

## **CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM**

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

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

### **Rule 2.2 Open Forum**

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

### **Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits**

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
  - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
  - e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
  - f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.



# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 30, 2018

### **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 BREEAN BEGGS**

**COUNCIL MEMBER MIKE FAGAN**

**COUNCIL MEMBER CANDACE MUMM**

**COUNCIL MEMBER KATE BURKE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER KAREN STRATTON**

**CITY 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 THURSDAYS 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 entrance 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](http://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 Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources 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

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## ADMINISTRATIVE SESSION

Roll Call of Council

## CONSENT AGENDA

### REPORTS, CONTRACTS AND CLAIMS

### RECOMMENDATION

- |    |   |         |                              |
|----|---|---------|------------------------------|
| 1. | Value blanket with Datec, Inc. (Seattle, WA) for rugged laptops, including tablets and accessories, utilizing Washington State Contract #05815 which runs through March 31, 2020—\$895,000.<br><b>Justin Lundgren</b>   | Approve | OPR 2018-0251                |
| 2. | Authorization to increase the administrative reserve on the Contract with Shamrock Paving, Inc (Spokane, WA) for Mission Avenue Grind & Overlay - Division Street to Hamilton Street—increase of \$80,000 for a total administrative reserve of \$191,411.41 or 17.2% of the contract price (Logan Neighborhood).<br><b>Kyle Twohig</b> | Approve | PRO 2017-0032<br>ENG 2014092 |
| 3. | Contract with Craig Trueblood and K&L Gates to act as Special Counsel for the City to provide legal advice and counsel regarding environmental matters for the Wastewater Management Department—\$53,100.<br><b>Mike Ormsby</b>   | Approve | OPR 2018-0252                |

- |    |   |                                    |                              |
|----|---|------------------------------------|------------------------------|
| 4. | Contract Extensions to extend time and increase funds for Project Management assistance from May 1, 2018 through December 31, 2018 with:  | Approve<br>All                     |                              |
|    | a. Nuvodia, LLC (Spokane, WA)—\$400,672 (plus tax).   |                                    | OPR 2017-0267<br>RFP 4340-17 |
|    | b. Volt Workforce Solutions (Spokane Valley, WA)—\$56,146 (plus tax).   |                                    | OPR 2017-0876<br>RFP 4340-17 |
|    | <b>Michael Sloon</b>  |                                    |                              |
| 5. | Interagency Agreement to formally set forth the terms and conditions by which the City and WSDOT will operate, maintain, and repair the Underground Infrastructure that was installed under prior agreements to continue to promote the transportation benefits to the CITY, WSDOT, and the Spokane region. In addition, it is the intent of the parties that additional System Segments may be added by amendment, as mutually agreed upon by the parties. The term of this Agreement shall be ten (10) years. | Approve                            | OPR 2018-0254                |
|    | <b>Michael Sloon</b>  |                                    |                              |
| 6. | Contract with HDR to develop a contingency plan to continue operations in the event of a catastrophic failure at the Waste to Energy Facility—\$64,449.   | Approve &<br>Authorize<br>Contract | OPR 2018-0255                |
|    | <b>David Paine</b>  |                                    |                              |
| 7. | Multiple Family Housing Property Tax Exemption Agreement with Jerry McNairy for one multi-family building with four units located at 1534 East 7th Avenue.  | Approve                            | OPR 2018-0256                |
|    | <b>Ali Brast</b>  |                                    |                              |
| 8. | Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2018, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.   | Approve &<br>Authorize<br>Payment  | CPR 2018-0002                |
| 9. | City Council Meeting Minutes: _____, 2018.  | Approve<br>All                     | CPR 2018-0013                |

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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# **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.

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## **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)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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## **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.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

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## **LEGISLATIVE AGENDA**

**SPECIAL BUDGET ORDINANCES**(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

ORD C35613      Park and Recreation Fund  
FROM: Unappropriated Reserves, \$300,000;  
TO:      Cumulative Reserve Fund, \$300,000;

and

Park Cumulative Reserve Fund  
FROM: Park and Recreation, \$300,000;  
TO:      Machinery / Equipment Fund, \$300,000.

(This action allows budgeting for an Emergency Repair and Replacement Reserve.)

**Mark Buening**

ORD C35614      Park and Recreation Fund  
FROM: Park Planning, Project Employee, \$34,354;  
TO:      Parks Planning, Park Planning Technician, \$34,354.

(This action creates an additional Park Planning Technician position [from 0 to 1].)

**Garrett Jones****NO EMERGENCY ORDINANCES****RESOLUTIONS**(Require Four Affirmative, Recorded Roll Call Votes)

RES 2018-0022      Declaring JustWare by Journal Technologies, Inc. as a sole source for  
OPR 2018-0253      Legal Case Management Systems software and authorizing staff to  
negotiate and execute a contract with Journal Technologies, Inc., for the  
procurement—\$117,327.76 (incl. tax).

**Michael Sloon**

RES 2018-0034      Authorizing a Joint Resolution with Spokane County in the matter of  
authorizing the Airport Board to acquire property located on Spokane  
County Assessor Parcel 45063.2240, comprising of 16,633 square feet  
of land which is adjacent to Felts Field Airport property.

**Larry Krauter**

RES 2018-0035      To establish a charter and allocate sufficient resources to fully  
implement adoption of the SRLJC's Racial Equity Toolkit.

**Council Member Beggs**

## NO FINAL READING ORDINANCES

### FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35615 Relating to the protection of public lands and properties within the City of Spokane and adopting a new article VI and sections 12.02.1000, 12.02.1002, 12.02.1004, 12.02.1006 and 12.02.1008 of the Spokane Municipal Code.  
**Council Member Kinnear**
- ORD C35616 Relating to Parks; amending Chapter 12.06 SMC and repealing 10.10.040 of the Spokane Municipal Code.  
**Council Member Kinnear**
- ORD C35617 (To be considered under Hearings Item H1.b.)

