the City through GSI's Contract with Kirkpatrick & Lockhart, Preston, Gates, Ellis LLP (K&L Gates), Washington D.C.

- 1) City priorities will be included in the GSI agenda each year and focused on by the lobbyist.
- 2) Advise and assist the City in Washington, D.C. with regard to federal funding for programs addressing economic development, transportation, and public safety.
- 3) Advise and assist the City in Washington, D.C. on federal legislation or regulation that does now or may in the future impact the city, subject to prior mutual agreement between the City and GSI as to issues.
- 4) Work with the Washington Congressional delegation, and other state delegations, as the issues require on behalf of the City and its leadership.
- 5) Initiate regular contact with the Mayor, City Administrator and City Council to ascertain direction and report on status.
- 6) Provide the Mayor, City Administrator and City Council with a regular report of activities and developments including, but not limited to, quarterly conference calls and/or periodic reports regarding legislative developments.
- 7) Position the City to benefit from federal initiatives resulting from revisions to federal legislation, such as reauthorization of transportation bills.
- 8) Monitor and advise the City on emerging legislation related to the upcoming Congressional session that could affect the City and the region, in either a positive or negative

manner, and provide recommendations for a course of action as may be needed.

- 9) Assist the City in identifying grants and other programs that may assist the City and the region in achieving its goals and priorities.
- 10) Assist the City in developing and sustaining long-term, substantive relationships with federal elected officials, members of the Washington State Congressional delegation, their staffs, and appointed officials, both in Washington DC and in Federal Region 10. This may also include developing relationships with other western state delegations.
- 11) Advise and assist the City in identifying and developing working relationships with associations, stakeholder groups, organized coalitions and interest groups that interact in legislative and policy areas that affect issues important to the City and the region.
- 12) Monitor and report on the current federal legislative and budget process and report to the City both orally and in writing any proceedings or actions that may directly or indirectly impact the City.

(B) BUSINESS RECRUITMENT ASSISTANCE:

- 1) All site selector visits will include options in the City of Spokane.
- 2) Business recruitment, retention, expansion and assistance activities in addition to community capacity and regional planning.

(C) INTERNATIONAL TRADE ALLIANCE:

- 1) Develop a business plan to promote sustainability and growth of international trade in the City of Spokane and surrounding areas.

2. CONTRACT TERM. The Contract shall begin January 1, 2014 and shall run through December 31, 2014, unless terminated sooner.

3. COMPENSATION.

- 1) The City shall pay GSI THIRTY SIX THOUSAND AND NO/100 DOLLARS (\$36,000.00) per year as full compensation for FEDERAL LOBBYING SERVICES provided under this Contract.
- 2) The City shall pay GSI FIFTY SIX THOUSAND FOUR HUNDRED FORTY AND NO/100 DOLLARS (\$56,440.00) per year for BUSINESS RECRUITMENT ASSISTANCE provided under this Contract.
- 3) The City shall pay GSI TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) for one (1) year, which represents a onetime "kick start" of the pro-

gram for INTERNATIONAL TRADE ALLIANCE provided under this Contract. The City has no further obligation nor agrees to provide further financial commitment beyond this initial first (1st) year funding of this program.

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. GSI shall send quarterly applications for payment (along with is performance report) to the Office of the Mayor, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of GSI's application. If the City objects to all or any portion of the invoice, it shall notify GSI 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.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. 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.

7. TERMINATION. Either party may terminate this Contract, 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 Spokane Chamber for all work previously authorized and performed prior to the termination date.

8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor – employer relationship will be created by this agreement.

9. INDEMNIFICATION. GSI shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of GSI, its officers, employees and subcontractors in connection with the performance of the Contract, except to the extent of those claims arising from the negligence of the City, its officers and employees.

10. STANDARD OF PERFORMANCE. The standard of performance applicable to GSI's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under this Contract are performed.

11. 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, 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.

12. 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. GSI shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If GSI 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.

13. INSURANCE. During the term of the Contract, GSI shall maintain in force at its own expense, the following insurance coverages:

- 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
- 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 Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to GSI's services to be provided under this Contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$500,000 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 sixty (60) days written notice from GSI or its insurer(s) to the City. As evidence of the insurance coverages required by this Contract, GSI shall furnish acceptable insurance certificates to the City at the time it returns the signed Contract. The certificate shall specify all of the parties who are additional insured, include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. GSI shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. MISCELLANEOUS PROVISIONS.

- A. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this agreement shall continue to be in full force

and effect.

- B. DISPUTES. This agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this agreement or any of its provisions shall be brought in Spokane County, Washington.
- C. SEVERABILITY. In the event any provision of this agreement should become invalid, the rest of the agreement shall remain in full force and effect.
- D. AMENDMENTS. This agreement may be amended at any time by mutual written agreement.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

[Signature]
Director, Business &
Developer Services

Attest: _____
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

Dated: _____

SPOKANE REGIONAL CHAMBER OF
COMMERCE dba GREATER SPOKANE
INCORPORATED

E-Mail address, if available: _____

By: _____
Title: _____

**Agenda Sheet for City Council Meeting of:**

04/21/2014

<u>Date Rec'd</u>	4/9/2014
<u>Clerk's File #</u>	OPR 2013-0295
<u>Renews #</u>	OPR 2009-0428
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 3912-13
<u>Requisition #</u>	MASTER

<u>Submitting Dept</u>	HUMAN RESOURCES
<u>Contact Name/Phone</u>	HEATHER LOWE X6233
<u>Contact E-Mail</u>	HLOWE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0620 MASTER CONTRACT WITH OCCUPATIONAL MEDICINE ASSOCIATES EXTENSION #1

Agenda Wording

Approve a 1 year extension with Occupational Medicine Associates (OMA) to provide professional medical services for the City of Spokane. Estimated annual expenditure is \$120,000 including tax.

Summary (Background)

The initial contract term was for a one year term beginning on May 1, 2013 and running through April 30, 2014 with options to renew for four additional one-year periods. This is the first of the one-year extensions.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 120,000/year	#	Various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LOWE, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	LOWE, HEATHER	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		

AGREEMENT EXTENSION 1

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", OCCUPATIONAL MEDICINE ASSOCIATES, P.S., whose address is 323 East Second Avenue, Spokane, Washington 99202 as "OMA".

WHEREAS, the parties entered into an Agreement wherein OMA agreed to provide and perform professional medical service in accordance with the Request for Proposals; and

WHEREAS, the original Agreement allows up to four (4) additional one (1) year periods; and

WHEREAS, the parties would like to extend the Agreement; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated March 28, 2013 and April 29, 2013, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EXTENSION. The contract documents are hereby extended and shall run through April 30, 2015.
3. COMPENSATION. The City shall pay a maximum of ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00) for everything furnished and done under this Contract Extension.

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest:

City Clerk

Approved as to form:



Assistant City Attorney

Dated: _____

OCCUPATIONAL MEDICINE
ASSOCIATES, P.S.

E-Mail address, if available: _____

By: _____

Title: _____

14-078

**Agenda Sheet for City Council Meeting of:**

04/21/2014

Date Rec'd

4/9/2014

Clerk's File #

OPR 2014-0296

Renews #**Submitting Dept**

UTILITIES

Cross Ref #**Contact Name/Phone**

RICK ROMERO 625-6361

Project #**Contact E-Mail**

RROMERO@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

INTERLOCAL AGREEMENT AIRWAY HEIGHTS TO SPECIFIC PROPERTY IN SPOKANE COUNTY

Agenda Wording

Interlocal Agreement with Airway Heights for sewer service to property located on Spokane County Parcel Numbers 15351.0014, 15351.0013, 15351.0012 and 15351.0011.

Summary (Background)

This Agreement provides the terms and conditions for the management, handling and delivery of domestic wastewater only from Spokane County Tax Parcels 15351.0014, 15351.0013, 15351.0012 and 15351.0011.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

ROMERO, RICK

Study Session**Division Director**

ROMERO, RICK

Other

PWC 4/14/14

Finance

LESESNE, MICHELE

Distribution List**Legal**

RICHMAN, JAMES

eschoedel@spokanecity.org

For the Mayor

SANDERS, THERESA

darnold@spokanecity.org

Additional Approvals

acmarshall@spokanecity.org

Purchasing

lhendron@spokanecity.org

hwhaley@spokanecity.org



UTILITIES DIVISION
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201
509.625.6270

March 17, 2014

City of Airway Heights
Albert Tripp, City Manager
1208 South Lundstrom Street
Airway Heights, Washington 99001-0969

Re: Airway Heights Sewer Agreement for Sewer Service to Spokane County Tax Parcels No. 15351.0014, 15351.0013, 15351.0012 and 15351.0011

Preliminary Letter of Intent

Dear Albert:

Pursuant to our meeting Friday morning between the City of Spokane and the City of Airway Heights, the purpose of this letter ("Letter of Intent") is to set forth the preliminary understanding and agreement between the City of Spokane (the "Spokane") and the City of Airway Heights ("Airway Heights"), with respect to sewer services to specific property located in Spokane County, tax parcel numbers 15351.0014, 15351.0013, 15351.0012 and 15351.0011, consisting of approximately 56.6 acres, in order to allow Exotic Metals to purchase said property for operations. These tax parcel numbers are located within Airway Heights' corporate boundaries and sewer service area, but at this point in time, Airway Heights ~~is unable~~ ^{has requested service} to provide wastewater treatment services to these specific properties. Airway Heights wishes to secure Exotic Metals as a customer of Airway Heights, and will assume all responsibility for discharge into Spokane's system. Therefore, Airway Heights has asked Spokane to provide limited wastewater treatment services, as outlined below using Airway Heights' connection into Spokane's system. As discussed Friday, OPR 1993-0444 will be discussed separately.

This Letter of Intent is a statement of intent setting forth the general terms of such a Sewer Service Agreement and supporting good faith negotiations on such terms. As discussed, the Agreement will have to be approved by Spokane's legislative process.

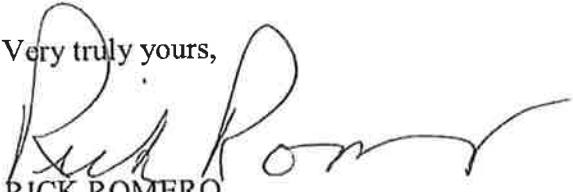
With the above consideration, the following sets forth the general terms under which Spokane and Airway Heights will negotiate an Agreement for Sewer Services specific to Spokane County Tax Parcels Number 15351.0014, 15351.0013, 15351.0012 and 15351.0011:

- 1) Rate: Spokane will charge Airway Heights at the rate established in Spokane Municipal Code for a Non-City Commercial User –Non-retail. Currently, the rate charged by Spokane to this class of users is \$3.86 per unit. This rate classification will adjust on a yearly basis, as adopted by ordinance by the Spokane City Council.

- 2) Measure of Flow: This Agreement will be limited to only those flows from the above specified parcels. Airway Heights shall provide monthly reports to Spokane of water meter flow provided to the parcels in question.
- 3) Application: These rates pertain only to the specific parcels in question. Any other needs of Airway Heights shall be negotiated separately.
- 4) Approval: Both parties understand that any Agreements between the parties will be subject to the approval by the City Council and signature by the Mayor/City Administrator.
- 5) Compliance: The discharge shall be subject to and meet all regulatory standards and conditions as mandated by Spokane's NPDES permit, federal, state or local law including pretreatment requirements.
- 6) Duration: The Agreement shall be in effect for the duration that sewage flow is received from the above specified parcel numbers.

If the foregoing is acceptable to Airway Heights, please sign below and return to the attention of the undersigned. Once we receive the signed letter of intent, we will forward it to the City's administration for signature by the City. If you have any questions or concerns, please call me at your convenience.

Very truly yours,



RICK ROMERO
Director of Utilities Division
City of Spokane

CITY OF AIRWAY HEIGHTS

CITY OF SPOKANE

By: Albert L. Tripp
Its: City Manager

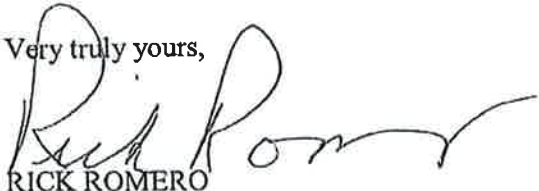
By: _____
Its: _____

Cc: Elizabeth Schoedel, Assistant City Attorney, City of Spokane
Ashley Marshall, Assistant City Attorney, City of Spokane
Theresa Sanders, City Administrator, City of Spokane
Stanley M. Schwartz, Attorney, City of Airway Heights

- 2) Measure of Flow: This Agreement will be limited to only those flows from the above specified parcels. Airway Heights shall provide monthly reports to Spokane of water meter flow provided to the parcels in question.
- 3) Application: These rates pertain only to the specific parcels in question. Any other needs of Airway Heights shall be negotiated separately.
- 4) Approval: Both parties understand that any Agreements between the parties will be subject to the approval by the City Council and signature by the Mayor/City Administrator.
- 5) Compliance: The discharge shall be subject to and meet all regulatory standards and conditions as mandated by Spokane's NPDES permit, federal, state or local law including pretreatment requirements.
- 6) Duration: The Agreement shall be in effect for the duration that sewage flow is received from the above specified parcel numbers.

If the foregoing is acceptable to Airway Heights, please sign below and return to the attention of the undersigned. Once we receive the signed letter of intent, we will forward it to the City's administration for signature by the City. If you have any questions or concerns, please call me at your convenience.