FURTHER ACTION DEFERRED

### SPECIAL CONSIDERATIONS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

- |     |  |                       |               |
|-----|--|-----------------------|---------------|
| S1. | Intertie agreement with the City of Medical Lake to supply water in the event of shortages and emergency needs—\$100,000 Revenue. (Deferred from March 5, 2018, Agenda)<br><b>Dan Kegley</b> | <u>RECOMMENDATION</u> |               |
|     |  | Approve               | OPR 2017-0726 |

### HEARINGS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

#### RECOMMENDATION

Staff requests withdrawal of the following Hearing item and related First Reading Ordinance C35617:

- |     |   |                                     |            |
|-----|---|-------------------------------------|------------|
| H1. | a. Vacating portions of Erie Street, as requested by City staff.                          | Approve<br>Subject to<br>Conditions |            |
|     | b. First Reading Ordinance C35617 vacating portions of Erie Street.<br><b>Eldon Brown</b> | Further<br>Action<br>Deferred       | ORD C35617 |

Motion to Approve Advance Agenda for April 30, 2018  
(per Council Rule 2.1.2)

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## **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.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

## **ADJOURNMENT**

The April 30, 2018, Regular Legislative Session of the City Council is adjourned to May 7, 2018.

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## **NOTES**



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

04/30/2018

<u>Date Rec'd</u>	4/18/2018
<u>Clerk's File #</u>	OPR 2018-0251
<u>Renews #</u>	

<u>Submitting Dept</u>	POLICE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JUSTIN LUNDGREN 625-4115	<u>Project #</u>	
<u>Contact E-Mail</u>	JCLUNDGREN@SPOKANEPOLICE.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VB
<u>Agenda Item Name</u>	0680 - DATEC RUGGED LAPTOPS & ACCESSORIES		

Agenda Wording

Approval to set up a value blanket for rugged laptops (including tablets) and accessories from DATEC INC (Seattle, WA) utilizing WA State contract # 05815 which runs through 03/31/2020. Est. amount for a 3 year period is \$895,000.00.

Summary (Background)

Rugged laptops are used by the Police Department's Patrol Unit on a daily basis. These sub compact laptops are replaced every five years. Additional laptops are also needed for new hires and to replace old machines that are incompatible with New World (the new CAD/RMS system). SPD plans to spend \$91,170.00 in 2018, \$650,000.00 in 2019 and about \$153,730.00 in 2020.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$ 895,000.00		# 5901-79115-94000-56409		
Select	\$		#		
Select	\$		#		
Select	\$		#		
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		LUNDGREN, JUSTIN		<u>Study Session</u>	PSCHC Meeting 04/09/2018
<u>Division Director</u>		LUNDGREN, JUSTIN		<u>Other</u>	
<u>Finance</u>		SCHMITT, KEVIN		<u>Distribution List</u>	
<u>Legal</u>		ODLE, MARI		spdfinance	
<u>For the Mayor</u>		DUNIVANT, TIMOTHY		cwahl	
<u>Additional Approvals</u>				mdoval	
<u>Purchasing</u>		WAHL, CONNIE			

## Briefing Paper

### (Public Safety & Community Health Committee)

<b>Division &amp; Department:</b>	Police
<b>Subject:</b>	Value blanket with Datec for laptops, tablet, and accessories
<b>Date:</b>	
<b>Contact (email &amp; phone):</b>	Justin Lundgren x4115 JCLUNDGREN@SPOKANEPOLICE.ORG
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	6-Year Capital Improvement Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Set up a value blanket in the amount of \$895,000 with Datec for laptops, docking cradles, rugged tablets and accessories. The value blanket will utilize WA State contract #05815 and run through March 31, 2020.
<p><u>Background/History:</u> <i>Patrol utilizes laptops every day in their patrol cars, so replacements of these laptops are needed on a 5 year rotation. In addition, many of the current laptops will be incompatible with the new CAD/RMS system and will need to be replaced.</i></p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• <i>Funds will be used to replace patrol laptops for SPD as current ones become nonfunctional</i></li> <li>• <i>Funds will be used to purchase sub-compact mobile data computers to be used by traffic patrol officers as well as docking stations for these computer to be multifunctional in patrol vehicles as well</i></li> <li>• <i>These technology improvements will ensure SPD officers are able to complete essential job functions in the field more effectively and efficiently.</i></li> <li>• <i>Value blanket of \$895,000 will be through March 31, 2020</i> <ul style="list-style-type: none"> <li>○ <i>\$91,170 in 2018</i></li> <li>○ <i>\$650,000 in 2019</i></li> <li>○ <i>\$153,730 in 2020</i></li> </ul> </li> <li>• <i>SIP Loan funds will be utilized for purchases</i></li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>If new, specify funding source: 5901 SIP Loan</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



STATE OF MINNESOTA  
Materials Management Division  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
Voice: 651.296.2600  
Fax: 651.297.3996



**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD  
WITH  
PANASONIC  
FOR**

**COMPUTER EQUIPMENT: (Laptops and Tablets including Related Peripherals  
& Services)**

To: Panasonic System Communications  
Company of North America  
Two Riverfront plaza, 6th floor  
Newark NJ. 07102

Contract Vendor Administrator:  
Michelle Chapin  
Email:  
[michelle.chapin@us.panasonic.com](mailto:michelle.chapin@us.panasonic.com)  
Phone: 973.303.7787

CONTRACT NO:

MNWN-124

CONTRACT PERIOD:

April 1, 2015, or upon final  
executed signatures,  
whichever is later

Through

March 31, 2017

EXTENSION OPTION:

UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement.; 2. Minnesota WSCA-NASPO Master Agreement; 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed intending to be bound thereby.

**1. PANASONIC**

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By:   
Signature

Donald W. Szczepaniak

Printed Name

Title: Vice President

Date: 3/8/15

By: \_\_\_\_\_

Signature

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. MINNESOTA MATERIALS MANAGEMENT DIVISION**

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: 

Title: Master Agreement Administrator

Date: 3/12/15

**3. MINNESOTA COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: Original signed

Date: \_\_\_\_\_

**MAR 12 2015**

**By Lucas J. Jannett**



COMPUTER EQUIPMENT  
2014-2019



**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD**

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## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSA-NASPO MASTER AGREEMENT AWARD

## SUMMARY

- BACKGROUND.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSA-NASPO Cooperative Procurement Program ("WSA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in this Minnesota WSA-NASPO Master Agreements with qualified manufacturers for **Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services).**

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

Band 2: Laptop

Band 3: Tablet

The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSA-NASPO Website.

- EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017, with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.
- PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.
- CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000
Services	Addressed by each State in participating addendum

\* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

**a. Software**

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

**b. Services**

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

**c. Third Party Products.**

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

**d. Additional Product/Services**

1. Hardware and software required to **solely support** wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.



## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT A - TERMS & CONDITIONS

### MASTER AGREEMENT TERMS AND CONDITIONS

#### A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:**

- a. A Participating Entity's Participating Addendum ("PA");
- b. Minnesota WSCA-NASPO Master Agreement
- c. The Solicitation including all Addendums; and
- d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.



Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
7. **MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle  
Acquisition Management Specialist  
Department of Administration  
Materials Management Division  
50 Sherburne Avenue  
112 Administration Building  
St. Paul, MN 55155

Fax: 651.297.3996  
E-mail: [susan.kahle@state.mn.us](mailto:susan.kahle@state.mn.us)

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:

- clearly mark all trade secret materials at the time the information is submitted;
  - include a statement with regard to the information justifying the trade secret designation for each item; and,
  - defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.
9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us). The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.
10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.
11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.
12. **IRREVOCABLE OFFER.** In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any



part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

- 13. MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
  - b. gives the Lead State something significantly different from that which the Lead State requested.
- 14. NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.
- 15. NOTICES.** If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

**STATE OF MINNESOTA:**

MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR  
50 Sherburne Avenue  
112 Administration Bldg.  
St. Paul, MN 55155  
651-296-2600

# MASTER AGREEMENT TERMS AND CONDITIONS

## B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");
2. Minnesota WSCA-NASPO Master Agreement
3. The Solicitation including all addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.

4. **ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

5. **ASSIGNMENT/SUBCONTRACT.** Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.

6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.

7. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF.**

**7.1 Confidentiality.** Contract Vendor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential

or would by its nature be deemed confidential obtained by Contract Vendor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contract Vendor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contract Vendor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contract Vendor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractor of Contract Vendor who can be shown to have had no access to the Confidential Information

**7.2 Non-Disclosure.** Contract Vendor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contract Vendor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contract Vendor shall advise Participating Entity immediately if Contract Vendor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contract Vendor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contract Vendor against any such person. Except as directed by Participating Entity, Contract Vendor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contract Vendor shall turn over to Participating Entity all documents, papers, and other matter in Contract Vendor's possession that embody Confidential Information. Notwithstanding the foregoing, Contract Vendor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

**7.3 Injunctive Relief.** Contract Vendor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contract Vendor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

**7.4 Participating Entity** is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT.** The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES.**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
- i. Nonperformance of contractual requirements; or
  - ii. A material breach of any term or condition of this Master Agreement; or
  - iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
  - iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
  - v. Any default specified in another section of this Master Agreement.

- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
  - c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
    - i. Exercise any remedy provided by law; and
    - ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
    - iii. Impose liquidated damages as provided in this Master Agreement; and
    - iv. Suspend Contract Vendor from receiving future bid solicitations; and
    - v. Suspend Contract Vendor's performance; and
    - vi. Withhold payment until the default is remedied.
  - d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
10. **DELIVERY.** Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.
11. **FORCE MAJEURE.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.
12. **GOVERNING LAW.** This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
13. **INDEMNIFICATION. DELETED SEE SECTION 2C17**
14. **INDEMNIFICATION – INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17**
15. **INDEPENDENT CONTRACT VENDOR.** The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.
16. **INDIVIDUAL CUSTOMER.** Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.
17. **INSURANCE.** Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's



state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b) Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. **LAWS AND REGULATIONS.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. **LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY.** ~~DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.~~

20. **NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. **ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

22. **PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

23. **PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

- 24. PAYMENT.** Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
- 25. PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.
- 26. RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

- 27. REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.
- Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).
  - Detailed Sales Data.** Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.
- Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.
- Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.

- d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

**28. ACCEPTANCE AND ACCEPTANCE TESTING.**

**a. Acceptance.** Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31<sup>st</sup> day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

**b. Acceptance Testing.** The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

**29. SYSTEM FAILURE OR DAMAGE.** In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

**30. TITLE OF PRODUCT.**

**OWNERSHIP**

a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.

b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.

c. Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. The Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement.

**31. WAIVER OF BREACH.** Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default,

right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.

- 32. WARRANTY.** The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following:: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.

For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.



# MASTER AGREEMENT TERMS AND CONDITIONS

## C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at [http://www.mmd.admin.state.mn.us/pdf/accessibility\\_standard.pdf](http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf).

Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
5. **AMERICANS WITH DISABILITIES ACT (ADA). DELETE**
6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
  - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.  
Instructions for certification:
    1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
    2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
  4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
  5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
  8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
9. **CHANGE REQUESTS.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.
11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, , including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.
12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.
13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.
14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.

15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.



- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

#### AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- (e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of

Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

- e. **Consequences.** The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.
- f. **Certification.** The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

- 17. INDEMNIFICATION.** The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the Lead State and the Participating Entity arising from the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

- 18. INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Master Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the Participating Entity, the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the Participating Entity the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law

- 19. JURISDICTION AND VENUE.** This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

- 20. LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

- 21. NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

**22. NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

**23. ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," "Master Agreement," "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

**24. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY.**

Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

**25. PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.



## 26. PREFERENCE.

**Targeted/Economically Disadvantaged.** In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us) under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

**Reciprocal Preference.** In accordance with Minn. Stat. § 16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

**Veteran.** In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by:**

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response. If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

**27. PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

**28. PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

**29. PURCHASE ORDERS.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract

**30. RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:

- a. reject any and all responses received;
- b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
- c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
- e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
- f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.

- 31. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
- 32. SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
- 33. STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.
- 34. SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.
- 35. TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37





## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT B - PRICING

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1. **BAND(S) AWARDED:** Band 2: Laptop Band 3: Tablet.
2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.
3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.
4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions
5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions
6. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.
8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.
9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: <http://www.wnpsp.com/index.html>. States and other Participating Entities can choose to purchase these packages without any signing additional documents.
10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.
11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.
13. **FREIGHT.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.
14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.