Very truly yours,

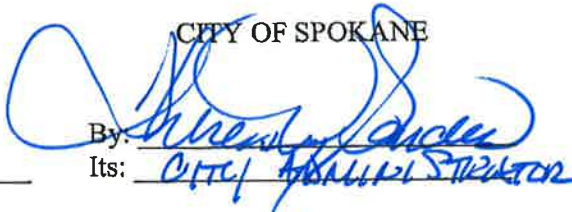


RICK ROMERO
Director of Utilities Division
City of Spokane

CITY OF AIRWAY HEIGHTS

By: Albert L. Tripp
Its: City Manager

CITY OF SPOKANE



By: Theresa Sanders
Its: CITY ADMINISTRATOR

Cc: Elizabeth Schoedel, Assistant City Attorney, City of Spokane
Ashley Marshall, Assistant City Attorney, City of Spokane
Theresa Sanders, City Administrator, City of Spokane
Stanley M. Schwartz, Attorney, City of Airway Heights



March 18, 2014

Rick Romero
Director of Utilities Division
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Re: Preliminary Letter of Intent (Exotic) and Interlocal Agreement between
Airway Heights and the City of Spokane for Sewer Service (1993)

Dear Mr. Romero:

This letter accompanies your Preliminary Letter of Intent dated March 17, 2014 ("LOI") committing to provide waste water treatment services to serve Exotic Metals through the City of Airway Heights connection into the City of Spokane Sewer System.

Following our discussions, the apparent disagreement relating to the 0.68 million gallons per day (mgd) of average daily capacity in the City Waste Water Treatment Facility and other terms in the Interlocal Agreement will occur through a separate discussion apart from the LOI. Further, we take exception to the word "unable" in the LOI with the understanding that the word does not relate to the 1993 Interlocal Agreement. We have represented that the service described in the LOI allows delivery of sewer services in a more timely and cost effective manner. Finally, nothing set forth in the LOI or the subsequent agreement shall be considered a relinquishment, waiver, compromise or a forbearance of claims or rights of Airway Heights under the 1993 Interlocal Agreement.

Thank you for your assistance and we appreciate keeping the 1993 Interlocal Agreement and the LOI (with agreement) separate matters for future discussion. I propose we begin discussions on the Interlocal Agreement within the next thirty (30) days.

Thank you for your courtesies.

Sincerely,



Albert Tripp, City Manager

cc: Mayor and Members of City Council
Dennis Fuller
Stanley Schwartz
Elizabeth Schoedel, Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

04/21/2014

Date Rec'd

4/9/2014

Clerk's File #

OPR 2014-0297

Renews #**Submitting Dept**

WASTEWATER MANAGEMENT

Cross Ref #**Contact Name/Phone**

DALE ARNOLD 625-7900

Project #**Contact E-Mail**

DARNOLD@SPOKANECITY.ORG

Bid #

3979-13

Agenda Item Type

Contract Item

Requisition #

VALUE BLANKET

Agenda Item Name

4320-POLYMER BID AWARD TO POLYDYNE INC.

Agenda Wording

Award Bid for two-year Purchase Agreement with Polydyne Inc. (Riceboro, GA), who submitted the sole bid to supply dry and liquid polymer to the Riverside Park Water Reclamation Facility (RPWRF) for dewatering sludge.

Summary (Background)

Polymer is used in solids thickening and dewatering processes, as well as in primary clarifiers at RPWRF. In November, 2013, vendors were solicited to test their products at the RPWRF. Two companies successfully tested, but only Polydyne submitted a bid. The bid price is \$1.59/lb for dry polymer and \$0.85/lb for liquid. Yearly cost is estimated at \$535,643.00 plus tax, more or less, depending on usage. Polydyne has been an excellent supplier in past years; staff recommends award of this contract.

Fiscal Impact**Budget Account**

Expense \$ 582,243.94 incl. tax

4320-43210-35148-53203

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

ARNOLD, DALE

Study Session

Pub Wks Com. 3/24/14

Division Director

ROMERO, RICK

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

DALTON, PAT

pdolan@spokanecity.org

For the Mayor

SANDERS, THERESA

Tax & Licenses

Additional Approvals

emasingle@spokanecity.org

Purchasing

WAHL, CONNIE

cwahl@spokanecity.org

jdesrochers@polydyne

polybiddpt@snfhc.com

Briefing Paper
Utilities
Wastewater Management Department
March 24, 2014

Subject

Award of Bid #3979-13 to Polydyne Inc.(only bidder) to supply approximately 287,700 lbs of dry polymer/yr at a cost of \$1.59/lb, and 92,000 lbs of liquid polymer/yr at a cost of \$0.85/lb for a total annual contract cost of \$535,643 plus sales tax for the period March 1, 2014 to February 29, 2016. Total Cost \$582,243.94.

Background

Chemical organic polymer flocculent (polymer) is used in solids thickening and dewatering processes, as well as in the primary clarifiers, at the Riverside Park Water Reclamation Facility. The Wastewater Management Department has recently received an offer from Polydyne Inc, to supply dry polymer at a price per pound of \$1.59 and liquid polymer at a price per pound of \$0.85. Polymer costs have decreased during recent years due to decreasing costs in manufacturing and transportation for this petroleum-based product. The current vendor has supplied polymer to the City for more than twelve years.

This is a two year contract tentatively scheduled to begin on or about March 1, 2014 and to end on February 29, 2016. The contract may be extended for three (3) additional one-year contract periods with the total contract period not to exceed five (5) years.

Impact

In order to function as a wastewater treatment and water recycling facility, it is necessary to add polymer to several processes. This contract provides polymer at a competitive cost.

Action

The Wastewater Management Department is seeking Council approval to award the contract with Polydyne Inc., Riceboro, GA, 31323 to supply polymer to the Water Reclamation Facility.

Funding

Funding for this purchase is provided in the Wastewater Management Department budget, and revenue is derived from sewer rates.

PURCHASE AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and POLYDYNE INC., whose address is 1 Chemical Plant Road, Riceboro, Georgia 31323 (*Remittance address: P.O. Box 279, Riceboro, Georgia 31323*), as "Vendor."

The parties agree as follows:

1. GOODS. The Vendor agrees to sell to the City LIQUID AND DRY CHEMICAL ORGANIC POLYMER FLOCCULENT, subject to these terms and conditions. Following is a listing of the goods to be purchased:

Liquid Polymer in 2,300 lb. (275 gallon) totes Clarifloc A-6350	\$.85/lb.	\$78,200.00
BFP Sludge: Polymer requirement for belt filter press in accordance with the Contractor's Pricing Table 2 – Dry Clarifloc WE-471	\$1.59/lb.	\$266,643.00
GBT Sludge: Polymer requirement for gravity belt thickener in accordance with the Contractor's Pricing Table 2 – Dry Clarifloc WE-471	\$1.59/lb.	\$190,800.00

2. CONTRACT DOCUMENTS. This written Agreement, the request for bids / proposals other than as expressly excepted to in the Vendor's bid / proposal, and the Vendor's bid / proposal comprise the contract documents, and are intended as the final expression of the parties' understandings. In the event of conflict between the contract documents, the documents control in the order listed above.

3. TERM. The Agreement shall begin March 1, 2014 and run through February 29, 2016, unless terminated earlier. The contract may be extended, upon mutual written agreement of both parties, for three (3) additional one year contract periods with the total contract period not to exceed five (5) years.

4. DELIVERY TIME. The Vendor shall provide the initial delivery no later than March 1, 2014, and subsequent deliveries within seven (7) days notice when required by the City and in quantities acceptable to the City. Truck deliveries will be accepted only between 7:30 a.m. and 3:00 p.m., Monday through Friday. If the goods are not delivered within the terms and established delivery time, the City may procure comparable goods from another source and the Vendor will be required to pay any differences in cost.

5. DELIVERY LOCATION. The Vendor shall deliver the goods to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939.

6. COMPENSATION. The City will pay a maximum of FIVE HUNDRED THIRTY FIVE THOUSAND SIX HUNDRED FORTY THREE AND NO/100 DOLLARS (\$535,643.00) per year for everything furnished and done under this Agreement. This amount includes all taxes imposed by law except Washington State sales tax and federal excise tax, when these taxes are applicable, which will be paid by the City.

7. PAYMENT. The Vendor shall submit it's application(s) for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. Payment will be made within thirty (30) days after receipt of the Vendor's application or receipt and acceptance of goods whichever is later. If the City objects to all or any portion of the invoice, it shall notify the Vendor and reserve 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.

8. TITLE. Title to the goods purchase under this Agreement remains with the Vendor until they are delivered to the City's delivery location.

9. RISK OF LOSS. The risk of any damage to or destruction of the goods will be borne by the Vendor at all times until delivery.

10. UNIFORM COMMERCIAL CODE. This Agreement is subject to the Uniform Commercial Code, Title 62A Revised Code of Washington.

11. INSPECTION. All goods purchased are subject to inspection, test and approval at destination by the City, notwithstanding prior payments or inspections at the source. The City, without limitation to its other rights under this Agreement, may reject any goods that contain defective material or workmanship, do not meet the specifications, or otherwise do not conform to this Agreement. Defective goods or goods not in accordance with the City's specifications will be held for the Vendor's instructions and at the Vendor's risk and expense. The City reserves the right to inspect before shipment or during the process of manufacture, any goods on this Agreement.

12. OVERSHIPMENT. Quantities delivered by the Vendor in excess of that shown in this Agreement, if rejected, will be returned at the Vendor's risk and expense. Any excess quantities that the City accepts shall be the price stated in this Agreement.

13. WARRANTY. The Vendor warrants that the items furnished will conform to its description and any applicable specifications shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by the Vendor to the City.

14. UNLAWFUL OVERCHARGES. The Vendor assigns to the City all claims for anti-trust violations and overcharges relating to the goods purchased by the City.

15. TERMINATION.

- A. Time is of the essence of this Agreement.
- B. The City reserves the right to cancel this Agreement or any portion thereof without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by the City.
- C. The City may also cancel this Agreement or any portion thereof without penalty if the Vendor breaches any of the terms of the Agreement.
- D. The City may cancel this Agreement or any portion thereof without penalty if the Vendor is adjudged a bankrupt, files petition, application or other pleading seeking or consenting to any relief under the Bankruptcy Act, makes or attempt to make an assignment for the benefit of creditors or to effect a plan of compromise with respect to its debts. All further obligations automatically terminate, but obligations incurred are not discharged.

16. DELEGATION AND ASSIGNMENT. Neither party to this Agreement may delegate the performance of any obligation to a third party unless mutually agreed in writing. This Agreement cannot be assigned without the written consent of the other party. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.

17. INSURANCE. During the term of the Agreement, the Vendor shall maintain in force at its own expense, the following insurance coverages:

- A. 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.
- B. 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 or 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 Vendor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Vendor shall furnish an acceptable insurance certificate to the City at the time the Vendor returns the signed Agreement.

18. NOTICES. All notices or other communications given under this Agreement shall be deemed given on the day the notices or other communications are received when sent by personal delivery; or the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed at the address set forth below, or at other address as the parties shall from time-to-time designate by notice in writing to each other:

CITY: Mayor or designee

City of Spokane
Fifth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

VENDOR: Lawrence D. Grizzle, Business Manager
Polydyne Inc.
1 Chemical Plant Road
P.O. Box 279
Riceboro, Georgia 31323

19. **INDEMNIFICATION**. The Vendor shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, demands or suits in law or equity arising from the Vendor's negligence or breach of its obligations under the Agreement. The Vendor's duty to indemnify shall not apply to liability caused by the sole negligence of the City. The Vendor's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Vendor, its officers and employees shall apply only to the extent of the negligence of the Vendor, its officers and employees. The Vendor's duty to indemnify shall survive termination of the Agreement. This indemnification shall be in addition to the warranty obligations of the Vendor.

The Vendor waives its immunity under Industrial Insurance, Title 51 RCW, to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.

20. **COMPLIANCE WITH LAWS**. The Vendor warrants that the goods have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations of which they are subject.

21. **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 Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

22. **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 Vendor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Vendor 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.

23. **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 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.

24. DISPUTES. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.

25. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.

26. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement. The amendment shall be executed with the same formalities as this Agreement.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____ POLYDYNE INC.

E-Mail address, if available: _____

By: _____

Title: _____

CITY OF SPOKANE BID TABULATION

BID #3979-13

Liquid and Dry Chemical Organic Polymer Flocculant

DUE: 2-17-2014

COMPANIES SUBMITTING BIDS		Polydyne Inc. 1 Chemical Plant Way Riceboro, GA 31323	
PRICING TABLE 1 - LIQUID			
QUANTITY	DESCRIPTION	UNIT PRICE PER LB	TOTAL
92,000 LB	LIQUID POLYMER IN 2,300 LB (275 GALLON/EA) TOTES	\$0.85 Lb.	\$78,200.00
	BID SUBTOTAL		\$78,200.00
	WA STATE SALES TAX (8.7%)		\$6,803.40
	TOTAL BID		\$85,003.40

COMPANIES SUBMITTING BIDS		Polydyne Inc. 1 Chemical Plant Way Riceboro, GA 31323	
PRICING TABLE 2 - DRY			
BFP SLUDGE: POLYMER REQUIREMENT FOR BELT FILTER PRESS			
A. UNIT PRICE/LB			
(PRICE INCLUDING TAX)			

FEED SYSTEM)	B. DOSAGE REQUIREMENT (From Pre-Qualification)	C. EST. ANNUAL DRY TONS OF SLUDGE PROCESSED	TOTAL (A. x B. x C.)
\$1.59 Lb.	16.77 Lbs./DT	10,000	\$266,643.00
GBT SLUDGE: POLYMER REQUIREMENT FOR GRAVITY BELT THICKENER			
A. UNIT PRICE/LB	B. ESTIMATED. ANNUAL USAGE IN POUNDS		TOTAL (A. x B.)
\$1.59 Lb	120,000		\$190,800.00
BID SUBTOTAL			\$457,443.00
SALES TAX (8.7%)			\$39,797.54
TOTAL BID			\$497,240.54

THIS REQUEST FOR BIDS WAS SENT TO 51 VENDORS WITH 1 BID RESPONSE AND 3 NO BID RESONSES

NOTE: THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. BIDS ARE EVALUATED BASED ON PRICING AND OTHER CRITERIA TO DETERMINE LOW RESPONSIVE BID MEETING SPECIFICATIONS. AWARD OF BID IS MADE BY CITY COUNCIL.

**Agenda Sheet for City Council Meeting of:**

04/21/2014

Date Rec'd

4/9/2014

Clerk's File #

RES 2014-0039

Renews #**Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

CITY COUNCIL

Contact Name/Phone

AMBER 625-6269

Contact E-Mail

LKINNEAR@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

0320 NAMING PONDEROSA PINE CITY OF SPOKANE'S OFFICIAL TREE

Agenda Wording

A resolution declaring the Ponderosa Pine as the City of Spokane's official tree.

Summary (Background)

While the City has an official flower, the lilac, it does not have an official city tree. The Ponderosa Pine is Spokane's dominant native conifer and is well-adapted to thrive under local conditions, exceedingly windfirm, drought-tolerant, and low-maintenance.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MCDANIEL, ADAM

Study Session**Division Director****Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

DALTON, PAT

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The Ponderosa Pine provides numerous environmental, economic, health, and aesthetic benefits and provides important habitat for native wildlife species. The Ponderosa Pine offers ornamental value throughout Spokane with its architectural stature, evergreen foliage, varied and changing colored bark, and its sweet scent. This resolution declares the Ponderosa Pine as the official tree of the City and supports the development of policies that will protect existing Ponderosa Pine trees and the ecosystem in which they exist and the planting of new Ponderosa Pine trees.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION NO. 2014-0039

A resolution declaring the Ponderosa Pine as the City of Spokane's official tree.

WHEREAS, the City of Spokane's official city flower is the lilac and there exists no official city tree; and

WHEREAS, the Ponderosa Pine was first commonly described by Meriwether Lewis in 1805 and later botanically described by David Douglas in 1826, from a place near present-day Spokane in eastern Washington state; and

WHEREAS, *Pinus ponderosa*, commonly known as the ponderosa pine, bull pine, blackjack pine, or western yellow pine, is Spokane's dominant native conifer, well-adapted to thrive under local conditions, exceedingly windfirm, drought-tolerant, and low-maintenance; and

WHEREAS, in the urban setting, the Ponderosa Pine provides numerous environmental, economic, health, and aesthetic benefits; and

WHEREAS, the Ponderosa Pine is used in a variety of ways as medicine, food, building material, and for ceremony; and

WHEREAS, this tree species offers ornamental value throughout Spokane with its architectural stature, evergreen foliage, varied and changing colored bark, and its sweet scent; and

WHEREAS, the Ponderosa Pine provides important habitat for native wildlife species; - - Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPOKANE THAT the City Council declares the Ponderosa Pine the official tree of the City of Spokane and supports the development of policies that will protect existing Ponderosa Pine trees and the ecosystem in which they exist and the planting of new Ponderosa Pine trees.

ADOPTED BY THE CITY COUNCIL ON _____.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

04/21/2014

Date Rec'd

4/9/2014

Clerk's File #

RES 2014-0040

Renews #**Submitting Dept**

BUSINESS & DEVELOPER SERVICES

Contact Name/Phone

JAN QUINTRALL 625-6187

Contact E-Mail

JQUINTRALL@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

0780 - RESOLUTION CONFIRMING APPOINTMENT OF KRIS BECKER

Agenda Wording

Resolution confirming the appointment of Kristen Becker as Development Services Center Manager

Summary (Background)

Mayor David Condon has appointed Ms. Becker as the Development Services Center Manager for the Development Services Center Department pending City Council approval.

Fiscal Impact

Select \$

Select \$

Select \$

Select \$

Budget Account

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#

Approvals**Dept Head**

CHESNEY, SCOTT

Division Director

QUINTRALL, JAN

Finance

LESESNE, MICHELE

Legal

DALTON, PAT

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session****Other****Distribution List**

lhattenburg@spokanecity.org

jquintrall@spokanecity.org

kbecker@spokanecity.org

Additional Approvals**Purchasing**

RESOLUTION NO. 2014-0040

A resolution confirming the appointment of Kristen Becker as Development Services Center Manager for the Development Services Center Department.

WHEREAS, section 24 of the city charter states that the Mayor shall have the power to appoint administrative heads of departments subject to the approval of the City Council; and

WHEREAS, section 5.2.6 of the city council rules of procedures states that approval of appointment of department heads shall be by resolution; and

WHEREAS, after full consideration, Mayor David A. Condon has appointed Ms. Becker as Development Services Center Manager of the Development Services Center Department for the City of Spokane; -- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby confirms the appointment of Kristen Becker as Development Services Center Manager of the Development Services Center Department for the City of Spokane.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

04/21/2014

Date Rec'd

4/9/2014

Clerk's File #

RES 2014-0041

Renews #**Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

UTILITIES

Contact Name/Phone

RICK ROMERO 625-6361

Contact E-Mail

RROMERO@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

RESOLUTION APPROVING THE APPOINTMENT OF ICM DEPT HEAD

Agenda Wording

A resolution approving the appointment of Mike Taylor as City Engineer and Department Head for Integrated Capital Management Department.

Summary (Background)

City Charter Section 24 requires City Council confirmation of department head appointments. Mayor Condon and Rick Romero, Utilities Division Director have appointed Mike Taylor as City Engineer and Department Head for Integrated Capital Management Department.

Fiscal Impact

Select \$

Select \$

Select \$

Select \$

Budget Account

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Approvals**Dept Head**

ROMERO, RICK

Division Director

ROMERO, RICK

Finance

LESESNE, MICHELE

Legal

RICHMAN, JAMES

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session****Other**

PWC 04/14/2014

Distribution List

pmtaylor@spokanecity.org

cmarchand@spokanecity.org

Additional Approvals**Purchasing**

RESOLUTION NO. 2014-0041

A resolution approving the appointment of Mike Taylor as City Engineer and Department Head for Integrated Capital Management Department.

WHEREAS, section 24 of the city charter states that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, section 5.2.6 of the city council rules of procedures states that approval of appointment of department heads shall be by resolution; and

WHEREAS, after full consideration, Mayor David A. Condon has appointed Mr. Taylor as City Engineer and Department Head for Integrated Capital Management Department for the City of Spokane; -- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby appoints approves the appointment of Mike Taylor as City Engineer and Department Head for Integrated Capital Management Department for the City of Spokane.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

04/21/2014

Date Rec'd

4/9/2014

Clerk's File #

RES 2014-0042

Renews #**Submitting Dept**

UTILITIES

Cross Ref #**Contact Name/Phone**

RICK ROMERO 625-6361

Project #**Contact E-Mail**

RROMERO@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

RESOLUTION APPROVING THE APPOINTMENT OF WASTE TO ENERGY

Agenda Wording

A resolution approving the appointment of Chuck Conklin as Waste to Energy Facilities Director.

Summary (Background)

City Charter Section 24 requires City Council confirmation of department head appointments. Mayor Condon and Rick Romero, Utilities Division Director have appointed Chuck Conklin as Waste to Energy Facilities Director.

Fiscal Impact**Budget Account**

Select \$

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Select \$

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Select \$

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Select \$

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Approvals**Council Notifications****Dept Head**

ROMERO, RICK

Study Session**Division Director**

ROMERO, RICK

Other

PWC 04/14/2014

Finance

LESESNE, MICHELE

Distribution List**Legal**

RICHMAN, JAMES

kgimpel@spokanecity.org

For the Mayor

SANDERS, THERESA

cconklin@spokanecity.org

Additional Approvals

cmarchand@spokanecity.org

Purchasing

RESOLUTION NO. 2014-0042

A resolution approving the appointment of Chuck Conklin as Waste to Energy Facilities Director.

WHEREAS, section 24 of the city charter states that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, section 5.2.6 of the city council rules of procedures states that approval of appointment of department heads shall be by resolution; and

WHEREAS, after full consideration, Mayor David A. Condon has appointed Mr. Conklin as the Waste to Energy Facilities Director for the City of Spokane; -- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby appoints approves the appointment of Chuck Conklin as Waste to Energy Facilities Director for the City of Spokane.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

04/21/2014

Date Rec'd

4/9/2014

Clerk's File #

RES 2014-0043

Renews #**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Contact Name/Phone

DAN KEGLEY 625-7840

Contact E-Mail

DKEGLEY@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

4100 - RESOLUTION ADOPTING THE REVISED WATER USE EFFICIENCY GOALS

Agenda Wording

Water Stewardship/Water Use Efficiency (WUE)Goals: evaluation and re-establishment in accordance with WAC 246-290-830.

Summary (Background)

The State of Washington through WAC 246-290-800, requires public water systems that supply municipal water to implement a water use efficiency program. In anticipation of the passage of the Water Use Efficiency Program requirement, which became effective on January 22, 2007, the City of Spokane City Council adopted Resolution 2006-0049 on May 10, 2006. Resolution 2006-0049, adopting the City of Spokane Water Stewardship Program, outlined goals and reporting requirements intended to meet

Fiscal Impact**Budget Account**

Neutral \$

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Select \$

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Select \$

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Select \$

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Approvals**Council Notifications****Dept Head**

KEGLEY, DANIEL

Study Session

PWC 3/10/2014

Division Director

ROMERO, RICK

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

DALTON, PAT

dkegley

For the Mayor

SANDERS, THERESA

jsakamoto

Additional Approvals

acline

Purchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

WAC 246-290-0840. In order to maintain compliance with the Water Use Efficiency Goal Setting requirements outlined in WAC 256-290-830(7) the governing body of the public water system shall evaluate and re-establish water use efficiency goals every six years as part of a water system plan approved under WAC 246-290-100. The goals are revised to meet the Water Use Efficiency Goal Settings requirements in WAC 246-290-830 as part of the water system plan approval. Re-establishment of the goals meeting the requirement of the WAC will complete a required step towards the completion of the water system plan and maintain in good standing our comppliance with the requirements of the City of Spokane operating permit with the Washington Department of Health, Office of Drinking Water.

Fiscal Impact

Select \$

Select \$

Budget Account

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Distribution List

RESOLUTION NO. 2014-0043

A RESOLUTION adopting the revised Water Use Efficiency (WUE) Goals for the City of Spokane Water Utility in compliance with Washington Administrative Code WAC 246-290-800.

WHEREAS, the Washington State Administrative Code WAC 246-290-800 requires public water systems that supply municipal water to implement a water use efficiency program; and

WHEREAS, on May 10, 2006, the City of Spokane adopted Resolution 2006-0049, the City of Spokane Water Stewardship Program which included water use efficiency goals and reporting requirements intended to meet WAC 246-290-840; and

WHEREAS, WAC 246-290-830 requires municipal water suppliers to update and reestablish water use efficiency goals at least every six (6) years as part of a water system plan approval process; and

WHEREAS, the City of Spokane is updated its water system plan and desires to comply with the requirements of Water Use Efficiency Goal setting rules as outlined in Washington Administrative Code WAC 246-290-830;--

NOW THEREFORE, Be it resolved by the City Council of the City of Spokane that it hereby approves the following revised Water Use Efficiency Goals for the City of Spokane Water Utility:

1. Continue the reduction of indoor residential use by one half percent (0.5%) on average for residential connections annually, over the next six (6) years.
2. Reduce outdoor residential use by two percent (2%) on average for residential connections annually, over the next six (6) years.
3. Reduce metered outdoor irrigation commercial/industrial use by two percent (2%) for Commercial/Industrial connections annually, over the next six (6) years.
4. Reduce outdoor metered governmental use by two percent (2%) for governmental connections annually, over the next six (6) years.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

04/21/2014

Date Rec'd

4/9/2014

Clerk's File #

ORD C35092

Renews #**Submitting Dept**

CITY ATTORNEY

Cross Ref #**Contact Name/Phone**

TIM SZAMBELAN 625-6229

Project #**Contact E-Mail**

RRIEDINGER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

TW TELECOM OF WASHINGTON LLC FRANCHISE AGREEMENT

Agenda Wording

An ordinance granting TW Telecom of Washington LLC. a non-exclusive franchise to use the public right of way to provide noncable telecommunications services to the public.

Summary (Background)

TW Telecom of Washington is requesting a 10 year franchise agreement from the City of Spokane to continue to operate its telecommunications (non-cable) fiber in the City right-of-way. TW Telecom of Washington did have a franchise agreement with the City that expired in 2013.

Fiscal Impact**Budget Account**

Revenue \$ 6% Tax

TBD

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

DALTON, PAT

Study Session**Division Director****Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

DALTON, PAT

tszambelan@spokanecity.org

For the Mayor

SANDERS, THERESA

rriedinger@spokanecity.org

Additional Approvals**Purchasing**

TW Telecom of Washington LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C- 35092

An ordinance granting a non-exclusive franchise to use the public right of way to provide noncable telecommunications service to the public, to TW Telecom of Washington LLC, located at 10475 Park Meadows Drive, Littleton, CO 80124, subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

- Section 1. Parties, grant.
- Section 2. Limits on permission.
- Section 3. Term.
- Section 4. Grantee's general promises.
- Section 5. Plans to be submitted: expedited approvals.
- Section 6. Location or relocation.
- Section 7. Grantee to restore affected areas.
- Section 8. Information, good engineering, inspections.
- Section 9. Limited access, no obstruction, accommodation.
- Section 10. Undergrounding.
- Section 11. Facilities for City use.
- Section 12. Waiver, indemnity, no estoppel, no duty.
- Section 13. Insurance.
- Section 14. Taxes, fees.
- Section 15. Franchise administration.
- Section 16. Acts discretionary, reservation of authority.
- Section 17. No transfer, no stock to be issued.
- Section 18. Additional.
- Section 19. Effective date.