# COMPUTER EQUIPMENT 2014-2019



## MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

### EXHIBIT B - PRICING SCHEDULE

1. BASELINE PRICE LIST: PANASONIC SRP		POSTED ON THE WEBSITE			
2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)		CATEGORY	MINIMUM DISCOUNT		
BAND 2 LAPTOP – FULLY RUGGEDIZED UNITS		2M	16%		
BAND 3 TABLET		3M	12%		
CATEGORY EXCEPTION: Business Rugged Equipment		23E	9%		
CATEGORY EXCEPTION: Multimedia Display Accessories		23P1	10%		
CATEGORY EXCEPTION: Multimedia-Pro Audio/visual		23P2	3%		
CATEGORY EXCEPTION: Arbitrator		23P3	11%		
CATEGORY EXCEPTION: Whiteboard Accessories		23P4	13%		
CATEGORY EXCEPTION: Promotions Value Items		23PP	5%		
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.					
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)		TPM	11%		
CATEGORY EXCEPTION: Promotions - Value Items		TPP	5%		
4. SERVICES – Call to discuss additional discounts on large deployments and customized solutions					
Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of branded hardware includes a three year warranty. Customer may purchase warranty upgrades for certain hardware as offered. For standard warranty information for Tough Books: <a href="http://www.panasonic.com/business/toughbook/computer-support-warranty-information.asp">http://www.panasonic.com/business/toughbook/computer-support-warranty-information.asp</a> . Additional links are provided on the dedicated WSCA-NASPO website for other products and peripherals.					
Accidental damage: \$110; Image Loading \$60; Asset Tagging \$60; Installation \$1320;					
Initial Training Included. This initial training would include a consultation from our representative from the specific region to review the Panasonic product basic overview and functionality of the products. This would include how to operate the product, contact customer support for any technical support, and other aspects of the products. We have a representative for each State that is accessible by email or phone as well as US based phone support team and live chat for customer service.					
5. LEASING					
Participating Addendum may identify if and how leasing agreement terms will be conducted.					
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.					
a. Quarterly promotions of additional 5-8%.					
b. For Fully Ruggedized Equipment additional quantity discounts will apply: QTY 50: 2% (i.e. 9%+2%=11%) QTY: 100 = 4% over 100 = call for quote. Based on each end user customer on a per transaction basis.					
c. Discounts on Peripherals:					
Multimedia Pro Displays:	22%	Projectors Large Venue:	48%	Projectors – Installation:	48%
Projectors – Portable:	38%	Security Cameras & Accessories:	25%	Scanners – personal:	20%
Scanners-Departmental:	35%	Scanners-Workgroup:	30%	Scanners-Production:	30%
Scanners-Accessories:	30%	Whiteboards-electronic:	27%	Whiteboards-Interactive:	29%
d. Volume Discount of \$50 per unit on Peripherals named below based on end user customer purchase on a per transaction basis. For end user customer purchasing 50 units or more an additional \$50 discount will be applied to each unit for the following items: Security Ipro Cameras, Installation DLP Projectors, 80" displays, Handheld ProAV Cameras, Departmental Scanners, Interactive Whiteboards.					



## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
  - a. Band number
  - b. Part # - SKU #
  - c. Manufacturer
  - d. Description
  - e. Minimum Discount
  - f. Category Code (This code will be refined during the approval process)
  - g. Other fields approved by the Lead State
2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF). Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME \_\_\_\_\_

DATE: \_\_\_\_\_

BASELINE PRICE LIST: \_\_\_\_\_

LINK: \_\_\_\_\_

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
  - a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
  - b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
  - c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
  - d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
  - e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.





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# MINNESOTA WSA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.
2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
  - a) Baseline Price List and historic versions
  - b) Approved Product and Service Schedule (PSS)
  - c) Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
  - d) Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
  - e) Link to the WSA-NASPO EmarketCenter
  - f) Online ordering capability with the ability to remember multiple ship to locations if applicable to product
  - g) Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
  - h) Sales representatives for participating entities
  - i) Purchase order tracking
  - j) Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
  - k) Additional Terms may not be posted on the Website without written approval of the Lead State
  - l) Link to the WSA-NASPO EmarketCenter if a State is participating
  - m) Information on accessibility and accessible products
  - n) If participating in Premium Savings Package Program, lead with these products and display prominently on the website
  - o) Links to environmental certification, including but not limited to take-back/recycling programs,
  - p) Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>
  - q) Service options, service agreements for negotiations when allowed by a participating addendum
  - r) EPEAT, Energy Star, etc.
  - s) Link to Signed Participating Addendums
  - t) Link to Signed Master Agreement
  - u) Link to solicitation and Response
3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.





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## MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

### EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: \_\_\_\_\_

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement # \_\_\_\_\_ with \_\_\_\_\_ (Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

\_\_\_\_\_ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: \_\_\_\_\_

Action Log: \_\_\_\_\_ Verify Log is attached

#### SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

- |  |  |
|--|--|
| <input type="checkbox"/> Update of Product & Service Schedule                        | Provide summary of additions, deletions and pricing changes.         |
| NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED |  |
| <input type="checkbox"/> Quarterly Self Audit  | Check this box to verify the Quarterly Self Audit has been completed |
| <input type="checkbox"/> Third Party Product Addition                                | Provide warranty Guarantee   |
| <input type="checkbox"/> Marketing Approval  | Attach Materials for review  |
| <input type="checkbox"/> Material Website Change                                     | Describe and provide link for review                                 |
| <input type="checkbox"/> Miscellaneous Inquiry                                       | Provide detail (e.g. key contact change, etc.)                       |

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: \_\_\_\_\_ Name of Requester: \_\_\_\_\_

Title of Requester: \_\_\_\_\_





## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT F - REPORTING

- OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.
- DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

### 3. REQUIRED REPORTS:

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: <a href="http://www.naspo.org/WNCPO/Calculator.aspx">http://www.naspo.org/WNCPO/Calculator.aspx</a> 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)



## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT G - DEFINITIONS

**Acceptance.** See Master Agreement Terms regarding Acceptance and Acceptance Testing.

**Accessory.** Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

**Bands:** For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

**BAND 1: DESKTOP.** A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.

**BAND 2: LAPTOP.** A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**BAND 3: TABLET.** A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