Section 1. Parties, grant.

A. This is a franchise agreement between the City of Spokane as Grantor, hereafter also "City", and TW Telecom of Washington LLC, as Grantee, hereafter also "Grantee". Grantee is a Delaware limited liability company whose principal office is 10475 Park Meadows Drive, Littleton, CO 80124, telephone: 303-566-1000.

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy the right of way, as defined SMC 12.09.010, to locate facilities to provide telecommunications service to the public in the City of Spokane. This grant is in the nature of a master

permit, as referenced in SMC 12.09.010, and is not in lieu of a more specific use permit as also referenced under said section. General permission is similarly granted to Grantee to use other areas reserved by regulation, practice, or dedication for public telecommunications utilities, as determined by the Administering Officer as generally applicable to telecommunications or underground conduit utilities. In accepting this franchise, Grantee stipulates and agrees to the City's authority to issue and require the franchise and stipulates and agrees to the other terms and conditions hereof.

Section 2. Limits on permission.

A. As used in Section 1, "telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this subsection, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. "Telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals and "cable service" as defined in 42 USC 522 (5) or other distribution of multichannel video programming. Grantee stipulates that this instrument extends no rights or privileges relative to the use of the right of way or other areas for such excluded purposes or any other purpose beyond telecommunications service. Should the Administering Officer, with the advice of the City Attorney, determine Grantee is functioning as a cable operator or performing other business functions beyond the scope of permission extended to use the public right of way, the City reserves the right, upon at least sixty (60) days prior written notice to Grantee, to cancel this franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City which the City may require in accordance with applicable law.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City may now or hereafter hold to grant general permission. It should not be construed to warrant or guarantee any rights or extend beyond such interest or authority. Permission does not extend to areas outside those listed in Section 1. B. or activities outside those stated in Section 2. A. , or otherwise to any area outside the authority of the City to extend franchised or general permit access permission, such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others. The City reserves the right itself to engage in Grantee's business at any time, as may be permitted by law.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific arrangements directly with the municipal department controlling such building or other structure or area.

Section 3. Term.

This franchise is for a ten (10) year term from the date of enactment. This franchise shall automatically renew for an additional ten (10) year period, unless either party provides written notice of its intent to renegotiate the terms of the franchise. Such written notice must be provided no later than six (6) months prior to the expiration of the original ten year term. This does not affect the City's right to revoke the franchise for cause, abandonment, or because of breach of any promise, condition or stipulation stated.

Section 4. Grantee's general promises.

As general promises in return for the grant of franchise:

A. Grantee promises to become and remain in good standing a corporation or other lawful entity registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee further promises to maintain a reliable mailing address, with a named responsible individual person as necessary for consumer contact and an agent for service of process, a toll free public telephone number, fax number, and accessible email address 24 hours a day, seven days a week for customer access. Currently, the pertinent information is:

Responsible official and mailing address:
[mailto:Tom Newberry](mailto:Tom.Newbury@twtelecom.com), General Manager
600 W. Main, Suite 500
Spokane, WA 99201
509-252-8324 Direct
800-829-0420 24 hour Customer Care Center
Tom.Newbury@twtelecom.com

Local agent, address for process: *[see franchise acceptance sheet]*

The local voice and fax telephone numbers shall be personally staffed at least during Grantee's normal business hours, Pacific time zone. Any changes to this information shall be stated in writing and sent to the Administering Officer, with copies to the City Clerk, referencing the title of this franchise, ordinance number, and this Section 4 A.

B. Grantee promises to provide telecommunications service to the public at rates in accordance with applicable federal and state laws, including, but not limited to, RCW 80.36.080. Grantee promises to comply with any other applicable federal and state legal requirements, together with all lawful municipal ordinances, resolutions of the City Council or orders of the Administering Official, provided such requirements are not in conflict with state or federal laws.

C. Besides obligations specific to new construction, Grantee will perform all construction, operation, maintenance and repair activity in permitted areas in accordance with the applicable City's street obstruction or use permit ordinances or other applicable City ordinances or regulations, including Ch. 12.09 SMC.

D. Grantee promises to coordinate its activities with other utilities and users of permitted areas to avoid any unnecessary cutting, damage or disturbance to the public right of way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations at all times so to maximize the life and usefulness of the paving and municipal infrastructure to the extent economically and technically feasible. "Municipal infrastructure" is defined in SMC 12.09.010.

E. Grantee promises that its uses of the right of way or other permitted areas, and any rights granted herein, shall at all times be subordinated to and subject to municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law.

F. Grantee promises to conduct all operations in or near the right of way and other permitted areas so to minimize or entirely avoid any hazard, danger or inconvenience to municipal infrastructure needs and uses, public travel, and the public convenience.

G. Grantee promises to maintain membership in good standing with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee certifies it understands local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right of way on Grantee's behalf are similarly well informed.

H. To the extent not otherwise stated, the conditions of SMC 12.09.080 are further incorporated herein by reference.

Section 5. Plans to be submitted: expedited approvals.

A. Grantee's initial construction and installation plan shall be submitted to the Administering Officer as requested under such advance notification as the Administering Officer may reasonably require.

B. As requested, Grantee promises to submit all new or remodel construction plans to the Administering Officer for review and approval, with a copy of such plans to the Director of Transportation and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for telephone conduit or overhead lines, as determined by local regulation, custom and practice, or as designated by the Administering Officer.

Section 6. Location or relocation.

A. The City reserves the right to change, regrade, relocate, abandon, or vacate the right of way, and/or any skywalk or other permitted area, at no expense or liability to the City except as may be required by RCW 35.99.060 6, and as further provided in SMC 12.09.120. Except as otherwise so required by law, Grantee promises to relocate, remove, or reroute its facilities, as ordered by the Administering Officer in the exercise of its reasonable discretion, at its sole expense and liability. Grantee promises to protect and save harmless the City, its officers, agents and employees from any customer or other third party claims for service interruption or other losses attributable to Grantee's negligence in connection with any such change, relocation or vacation of the right of way or other permitted areas. The parties agree that "relocation" refers to a permanent movement of facilities required of Grantee by the City, and not a temporary or incidental movement of facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

B. Where the City determines to abandon or vacate any right of way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas, and the City has no obligation whatsoever with respect thereto.

Section 7. Grantee to restore affected areas.

Subject always to the cost apportionment requirements of section 6, as may apply:

A. Whenever Grantee damages or disturbs any location in or near the right of way or other permitted area, Grantee agrees promptly to restore such area to its original or better condition at its sole expense and liability, to the reasonable satisfaction of the Administering Officer. Grantee promises likewise to restore and patch all surfaces cut and to repave entirely any such portions of the right of way or other permitted areas as determined necessary by the Administering Officer to maintain and preserve the useful life thereof. Grantee promises that any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired to standards approved in advance by the Administering Officer. For pavement restorations, any resulting patch or restoration shall be thereafter properly maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed.

B. Whenever Grantee damages or disturbs any area in or near the public right of way or permitted areas, or plans to do so, Grantee stipulates the City may:

1) require Grantee to repave an entire lane within any cut or disturbed location, or greater area, to the extent it may be affected by Grantee's activities; and/or

2) require Grantee to common trench with any other underground installation in the right of way, with cost sharing to be negotiated between the parties involved, or in absence of agreement, as directed by the Administering Officer.

C. Grantee shall not fail or unreasonably delay in performing any obligation here or elsewhere stated within the specific time frames stated for performance, or if none, then performance shall be within thirty (30) days of receipt of written notice from the City, unless thirty (30) days is not a reasonable time, then such longer period of time as needed provided Grantee has commenced the performance within such thirty (30) days and diligently prosecutes it to completion. If Grantee fails to do so or if the Administering Officer deems necessary to immediately protect the public right of way or to avoid liability, risk or injury to the public or the City, the Administering Officer may proceed to perform such obligation, including any remedial or preventive action deemed necessary, at Grantee's sole expense and liability, except where otherwise required by law, but no action or inaction by the Administering Officer shall relieve Grantee of its obligation to indemnify and hold the City harmless as set forth hereafter. Prior to undertaking corrective effort, the Administering Officer shall notify Grantee in writing, except no notice is needed if the Administering Officer declares an emergency or determines a need for expedient action in the interest of the public health and safety. This remedy is supplemental and not in alternative to any other municipal right.

Section 8. Information, good engineering, inspections.

A. Grantee promises to supply and maintain updated, at no cost, any information reasonably requested by the Administering Officer or City Director of Transportation to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information may include an installation inventory, location of existing or planned facilities, maps, plans, operational data, and as built drawings of Grantee's installations, in the City or County of Spokane. Said information may be requested either in hard copy and/or electronic format compatible with the City's data base system, as now or hereafter existing, including the City's geographic information service (GIS) data base. Grantee shall keep the Administering Officer informed of its long-range plans for coordination with the City's long range plans.

B. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the parties agree to work together to avoid disclosures of information which would result in economic loss or damage to Grantee because of anticipated mandatory disclosure requirements to third persons. In the event the parties cannot agree, the dispute shall be submitted to the City Hearings Examiner, and the City's action shall be enforceable unless, on the record before the Hearing Examiner, the decision is arbitrary and capricious, rests on an error of law, or is not supported by substantial evidence.

C. Grantee promises all of its property and facilities shall be constructed, operated and maintained in good order and condition and in accordance with good

engineering practice. In connection with the civil works of Grantee's system, such as, but not limited to, trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, edition currently in use by the City, together with the City's Supplemental Specifications thereto, all as now or hereafter amended.

D. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code, National Electrical Code, 2008 Edition and Washington Electrical Construction Code, where applicable.

E. The City reserves the right to inspect and approve Grantee's installations during construction, repair or installation, and after completion, as deemed necessary, considering SMC 12.09. For other than routine inspections associated with installation or cutting or repairs relating to the right of way, the Administering Officer shall give reasonable notice to the Grantee of the nature of the municipal concern and an opportunity for Grantee to respond prior to taking further enforcement action. No prior notice is needed in the event the Administering Officer deems there is a risk to the public health or safety or Grantee has previously been given written notice of the nature of the problem. Where the Administering Officer determines Grantee has created a situation requiring remediation within the area of municipal regulatory authority and requiring a municipal response and remedial action, an order may be issued with a compliance schedule. All costs of municipal inspections and enforcement, including staff time, are to be paid by Grantee.

Section 9. Limited access, no obstruction, accommodation.

A. The City reserves the right to limit or exclude Grantee's access to a specific route, public right of way or other location when, in the reasonable judgment of the Administering Officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, unreasonable public expense, material interference with City utilities, or for any other reasonable cause determined by the Administering Officer, provided, it shall do so consistent with state and federal law.

B. Grantee will not obstruct, hinder, damage, or otherwise interfere with municipal infrastructure uses of the right of way or other permitted areas. Except where otherwise authorized in writing, Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right of way, will develop and follow the Administering Officer's determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this franchise.

C. In addition, subject however to RCW 35.99, the Administering Officer may determine with respect to franchised uses, in the exercise of reasonable discretion, when and where reasonable accommodation shall be made by Grantee to the City for public needs or, where requested, other third party needs, how such accommodation should be made, and a reasonable apportionment of any expenses of the same, PROVIDED, that this franchise creates no third party beneficial interest in any other entity, or any enforceable contractual right to require the City to order such accommodation. Notwithstanding the foregoing, it remains the responsibility of Grantee to avoid conflicts with other right of way occupants or users, other utilities, franchisees, or grantees where reasonably possible. The City assumes no responsibility for such conflicts.

D. In administering this provision, the City understands that private property may not be taken or damaged without just compensation as required by Article I, Section 16 of the Washington State Constitution with respect to any specific loss or damage occasioned to Grantee's lawfully permitted facilities and equipment authorized to be located in the public right of way. Grantee likewise understands that it does not hold any leasehold or ownership interest in the public right of way and occupies it at the sufferance of the franchising municipal authority, subject to the primary purposes and principles as outlined in SMC 12.09.020.

Section 10. Undergrounding.

A. The purpose of this section is to recognize and preserve the City's control over uses of the public right of way, consistent with the municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

B. The City finds that overhead lines and aboveground wire facilities and installations in the right of way and other permitted areas adversely impact upon the public use and enjoyment of such areas. Consistent with any general municipal undergrounding policy or program now in existence or hereafter arising, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under their franchise. Grantee agrees to coordinate its underground installation and planning activities with the City's underground plan and policies; provided, in no event shall any third party beneficiary rights be implied or created.

C. Nothing in this section shall be permitted in conflict with RCW 35.99.060, and the provisions of this section shall be applied in conformity thereto.

Section 11. Facilities for City use.

Consistent with RCW 35.99.070, at such time when Grantee is constructing, relocating, or placing ducts or conduits in public rights of way, the Administering Officer may require Grantee to provide the City with additional duct or conduit and related structures necessary to access the conduit at mutually convenient locations. All such conduit, duct and related structures shall only be used by the City for its internal,

governmental, non-competitive purposes. In such event, the parties further agree that the City's access points to City fiber in Grantee's system shall be at least sufficient to permit reasonable municipal access for municipal needs, provided that:

A. The City enters into a contract with the Grantee consistent with RCW 80.36.150. The contract rates to be charged should recover the incremental costs of Grantee. The City shall not make the additional duct or conduit and related access structures available to any other entity for any purpose. The Administering Officer shall promptly inform the Grantee in writing of the use, and any change in use, of the requested duct or conduit and related access structures.

B. The City agrees that the requested additional duct or conduit space and related access structures will not be used by the City to provide telecommunications or cable television service for hire, sale, or resale to the general public, or to any other governmental agency or entity, or private person or entity.

C. The City shall not require that the additional duct or conduit space be connected to the access structures and vaults of the Grantee.

D. This section shall not affect the provision of an institutional network by a cable television provider under federal law.

E. Grantee shall notify the City MIS Director at least 14 days prior to opening a trench at any location to allow the City to exercise its options as provided herein.

Section 12. Waiver, indemnity, no estoppel, no duty.

A. Grantee shall at all times fully defend, indemnify, and hold harmless the City, its boards, officers, agents and employees harmless from any and all third party claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others who are under the control or direction of Grantee, its representatives, grantees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or facilities, or because of Grantee's performance or failure to perform any franchise obligations. Such indemnity includes costs of negotiation or defense, any other costs incurred, and reasonable attorney's fees.

In all instances in which Grantee is obligated to indemnify another ("Indemnatee") as provided for in this franchise, Grantee's obligation is conditioned upon (i) the Indemnatee giving Grantee written notice of all claims, damage, losses, suits, and any other event which is in any way related to or asserted by Indemnatee as a basis for such obligation, which notice shall be given immediately after Indemnatee becomes aware thereof, (ii) Grantee being afforded the sole right to the defense of such matter with legal counsel satisfactory to Grantee, and Grantee having the sole right to determine the disposition of such matter, (iii) Indemnatee providing reasonable cooperation to Grantee,

at no cost to Indemnitee, in the successful defense of such matter as may be reasonably requested by Grantee and (iv) no settlement or other disposition being made by Indemnitee of any matter for which a claim of indemnification or to be held harmless will be made, without the prior written consent of Grantee. In the event any Indemnitee settles or compromises any claim for which indemnification is claimed hereunder, without the express written consent of Grantee, and provided that Grantee has fully complied with the provisions set forth herein, Grantee shall be released and absolved for all liability with respect thereto.

B. The City shall notify Grantee promptly upon becoming aware of any pending or threatened complaint, cause of action, lawsuit or similar claim giving rise to an indemnification right hereunder.

C. It is not the intent of this ordinance to acknowledge, create, imply, or expand any duty or liability of the City with respect to its role as permitting authority, in the exercise of its police power or for any other purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

D. City shall at all times fully defend, indemnify, and hold harmless Grantee, its boards, officers, agents and employees harmless from any and all third party claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the City, whether singularly or jointly with others who are under the control or direction of the City, its representatives, grantees, employees or contractors. Such indemnity includes costs of negotiation or defense, any other costs incurred, and reasonable attorney's fees.

In all instances in which the City is obligated to indemnify another ("Indemnitee") as provided for in this franchise, the City's obligation is conditioned upon (i) the Indemnitee giving the City written notice of all claims, damage, losses, suits, and any other event which is in any way related to or asserted by Indemnitee as a basis for such obligation, which notice shall be given immediately after Indemnitee becomes aware thereof, (ii) the City being afforded the sole right to the defense of such matter with legal counsel satisfactory to the City, and the City having the sole right to determine the disposition of such matter, (iii) Indemnitee providing reasonable cooperation to the City, at no cost to Indemnitee, in the successful defense of such matter as may be reasonably requested by the City and (iv) no settlement or other disposition being made by Indemnitee of any matter for which a claim of indemnification or to be held harmless will be made, without the prior written consent of the City. In the event any Indemnitee settles or compromises any claim for which indemnification is claimed hereunder, without the express written consent of the City, and provided that the City has fully complied with the provisions set forth herein, the City shall be released and absolved for all liability with respect thereto.

E. Grantee shall notify the City promptly upon becoming aware of any pending or threatened complaint, cause of action, lawsuit or similar claim giving rise to an indemnification right hereunder.

Section 13. Insurance.

A. During the term of this franchise, the Administering Officer, with the advice of the City Risk Manager and City Attorney may review the relative risk of Grantee's installation and operations and direct changes to insurance and liability protections as he/she may require. Unless so modified, Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of at least five hundred thousand dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) aggregate, with the City of Spokane named as an additional insured.

B. Any Grantee insurance policy or approved self insurance arrangements addressing requirements of this franchise, including this section, section 12, or otherwise because of Grantee's negligent or intentional acts or omissions shall be primary to any City insurance coverage for risks included in Grantee's operations. On or before June 1st of each year and at the time of granting this franchise, Grantee shall file with the City Clerk, with Copy to the City Risk Manager, proof of continued insurance coverage, at least in the amounts required in this Section, through a Certificate of Insurance, including the additional insured endorsement indicating City coverage required herein and a provision that said coverage may not be cancelled without at least thirty (30) days notice to the City, filed as above provided.

Section 14. Taxes, fees.

A. The parties understand that RCW 35.21.860 currently prohibits a municipal franchise fee for permission to use the right of way for telephone business purposes, as that activity is legally defined in that context. If this prohibition is removed, Grantee and the City shall negotiate in good faith regarding the assessment of a reasonable franchise fee, consistent with any applicable requirements of the 1996 federal Telecommunications Act.

B. The parties further understand that RCW 35.21.870 currently limits the rate of City tax upon telephone business activities to six percent (6%) of gross receipts, unless a higher rate is approved by vote of the people. The parties agree however that nothing in this franchise shall limit the City's power of taxation in accordance with applicable laws, as may now or hereafter exist. Grantee stipulates that, to the extent provided by applicable laws, its telephone business activities now or hereafter conducted in the City of Spokane include taxable activities subject to the six percent (6%) rate to be included in gross receipts received, as imposed under the City's telephone business tax, adopted in

chapter 8.10 SMC. This provision does not limit the City's power to amend chapter 8.10 SMC as may be permitted by applicable law.

C. Grantee will pay the City all reasonable, actual administrative costs incurred by the City directly related to granting, enforcement, renewal, transfer or otherwise relating to administration of Grantee's interests or activities in the City of Spokane, as ordered by the Administering Officer, whether as a result of actual, documented accrued in house staff time or out-of-pocket expenses or administrative costs. If the expenses are anticipated to exceed one thousand dollars (\$1,000) in any calendar year, the Administering Officer shall give the Grantee at least thirty (30) days prior notice before incurring costs except in case of emergency or where there is an immediate danger to the public health and safety, or if Grantee has previously been provided written notice and an opportunity to cure as provided by this franchise of the problem generating the costs. Grantee may seek review of receipt of such notice within ten (10) days of notification to the Hearings Examiner as provided hereafter in paragraph 15D. Such costs may further be based on receiving and approving permits or licenses, inspecting plans and construction, or relating to the preparation of a detailed statement pursuant to chapter 43.21 C RCW. Upon request of Grantee, the City shall submit detailed and itemized proof of any charges or expenses incurred. To the extent not included previously, Grantee may also request a written estimate from the Administering Officer, in advance or costs planned to be expended by the City, and Grantee may object to any cost as provided hereafter in the case of a challenged cost billed by the City. Except as otherwise provided or pending review by the Hearings Examiner, said fees must be paid within thirty (45) days of receipt of the City's billing. Grantee will pay all other taxes required by applicable law to be paid by Grantee in the manner required by applicable law applicable to its operations or activities within the City of Spokane, all such obligations also being a condition of this franchise.

D. Grantee shall make all required payments in the form, intervals and manner requested by the City Treasurer, and furnish him/her any information related to his/her revenue collection functions reasonably requested. In case of audit, the Treasurer may require Grantee to furnish a verified statement of compliance with Grantee's obligations or to respond to specific questions, certified by a responsible officer of Grantee. All audits will take place on Grantee's premises or offices furnished by Grantee, which shall be a location mutually agreed to by both parties on a case by case basis. Grantee agrees, upon request of the City Auditor, to provide copies of all documents filed with any federal, state, or local regulatory agency, to be mailed to the City Auditor on the same day as filed, postage prepaid, affecting any of Grantee's facilities or business operations in the City of Spokane.

Section 15. Franchise administration.

A. General administration of this franchise for the City is through the office of the Administering Officer, an official appointed by the Mayors Office. All questions of

application, interpretation, conflict or ambiguity arising out of or in connection with this franchise are determined by the Administering Officer, except as otherwise specifically stated. Notwithstanding the foregoing, Grantee does not waive, relinquish, or release any rights it has under applicable laws to challenge, in law or in equity, the administration of this franchise or any determination by the Administering Officer.

B. The Administering Officer may promulgate rules, interpret provisions, resolve conflicts and develop procedures needed to implement and enforce the franchise provisions. Considering Sections 1, 2, 4, 16, and the other portions of this franchise and Ch. 12.09 SMC, the Administering Officer may grant exceptions or impose additional requirements relating to public health and safety issues involving the franchise. The Administering Officers imposition of additional exceptions or requirements shall not be a defense to any franchise obligation unless set forth in writing by the Administering Officer. Exceptions previously granted by the City can only be revoked upon at least one-hundred twenty (120) days prior written notice to Grantee, and Grantee shall have the right to contest such revocation. The Administering Officer may issue inspection or compliance orders upon prior reasonable written notice to Grantee, together with a compliance schedule as deemed necessary. For the performance of all franchise obligations, Grantee understands that time is of the essence.

C. Should Grantee wish to challenge any obligation or requirement arising under this franchise, Grantee must submit a written request showing the basis of Grantee's position. The Administering Officer may also request any additional information deemed reasonably necessary. Within twenty (20) days after receiving Grantee's submittal and any requested information, the Administering Officer shall issue a decision, and in the case of any challenged cost, a finding determining the true and allowed amount of said cost. The Administering Officer may set off any allowed cost against any other cost owing the City, whether under this franchise or otherwise arising between Grantee and the City.

D. Grantee may appeal any decision of the Administering Officer to the City Hearings Examiner by filing a written notice of appeal within ten (10) days of receipt of the notice issued by the Administering Officer, with copies also sent to the Administering Officer and City Attorney. The notice must include a copy of the decision and record submitted to the Administering Officer by Grantee. The Hearing Examiner shall request the Administering Officer to submit any response thereto within ten (10) days. After this, the Hearing Examiner shall schedule an administrative hearing within twenty (20) days and decide the question submitted. The Examiner's decision is final, PROVIDED, the parties agree it shall be subject to judicial review solely on the question of whether the decision is arbitrary and capricious, clearly erroneous, or contrary to law, considering the record presented to the Hearings Examiner.

Section 16. Acts discretionary, reservation of authority.

A. All City acts undertaken pursuant to this franchise, except as otherwise required by law, shall be deemed discretionary, guided by considerations of the public health and safety, sections 1, 2, 4, other provisions of this franchise and SMC 12.09.020. Grantee stipulates and agrees that this franchise is subject to the City Charter of the City of Spokane. Grantee understands the Charter's provisions are incorporated herein, where applicable. Grantee agrees that the City reserves all municipal powers now or hereafter granted by applicable law, including without limitation the power to tax and license, regulate activities (except those under exclusive WUTC or FCC authority or as otherwise preempted) and land use, protect the public health and safety, and regulate and control use of public right of way.

B. Should Grantee have any question as to a conflict or ambiguity with respect to its rights under this franchise or applicable federal or state law, it agrees to first submit the same first to the Administering Officer, with any supporting materials or authorities. The Administering Officer may hold a hearing or refer the matter to the Hearings Examiner for prompt resolution. The intent of this provision is to provide a quick and efficient means of understanding and resolving problems arising under this instrument, consistent with the objectives of any general municipal regulatory program, as now or hereafter arising and other applicable laws.

Section 17. No transfer, no stock to be issued.

A. This franchise shall not be sold, leased, assigned, or otherwise alienated without the express consent of the City, expressed by ordinance of the City Council passed for that purpose, and no rule of estoppel shall be invoked against the City in case the City shall assert the invalidity of any attempted transfer in violation of this section; provided, however, that consent shall not be unreasonably withheld. No consent of the City shall be required where the requested assignment is in the nature of a change of name or a change in the nature of a reorganization or merger, there being no other change in the resulting entity's ability to meet its franchise obligations, but Grantee agrees to provide written notice within ten (10) business days of such transfer and written documentation that the assignee has assumed the obligations of Grantee hereunder.

B. Grantee promises never to issue any capital stock on account of this franchise or any permission granted under the terms of this ordinance, or the value thereof. Grantee further agrees that it will not have any right to receive, upon a condemnation proceeding or other negotiation by the City to acquire the properties of the Grantee, and payment or award on account of this franchise or permission or its value. Grantee waives all such claims against the City. The City shall have no obligation to make any payment to Grantee or award in condemnation for any other asset or interest of Grantee, except as required under the State of Washington and United States Constitutions or as state or federal laws may preemptively require. Grantee may seek compensation from the condemning authority for losses, expenses, damages and other claims resulting to or

incurred by Grantee for damage or loss to property, relocation expenses, and similar claims as a result of such condemnation

C. Grantee shall not lease any portion of its franchised telecommunications system without the City's prior consent as expressed by ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. However, and notwithstanding anything herein to the contrary, Grantee may lease any portion of its telecommunications system in the ordinary course of its business without otherwise obtaining the City's consent by ordinance, so long as Grantee remains solely responsible for locating, servicing, repairing, relocating or removing such portion of its telecommunications system. A lessee of any portion of Grantee's telecommunications system shall not obtain any rights under this franchise.

D.