**BAND 4: SERVER.** A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**BAND 5: STORAGE.** Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

~~**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement. BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.~~

**Cloud Services.** Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

**Contract Vendor or Contractor.** The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

**Components.** Parts that make up a computer configuration.

**Configuration.** The combination of hardware and software components that make up the total functioning system.

**Desktop.** This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,



2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

**Energy Star®.** A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

**EPEAT.** A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard - and website [www.epeat.net](http://www.epeat.net) to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

**FOB Destination.** Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

**FOB Inside Delivery.** Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

**General Consulting.** Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. <https://www.revisor.mn.gov/statutes/?id=16C.08>

**Laptop.** This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

**Lead State.** The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

**Manufacturer.** A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

**Master Agreement.** The underlying agreement executed by and between the Lead State and the Contract Vendor.

**Middleware.** Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

**Options.** An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

**Order.** A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

**Participating Addendum.** A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

**Participating States.** States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

**Participating Entity.** A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

**Partner.** A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

**Peripherals.** A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories.

Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured



by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

**Per Transaction Multiple Unit Discount.** A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

**Premium Savings Packages.** Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See <http://www.wnpsp.com/index.html>.

**Purchasing Entity** – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

**Ruggedized.** This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

**Services.** Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. **EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.**

**Server.** This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**Storage.** This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**Storage Area Network.** A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

**Storage as a Service (STaaS).** An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

**Software.** For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

**Tablet.** This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

**Takeback Program.** The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

**Third Party Products.** Products sold by the Contract Vendor which are manufactured by another company.

**Upgrade.** Refers to replacement of existing software, hardware or hardware component with a newer version.

**Warranty.** The Manufacturers general warranty tied to the product at the time of purchase.

**Wide Area Network or WAN.** A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

**WSCA-NASPO.** The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.



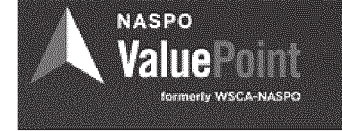
Panasonic recommends Windows.

Panasonic supports the Minnesota Materials Management Division as the lead administration agency for the NASPO ValuePoint PC Goods contract in offering Panasonic business products on this contract.

Panasonic looks forward to providing business products, accessories, and the highest quality procurement services to the members and participating states.

This web site will assist with product and services information, product configuration and pricing, how-to-order, warranty support, ad pointers to many other PANASONIC resources.

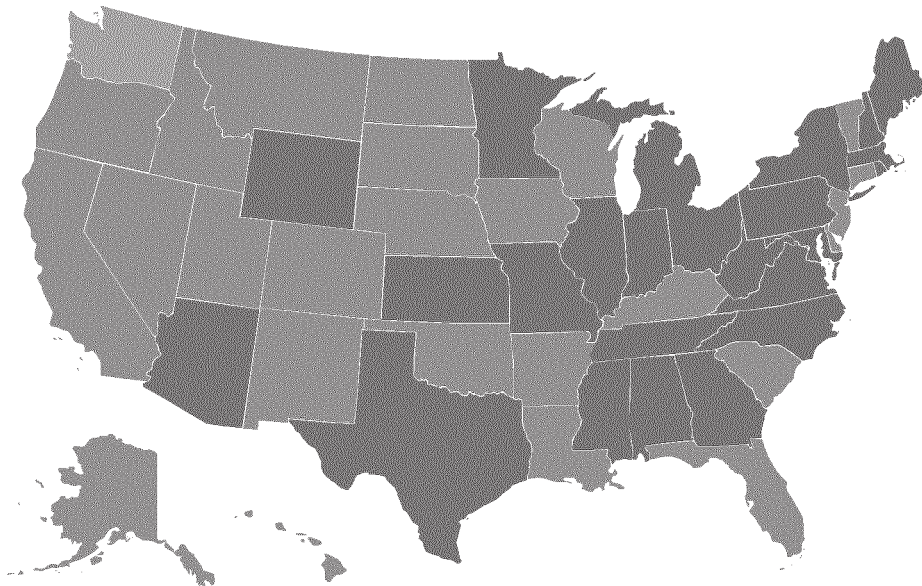
Please select a state from the map to determine if a new Purchasing Addendum has been executed by that state as a result of the NASPO ValuePoint multi-state computer equipment procurement contract. For more information concerning the NASPO PC contracts, please visit <http://www.naspovaluepoint.com/#/contract-details/52/contractor/270> (<http://www.naspovaluepoint.com/#/contract-details/52/contractor/270>).



#### Participating States

Alaska  
Arkansas  
California  
Colorado  
Connecticut  
Delaware  
Florida  
Hawaii  
Idaho  
Iowa  
Kentucky  
Louisiana  
Montana  
Nebraska  
New Jersey  
Nevada  
New Mexico  
North Dakota  
Oklahoma  
Oregon  
South Carolina  
South Dakota  
Utah  
Vermont  
Washington  
Wisconsin

#### Participating States Map



Master Agreement: MNWNC-124. Washington contract #05815-011

To obtain a quote or place an order, please consult with your choice of one of the following partners:



Participating addendum: Washington ([ftp://ftp.panasonic.com/computer/contract/naspo\\_wa\\_0909\\_pa\\_contract.pdf](ftp://ftp.panasonic.com/computer/contract/naspo_wa_0909_pa_contract.pdf)) [pdf]

#### Product & Services Schedule for the following Computers & Peripherals

Laptops & Accessories – Category 23E ([ftp://ftp.panasonic.com/computer/contract/naspo\\_category23e\\_laptops\\_accessories\\_contract.pdf](ftp://ftp.panasonic.com/computer/contract/naspo_category23e_laptops_accessories_contract.pdf))

Tablets – Category 3M ([ftp://ftp.panasonic.com/computer/contract/naspo\\_category3m\\_toughbook\\_tablets\\_pricelist\\_contract.pdf](ftp://ftp.panasonic.com/computer/contract/naspo_category3m_toughbook_tablets_pricelist_contract.pdf))

ProVideo – Category 23P2 ([ftp://ftp.panasonic.com/computer/contract/naspo\\_provideo\\_category2m\\_procelist\\_contract.pdf](ftp://ftp.panasonic.com/computer/contract/naspo_provideo_category2m_procelist_contract.pdf))