(A) Notwithstanding anything herein to the contrary, Grantee may sell portions of its telecommunications system in the ordinary course of its business, without otherwise obtaining the City's consent by ordinance, so long as Grantee complies with the following conditions:

(1) The sale is to the holder of a current existing, valid franchise, license, permit, or other similar right granted by the City, or the sale is to an entity that acquires all or substantially all of Grantees' assets or equity by sale, merger, consolidation or otherwise, even if such entity does not have a current, existing, valid franchise, license, permit, or other similar right granted by the City;

(2) Within ten (10) business days of the sale being executed and becoming final, Grantee shall provide written notice to the City, describing the portions of the telecommunications system sold by the Grantee, identifying the purchaser of the facilities, the location of the facilities, and providing an executed or redacted counterpart copy of the sales documents, as such may be permitted by the terms of such documents;

(3) Grantee remains solely responsible for locating, servicing, repairing, relocating or removing its remaining telecommunications system; and,

(4) Within ten (10) business days of the sale being executed and becoming final, the purchaser of such facilities shall file written notice to the City that it has assumed sole responsibility for locating, servicing, repairing, relocating or removing the purchased facilities under the purchaser's current, existing valid franchise, license, permit or other similar right granted by the City. The purchaser shall not obtain any of the Grantee's rights under this franchise, except if it is a purchaser of all or substantially all the assets or equity of Grantee by sale, merger, and consolidation or otherwise, in which case this Telecommunications Franchise shall be assigned to the purchaser.

Section 18. Additional.

A. Except as provided heretofore, if any provision is held unlawful or unenforceable by a court of competent jurisdiction, in general or in any specific circumstance, it shall not affect the remainder. The parties agree also as an option in this case that affected portions of the franchise may be mutually renegotiated, and that such agreement may include severability of any affected portion.

B. In the event of significant change in the law regulating Grantee's activities under this franchise or change in municipal authority to act under the terms of the franchise, or significant change or advancement in technology governing Grantee's functions, the parties, upon mutual agreement, may renegotiate any or all provisions of this franchise, but no obligation to do so is created by this section, unless otherwise provided or required by applicable law.

C. The City reserves the right at its discretion to apply any of the following remedies, alone or in combination, in the event Grantee violates any material provision of this franchise:

(1) Recover specific damages from all or any part of the security provided pursuant to this franchise, provided, however, the assessment shall be for such amount as the City reasonably determines is necessary to remedy the violation;

(2) Commence litigation seeking recovery of monetary damages or specific performance of this franchise, as such remedy may be available; or

(3) Suspend the Grantee's franchise rights related to the violation, until the Grantee corrects or otherwise remedies the violation;

The City shall give Grantee thirty (30) days prior written notice of its intent to exercise any of its rights under this Section 18C, identifying the reasons for such action. If Grantee removes or otherwise cures the asserted violation constituting the stated reason within the thirty (30) day notice period, or if cure is not reasonably possible within the thirty (30) day period and the Grantee initiates good faith efforts satisfactory to the City within the thirty (30) day period to cure the asserted violation constituting the stated reason and the efforts continue in good faith, the City shall not exercise its rights under this Section 18C. If Grantee fails to remove or otherwise cure the asserted violation constituting the stated reason within the thirty (30) day notice period, or if the Grantee does not undertake and continue efforts reasonably satisfactory to the City to remedy the stated reason, then the City may exercise any or all of the remedies available under this Section 18C or such other rights as the City may lawfully possess. However in no event shall City exercise its rights under this Section 18C if a bona fide, good faith dispute exists between City and Grantee.

D. Grantee may abandon and surrender its franchise to the City upon six (6) months written notice to the Administering Officer, with copies thereof served upon the City Manager and City Attorney. Abandonment shall be subject to acceptance by the City, by a resolution of acceptance adopted by the City Council, which acceptance shall not be unreasonably withheld, conditioned or delayed.

E. Upon abandonment, non renewal, revocation, or expiration of this franchise and if no extension is granted, Grantee may, at the discretion of the Administering Officer, be required in part or entirely, to remove, within a reasonable time, all its fiber, wire, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the franchise. Alternatively, the Administering Officer may direct, limit or condition Grantee's removal, sale or continued use or abandonment of Grantee's facilities and equipment, either by agreement or through means of any other lawful municipal power or right. The City may continue to invoke any provision of this franchise against Grantee or any successor entity actually enjoying de facto franchise privileges after revocation or expiration. The City may take all other actions deemed reasonably necessary and proper by the City to accommodate the transition to any successor as may be in the best interests of the City and its residents. Grantee shall provide the City with a reasonable basis to declare abandonment, such as not providing service for a period of six months or longer, or a letter expressing such intent from the Grantee.

F. This franchise is governed by the laws of the State of Washington, except to the extent federal laws supersede or take precedence over state laws, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in the state or federal courts of the State of Washington.

Section 19. Effective date.

The provisions of this ordinance and grant of franchise permission shall be effective as of _____, 2014, and remain in force and effect for the remainder of the term, as specified in Section 3; PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk prior _____, 2014.

Passed the City Council _____, 2014.

COUNCIL PRESIDENT

Attest: _____

City Clerk

Approved as to form:

Assistant City Attorney

Signed: _____
MAYOR

Date: _____

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. _____, effective _____, 2014.

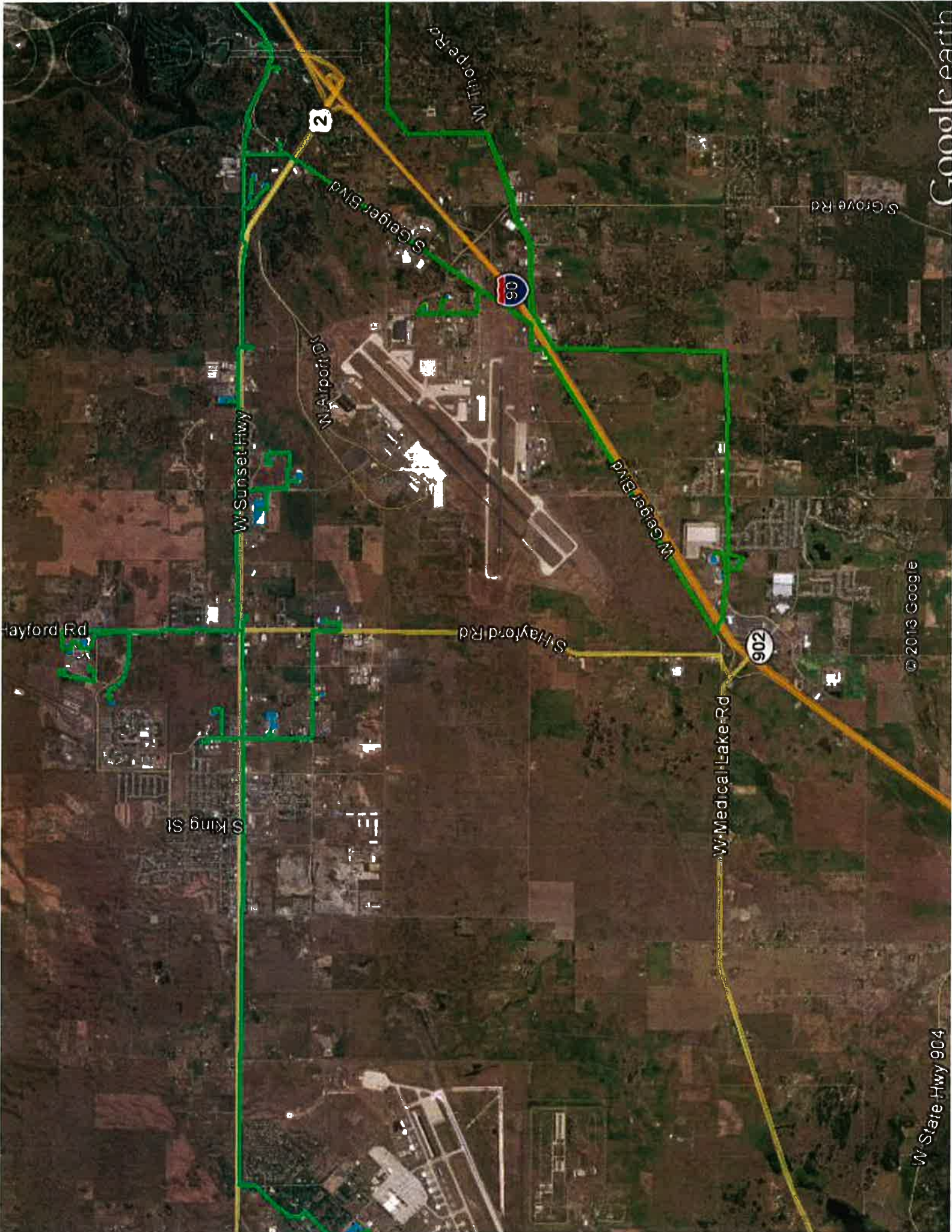
I, _____, am the _____ of tw telecom holdings inc., sole member of tw telecom of washington llc, and am an authorized representative to accept the above referenced City franchise ordinance on behalf of tw telecom of washington llc.

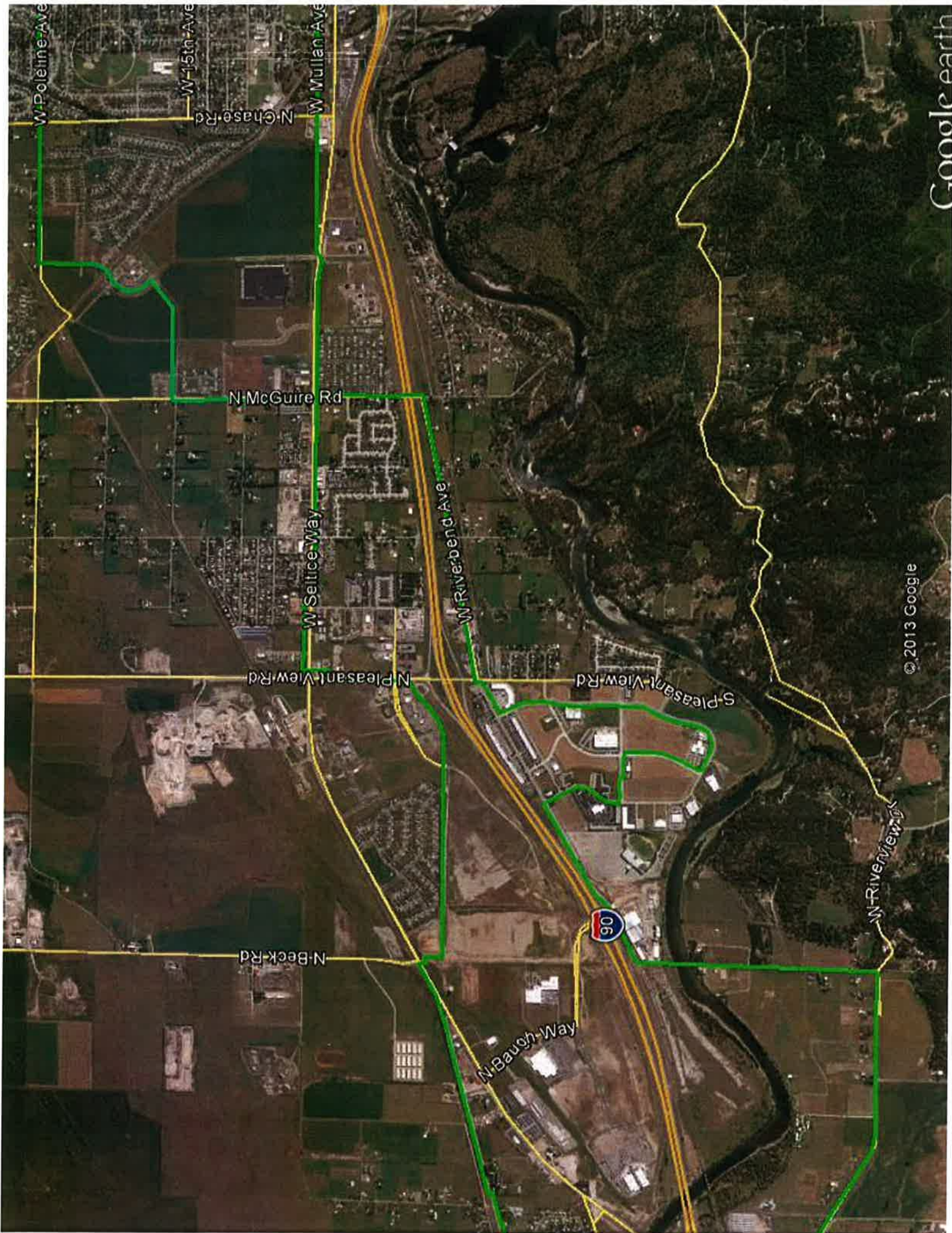
I certify that this franchise and all terms and conditions thereof are accepted without qualification or reservation.