Peripherals – Displays ([ftp://ftp.panasonic.com/computer/contract/naspo\\_display\\_units\\_service\\_contract.pdf](ftp://ftp.panasonic.com/computer/contract/naspo_display_units_service_contract.pdf))

Display Accessories – Category 23P1 ([ftp://ftp.panasonic.com/computer/contract/naspo\\_category23p1\\_display\\_accessories\\_contrsact.pdf](ftp://ftp.panasonic.com/computer/contract/naspo_category23p1_display_accessories_contrsact.pdf))

Peripherals – Security ([ftp://ftp.panasonic.com/computer/contract/naspo\\_security\\_peripherals\\_category\\_pricelist\\_contract.pdf](ftp://ftp.panasonic.com/computer/contract/naspo_security_peripherals_category_pricelist_contract.pdf))

Peripherals – Projectors ([ftp://ftp.panasonic.com/computer/contract/naspo\\_projector\\_peripheral\\_category\\_pricelist\\_contract.pdf](ftp://ftp.panasonic.com/computer/contract/naspo_projector_peripheral_category_pricelist_contract.pdf))

Peripherals – Scanners ([ftp://ftp.panasonic.com/computer/contract/naspo\\_scanner\\_pricelist\\_contract.pdf](ftp://ftp.panasonic.com/computer/contract/naspo_scanner_pricelist_contract.pdf))

Peripherals – Whiteboards ([ftp://ftp.panasonic.com/computer/contract/naspo\\_whiteboard\\_accessories\\_pricelist\\_contract.pdf](ftp://ftp.panasonic.com/computer/contract/naspo_whiteboard_accessories_pricelist_contract.pdf))

Whiteboard Accessories – Category 23P4 ([ftp://ftp.panasonic.com/computer/contract/naspo\\_whiteboards\\_peripherals\\_pricelist\\_contract.pdf](ftp://ftp.panasonic.com/computer/contract/naspo_whiteboards_peripherals_pricelist_contract.pdf))

### Place an Order

All orders can be placed through your choice of Reseller partner. All quotes and orders are fulfilled through your choice of an authorized Reseller. If you have any questions or clarifications regarding the resellers or the Panasonic NASPO ValuePoint contract—please contact us [NASPO@us.panasonic.com](mailto:NASPO@us.panasonic.com) (<mailto:NASPO@us.panasonic.com>)

View Product Information

Please Select... ▼

## FULLY RUGGED LAPTOPS

**Rugged** - 16% off MSRP



Toughbook 31

## LAPTOPS & ACCESSORIES

**Laptops** - 9% to 13% off MSRP

**Arbitrator** - 11% off MSRP

**Accessories** - 11% off MSRP

**Services** - 0%



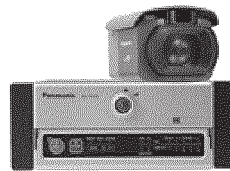
Toughbook C2



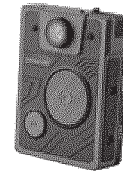
Toughbook 53



Toughbook 54



Arbitrator 360° HD



Arbitrator BWC

### Pricing

Panasonic Toughbook NASPO (National Association of Contracting Professionals) ValuePoint PC Goods contract:

The following Toughbook categories are being offered on the NASPO ValuePoint contract through the customer's choice of resellers noted for this contract and by each state:

Rugged: 16% off MSRP

Semi-rugged: 13% off MSRP

Business-rugged: 9% off MSRP

Accessories: 11% off MSRP

Services: 0%

Rugged Slate pad: 12% off MSRP

### Third Party products offered:

- Havis Mounting Equipment
- Gamber Johnson Mounting Equipment

*11% off of SRP*

### Service Options

Panasonic offers a wide array of service and support options that can be customized to a customer's needs » (<http://www.business.panasonic.com/services-professional-services.html>)

### About Toughbook

View videos of Toughbook computers undergoing extreme testing » ([http://panasonic.net/avc/toughbook/why\\_toughbook/proof\\_of\\_toughness/index.html](http://panasonic.net/avc/toughbook/why_toughbook/proof_of_toughness/index.html))

### Panasonic Toughbook Configurator

Experience the entire Panasonic Toughbook product line, view the various options and specifications, and find the exact model number you need when ordering your new Toughbook.



Configure a model [↗ \(http://www.business.panasonic.com/order-toughbook-computers.html\)](http://www.business.panasonic.com/order-toughbook-computers.html)

### Toughbook Support

Software updates and drivers  
BIOS and ECs  
Product manuals  
FAQs  
Technical Support Live Chat  
Your registered products

Visit Toughbook Support [↗](http://www.business.panasonic.com/support-computer-tablets) (http://www.business.panasonic.com/support-computer-tablets)

### Panasonic Contact:

Amy Lee  
201.325.1181  
[naspo@us.panasonic.com](mailto:naspo@us.panasonic.com) (<mailto:naspo@us.panasonic.com>)

Panasonic Master NASPO Valuepoint agreement ([ftp://ftp.panasonic.com/computer/contract/wsca-naspo\\_master\\_agreement\\_contract.pdf](ftp://ftp.panasonic.com/computer/contract/wsca-naspo_master_agreement_contract.pdf))

Amendment No. 1 to Contract No. MNWNC-124 ([ftp://ftp.panasonic.com/computer/contract/Naspo\\_2017\\_extension\\_contract.pdf](ftp://ftp.panasonic.com/computer/contract/Naspo_2017_extension_contract.pdf))

## TABLETS

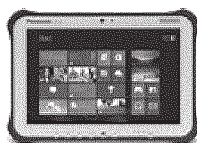
**Toughpads** - 12% off MSRP  
**Accessories** - 11% off MSRP  
**Services** - 0% off MSRP