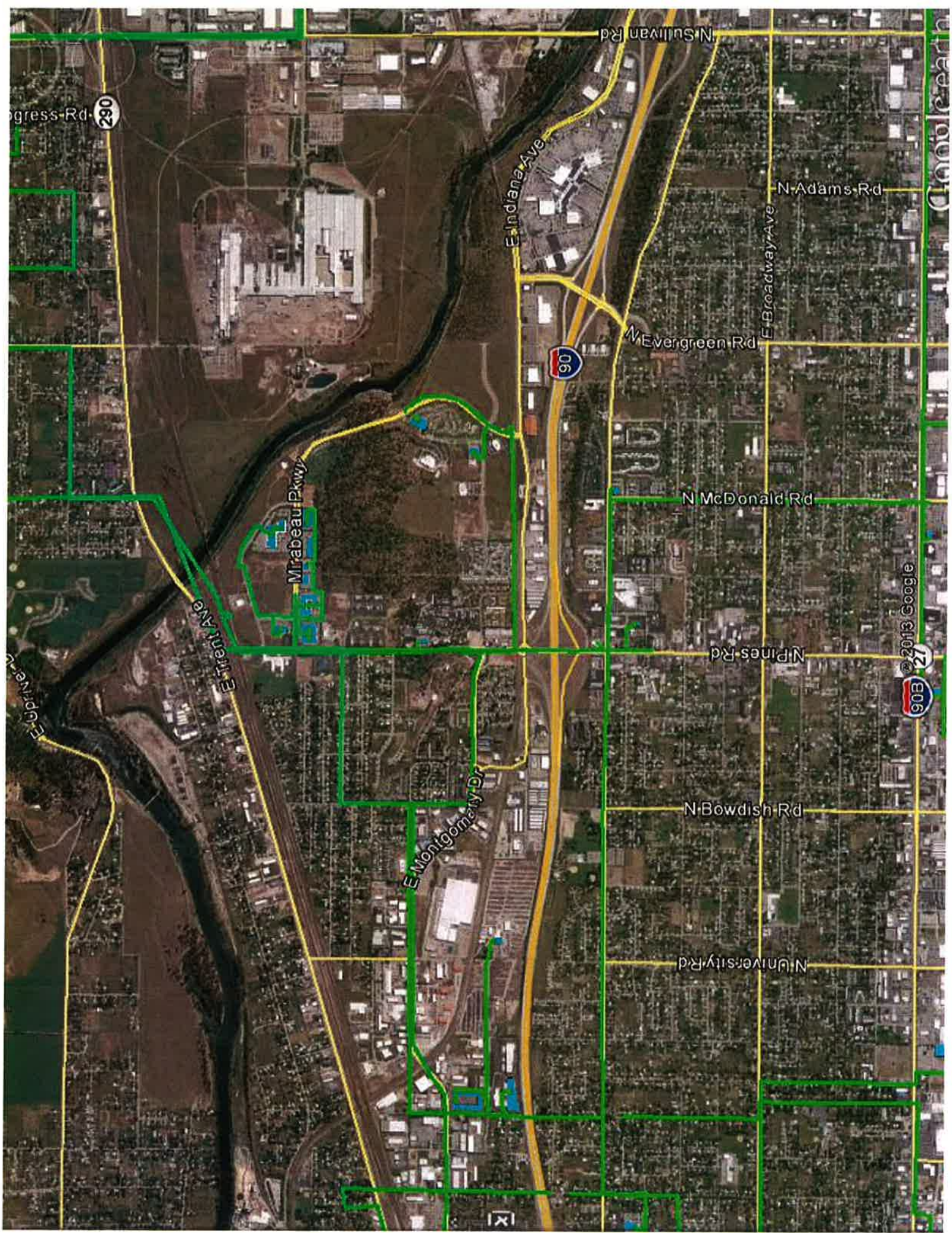
DATED this _____ day of _____, 2014.

Witness: _____

Local agent, address for process:
CT Corporation System
1801 West Bay Drive NW
Suite 206
Olympia, WA 98502





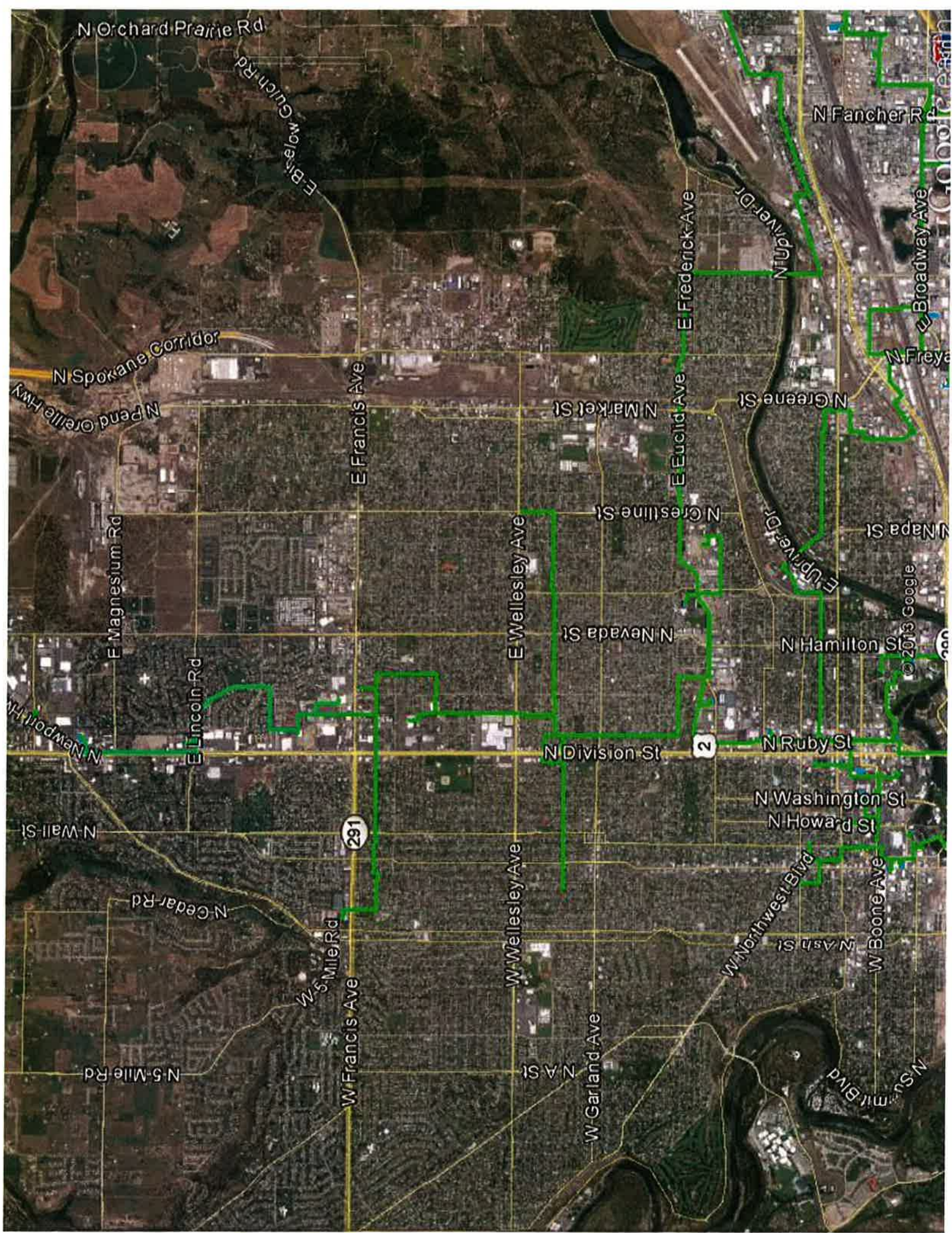


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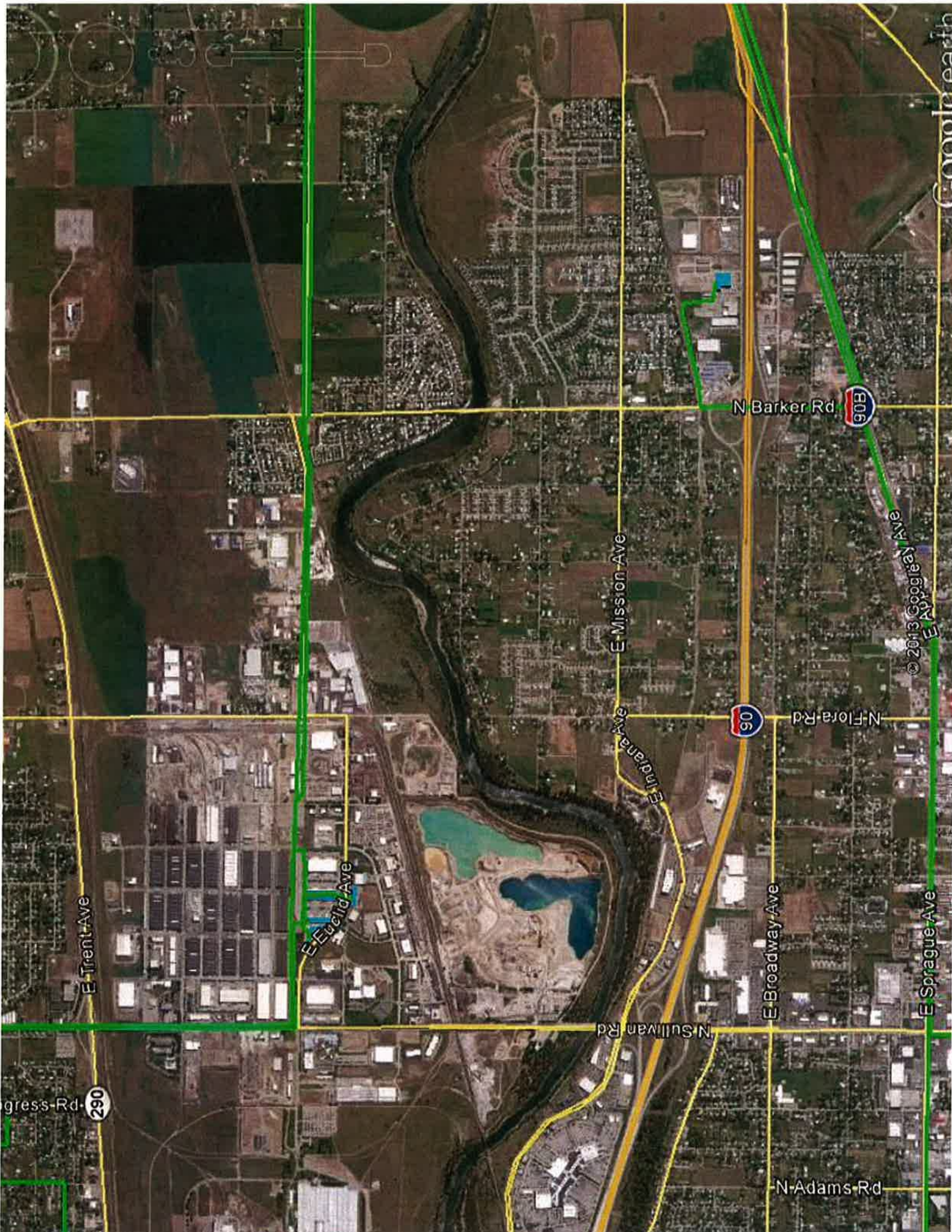
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90B 27

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gress Rd

290

E Trent Ave

E Euclid Ave

N Sullivan Rd

E Broadway Ave

N Adams Rd

E Indiana Ave

E Mission Ave

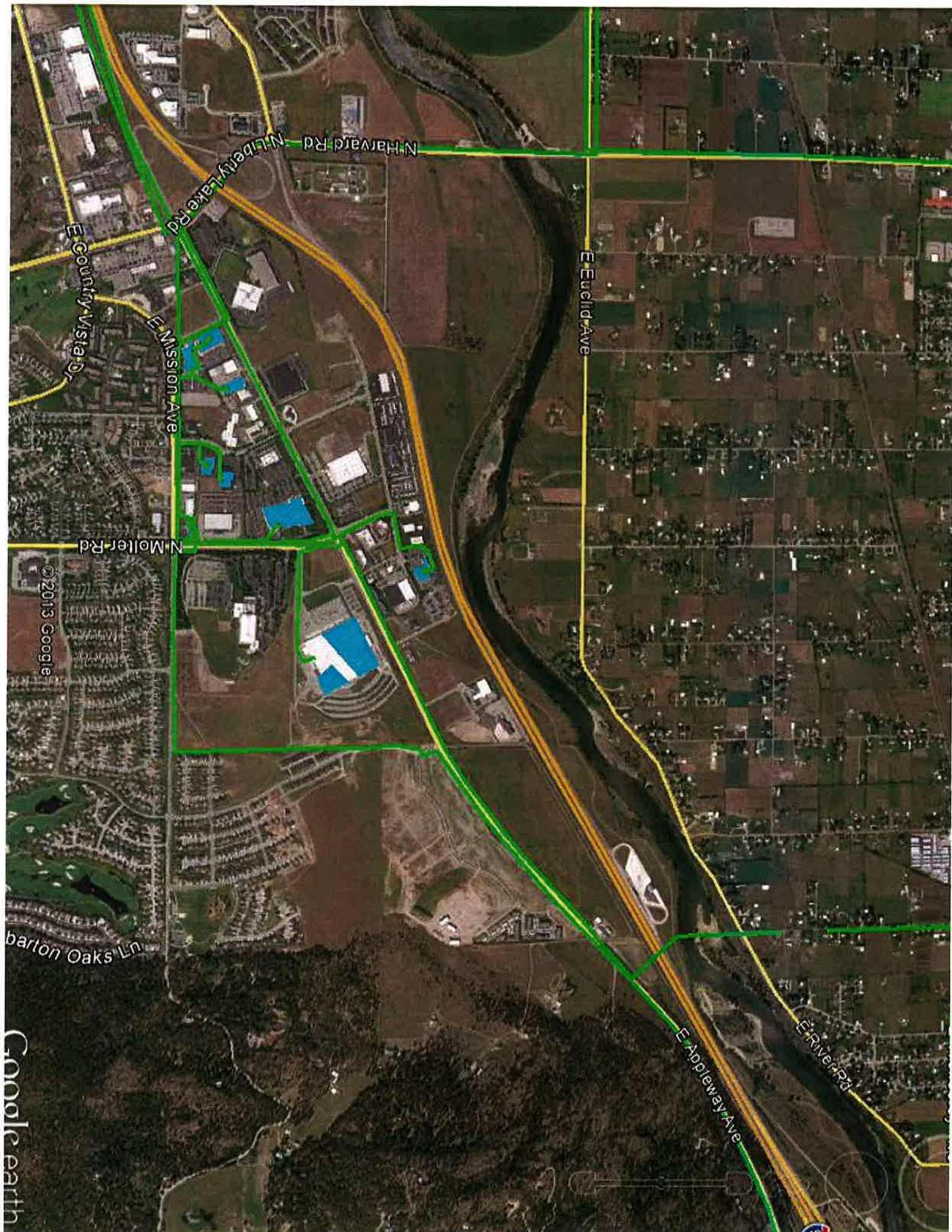
N Barker Rd

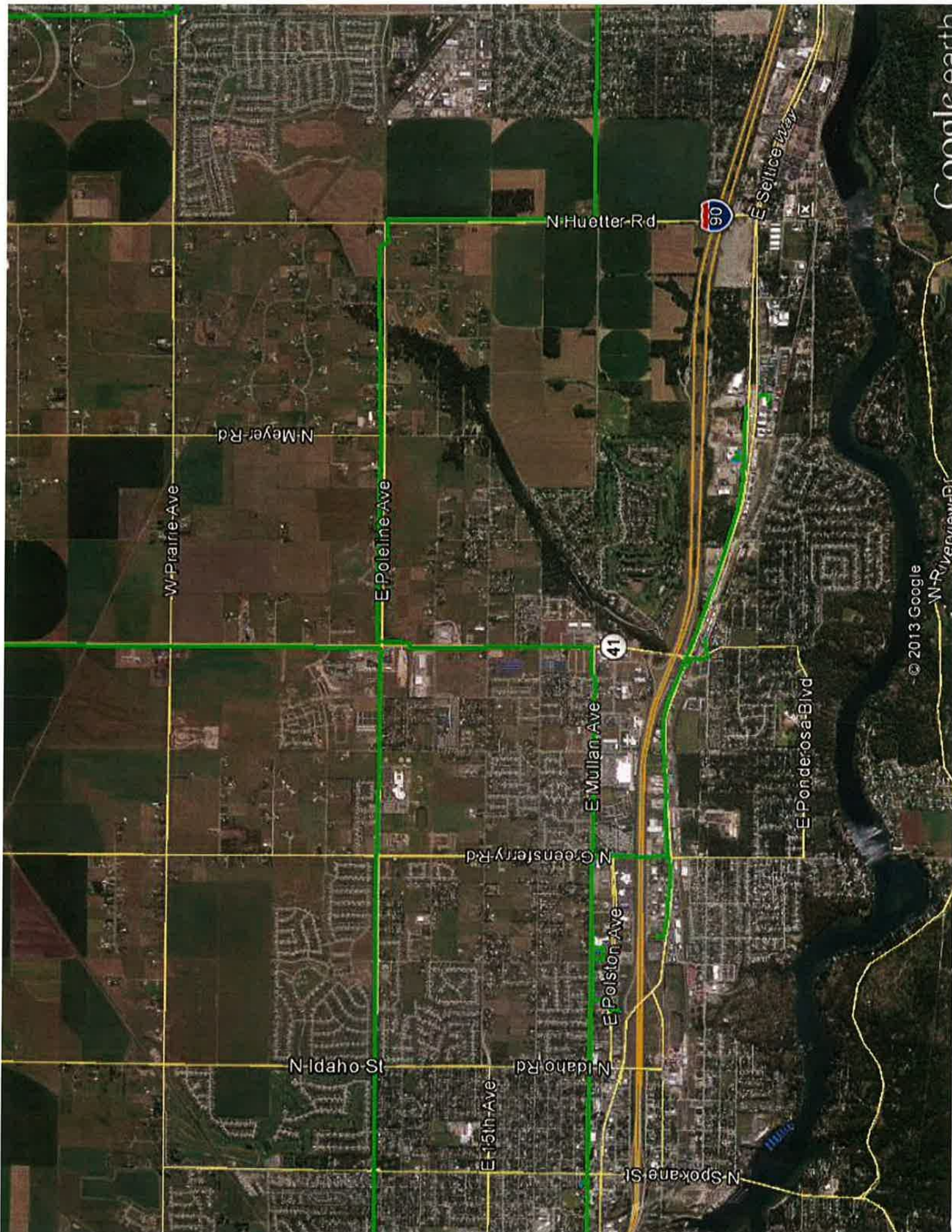
N Flora Rd

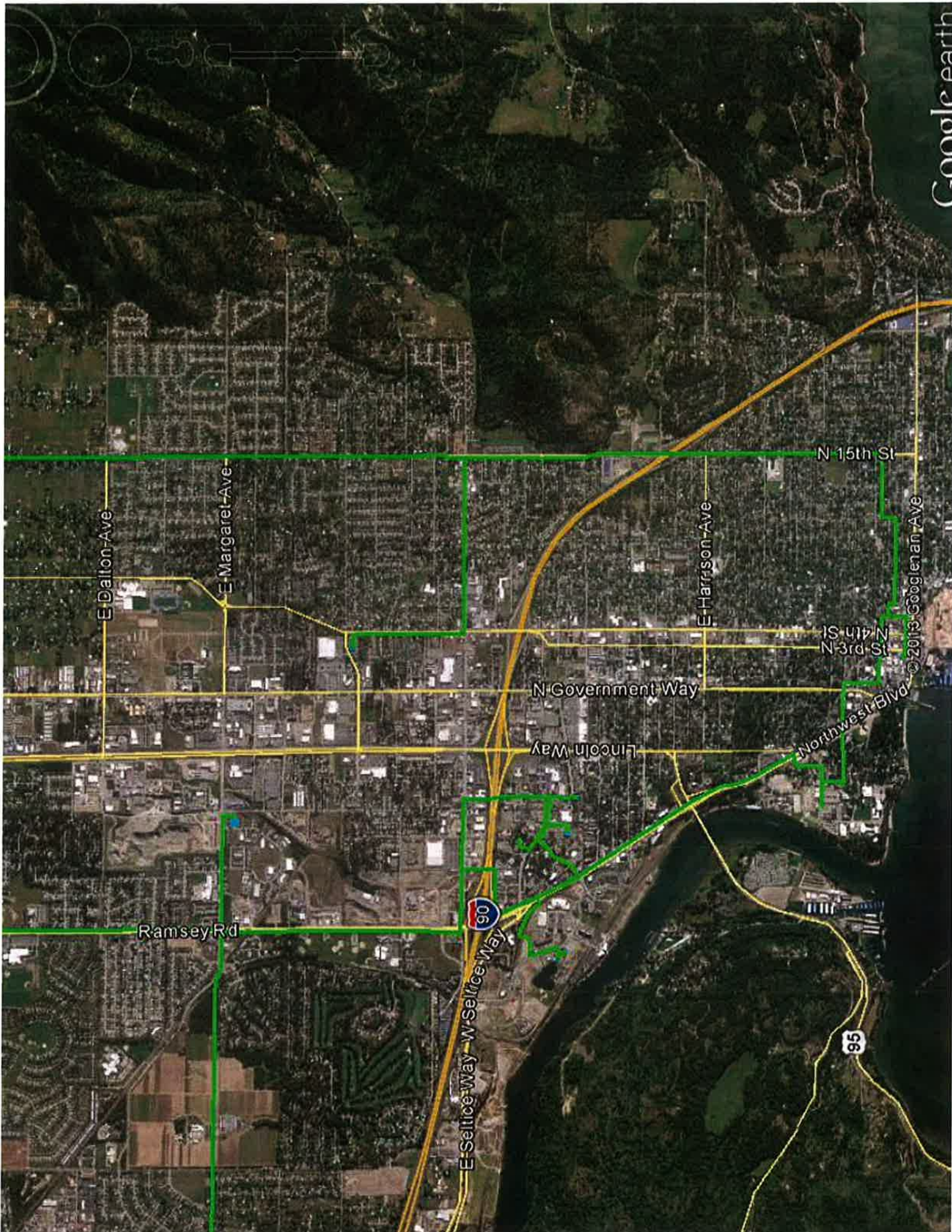
E Sprague Ave

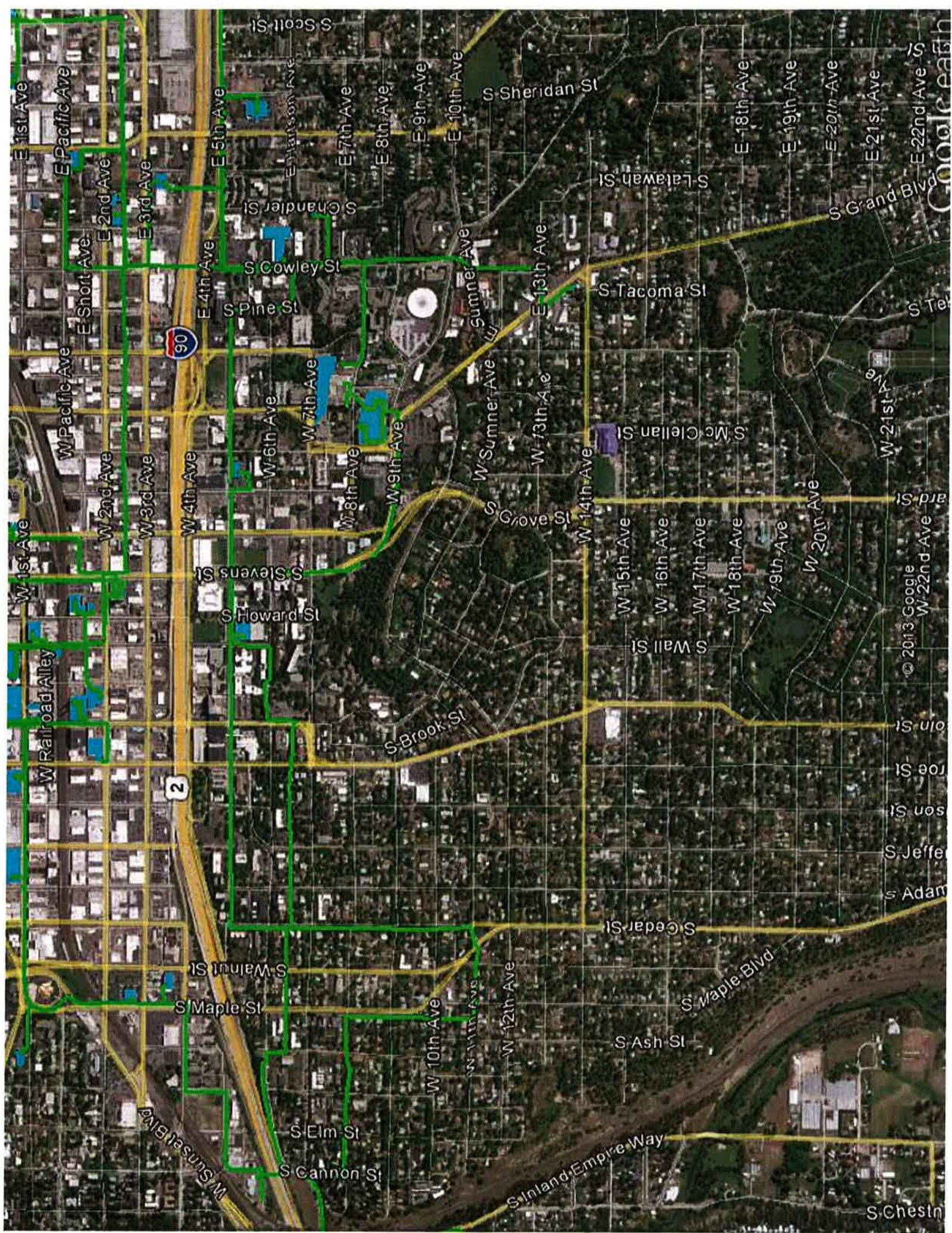
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Google Earth











**Agenda Sheet for City Council Meeting of:**

04/21/2014

Date Rec'd

4/10/2014

Clerk's File #

CPR 2014-0030

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

JON SNYDER 6254

Project #Contact E-Mail

JSNYDER@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Considerations

Requisition #Agenda Item Name

0320 LETTER TO STEVE TUCKER

Agenda Wording

A letter to Spokane County Prosecutor Steve Tucker regarding the criminal review process for officer involved shootings.

Summary (Background)

This letter requests that the Spokane County Prosecutor speed up the criminal review process for officer involved shootings to ensure that the process is done in a timely manner for the benefit of the citizens and the police officers involved.

Fiscal ImpactBudget Account

Select \$

#

Select \$

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Select \$

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Select \$

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ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOtherFinance

DUNIVANT, TIMOTHY

Distribution ListLegal

DALTON, PAT

For the Mayor

CODDINGTON, BRIAN

Additional ApprovalsPurchasing

Honorable Steven Tucker, Spokane County Prosecutor,

We write you today to urge swift action in regards to the criminal review process as it relates to officer involved shootings concerning the Spokane Police Department.

We understand that the criminal review process must be undertaken with great care. But we also believe that a process which can take months and sometime more than a year to come to a close does not serve the best interests of the citizens of Spokane or the police officers who are involved in these incidences. In the past, there have been times where the process has taken up to a year for the Prosecutor's to render a decision on whether to pursue charges. Recently, the Department of Justice questioned the length of time that it has taken many officer involved shooting cases to undergo prosecutorial review. We echo their concerns that delays and extensions in the review process, unless tied to new evidence or extenuating circumstances, do not serve the best interests of the people or the law enforcement personnel involved.

To that end, we respectfully request that your office allocate the necessary resources to pending and future officer involved shooting incidences so that the review process is completed in a timely manner in order to assure that the public and the police officers involved will have closure sooner rather than later.

Sincerely,

Ben Stuckart
Council President

Jon Snyder
Councilmember

Candace Mumm
Councilmember

Amber Waldref
Councilmember

Mike Allen
Councilmember

Steve Salvatori
Councilmember

Mike Fagan
Councilmember