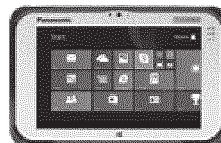
Toughbook 20



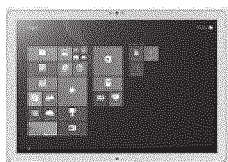
Toughbook 19



Toughpad FZ-G1



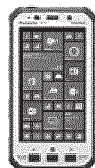
Toughpad FZ-M1



Toughpad 4K



Toughpad FZ-B2



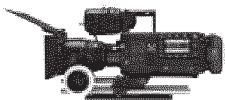
Toughpad FZ-E1



Toughpad FZ-X1

## PROVIDEO

**Multimedia – Pro Audio/Visual** – 3% off of SRP



Camcorders



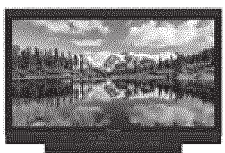
Camera Systems



Digital Media



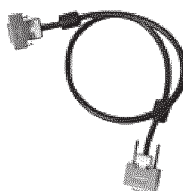
Mixers & Switchers



Production Monitors



Recorders/Players & Workflow Tools



Accessories

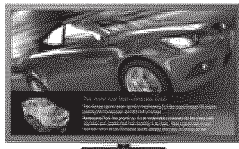
## PERIPHERALS – DISPLAYS

**Multimedia ProDisplays** - 22% off of SRP

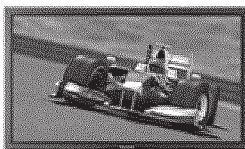
**Multimedia Display Accessories** - 10% off of SRP.



LCD



LED



Plasma



3D

## SECURITY

**Security Cameras** - 25% off of SRP

**Security Accessories** - 25% off of SRP



Network Security Cameras



Analog Security Cameras



Recorders



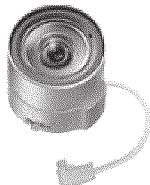
Encoders & Decoders



Management & Control Systems



Surveillance Monitors



Security Camera Accessories

VIDEOINSIGHT™

Video Insight



Servers

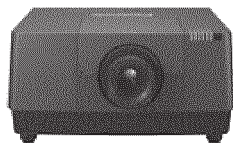
## PROJECTORS

**Large Venue** - 48% off of SRP

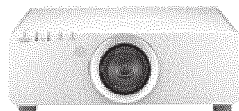
**Installation Projectors** - 48% off of SRP

**Portable Projectors** - 38% off of SRP

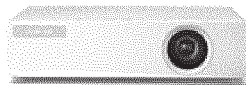
**Projector Accessories** - 0% off of SRP.



Large Venue



Installation



Portable



Short-Throw

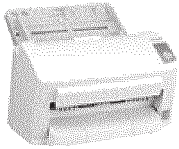
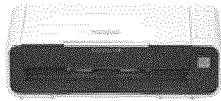
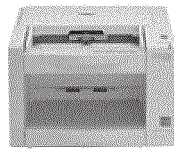
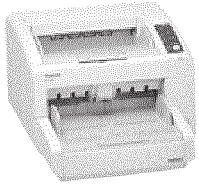
## SCANNER

**Scanners** - 20% off of SRP

**Scanner Accessories** - 30% off of SRP

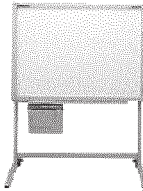
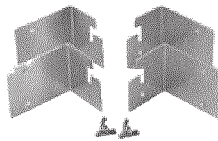
**Scanner Services** - 0% off of SRP



**Workgroup****Personal Workgroup****Departmental****Low Volume Production****High Volume Production**

## WHITEBOARDS

**Whiteboards** - up to 30% off of SRP

**Interactive Panabboards****Plain Paper Panabboards****Whiteboard Accessories**

## Eco-conscious

Panasonic Toughbook computers meet environmental guidelines set forth by both the public and private sector. Learn about Panasonic's environmental compliance.



All products are EPEAT Silver certified



All products are Energy Star qualified



All products are RoHs compliant



All products are compliant with ISO standards



Laptop Recycling, Re-use & Remarketing <http://www.business.panasonic.com/services-laptop-recycle-reuse-remarketing.html>



Conflict Materials Policy <http://info.panasonic.com/rs/panasonic/images/panasonic-conflict-materials-policy.pdf>

**Section 508 Standards**

Section 508 was enacted to eliminate barriers in information technology, to make available new opportunities for people with disabilities, and to encourage development of technologies that will help achieve these goals. Electronic and information technology procured by Federal agencies must meet Section 508's requirements for accessibility.

Toughbook® mobile computers have long been designed and manufactured with access-friendly features, such as touchscreens and the ability to be mounted on wheelchairs. In addition, Panasonic works closely with Microsoft to ensure that Toughbook computers can take full advantage of the accessibility features built into Windows®. Panasonic continually endeavors to make all its products more accessible to, and usable by, individuals with disabilities. In fact,

Panasonic worked with ITIC (Information Technology Industry Council) in developing the Section 508 "Buy Accessible" template, and also actively participates in the GSA (General Services Administration) sponsored Accessibility Forum. Read More [ftp://ftp.panasonic.com/computer/certification/panasonic\\_508\\_statement\\_certification.pdf](ftp://ftp.panasonic.com/computer/certification/panasonic_508_statement_certification.pdf)

**AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-124**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Panasonic System Communications Company of North America, Division of Panasonic Corporation of North America Two Riverfront Plaza, 6th Floor, Newark, NJ 07102 ("Contract Vendor").

**WHEREAS**, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-124, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

**WHEREAS**, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

**WHEREAS**, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-124 is extended through March 31, 2018, at the same prices, terms, and conditions.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed intending to be bound thereby.

**1. PANASONIC SYSTEM COMMUNICATIONS  
COMPANY, DIVISION OF PANASONIC  
CORPORATION OF NORTH AMERICA**

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 

Signature

Masaharu Nakayama

Printed Name

Title: President

Date: 03/08/17

By: \_\_\_\_\_

Signature


Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. OFFICE OF STATE PROCUREMENT**

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: 

Title: Acquisition Management Specialist

Date: 3/10/17

**3. COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: 

Date: 3/15/2017

## STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

**BOX A – MINNESOTA COMPANIES** that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

- ☐ Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- ☐ Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on \_\_\_\_\_ (date).

**BOX B – NON-MINNESOTA COMPANIES** that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- ☐ Attached is our current Workforce Certificate issued by MDHR.
- ☒ We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us). If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.


**BOX C – EXEMPT COMPANIES** that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- ☐ We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: Panasonic System Communications Company, Division of  
Panasonic Corporation Of North America

Date 03/08/16

Authorized Signature: 

Telephone number: 201-348-7000

Printed Name: Masaharu Nakayama

Title: President

**For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

Email: [compliance.mdhr@state.mn.us](mailto:compliance.mdhr@state.mn.us)

TC Metro: 651-539-1095

Toll Free: 800-657-3704

TTY: 651-296-1283

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION, LLC**  
**MN 2014-2019 Computer Equipment**  
**(Desktops, Laptops, Tablets, Servers, Storage including Related**  
**Peripherals & Services)**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement No: MNWNC-124**  
**Panasonic System Communications Company of North America, Division of Panasonic**  
**Corporation of North America**  
**(hereinafter "Contractor")**  
**And**  
**State of Washington, Department of Enterprise Services**  
**(hereinafter "Participating State")**  
**Participating State Contract #05815-011**

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This Addendum adds the State of Washington as a Participating State authorized to purchase from the NASPO ValuePoint Master Agreement number MNWNC-124 with Panasonic.

**1. Scope:** This addendum covers the NASPO Computer Equipment Contract categories identified below, led by the State of Minnesota for use by state agencies and other entities authorized by Washington State's statutes and located in the Participating State to utilize state contracts with the prior approval of the state's chief procurement official. Language contained here supersedes and is in addition to the language of the Master Pricing Agreement

**a. Panasonic Computer Equipment: Category Awards:**

**Scope of Service**

**1. Band 2: Laptop.** A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point devices such as a touchpad and speakers into a single unit. A laptop can be used away from the outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebook and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band.

**2. Band 3: Tablet.** A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed.

**3. Examples of peripherals/accessories/options:** Include but are not limited to: monitors, audiovisual equipment, instructional equipment, cabling, modems, network to support servers, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band**

**b. Products and Services NOT allowed or provided by this Participating Addendum:**

- **Ruggedized Devices, Printers, Multifunction Printers, Cell Phones**



- **Lease Agreements, Managed Print, Cloud Service**

c. Use of Purchase Card is allowable at time of order placement.

**2. Participation:** Use of specific WSCA-NASPO cooperative contracts by all state agencies, political subdivisions and other entities (including cooperatives) located within the state of Washington authorized by state statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Individual Customer: Each state agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were individual customers. Except to the extent modified by this Participating Addendum, each agency and political subdivision shall be responsible to follow the terms and conditions of the Master Agreement; and they shall have the same rights and responsibilities as the Lead State has in the Master Agreement. Each agency and political subdivision shall have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor shall apply the charges to each Participating Entity individually.

Political and non-profit entities within the State of Washington may use this contract without further process provided they have completed, filed and accepted in the Washington State's Master Contract Agreement (MCUA) process. Use by others then those stated above is not a valid use. Use of the contract in conflict with its language is not binding on any party and does not satisfy requirements.

A list of all members is available at:

<http://des.wa.gov/services/ContractingPurchasing/Purchasing/Pages/MasterContractsUsageAgreement.aspx>

**THIS AGREEMENT IS NOT FOR PERSONAL USE.**

**3. Effective Date:** This PA's initial term will begin upon final executed signatures and shall be coterminous with the Lead State's (Minnesota) Master Agreement and any extensions of the Master Agreement.

**4. Participating State Modifications or Additions to Master Agreement:**

Contractor and DES agree to the following modifications and additions to the Master Agreement for Computer Equipment and apply only to actions and relationships within the Participating Entity.

**Department of Enterprise Services (DES) State Master Contract Standard Terms and Conditions.**

The following standard terms and conditions are added to the Participating Addendum for the State of Washington. This section consists of general provisions and terms for contracts issued by the Washington State Department of Enterprise Services (DES), acting under the authority of RCW 39.26 which regulates the manner in which state agencies may acquire services.

**4.1 Contract Modifications or Additional Terms and Conditions to the Master Agreement:**

DES reserves the right to modify the resulting contract (including but not limited to adding or deleting products, services, or delivery locations) by mutual agreement between DES and the contractor, as long as such modification is substantially within the scope of the original contract. Such modification(s) shall be memorialized in a signed, written document, (Amendment) describing the agreed upon change, including any terms and conditions required to support such change. Changes to point of contact information may be updated without the issuance of a mutually agreed contract amendment.

**4.2 Restrictions:** In accordance with the Master Pricing Agreement the Participating Addendum identifies the following restrictions of product;

**a. Software**

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

**b. Services**

1. Services must be related to the procurement of equipment.
2. Service shall be unlimited.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

**c. Third Party Products.**

1. Contract Vendors shall only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor is restricted to purchases of computer hardware manufactured by Contractor.

**d. Additional Product/Services**

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment shall not be allowed.
3. Cellular Phone Equipment shall not be allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

**4.3 Contract Administration**

• **State Contract Administrator**

DES will appoint a single point of contact that shall be the Contract Administrator for this contract and shall provide contract oversight. The Contract Administrator shall be the principal contact for the contractor for business activities under this contract. DES shall notify the contractor in writing, when there is a new Contract Administrator assigned to this contract.

- **Administration of Term Contract**

DES may maintain contract information and pricing and make it available on DES's website. The contract prices are the maximum price contractor can charge. The contractor may offer volume discounts to purchasers.

#### **4.4 Contractor Supervision and Coordination**

Contractor shall:

- a. Competently and efficiently supervise and coordinate the implementation and completion of all contract requirements specified herein.
- b. Identify the contractor's Authorized Representative, who will be the principal point of contact for DES concerning contractor's performance under this contract.
- c. Immediately notify the Contract Administrator in writing of any change of designated Authorized Representative assigned to this contract.
- d. Be bound by all written communications given to or received from the contractor's Authorized Representative.

Violation of any provision of this section may be considered a material breach of contract and may be grounds for contract termination.

#### **4.5 Term Contract Management**

Upon award of a term contract, the contractor shall:

- a. Promote and market the use of this contract to all authorized contract purchasers.
- b. Ensure that those who endeavor to utilize this contract are authorized purchasers under this contract.
- c. At no additional charge, assist purchasers in making the most cost effective, value based purchases which may include, but is not limited to:
  - Having representatives available to provide information regarding products and services, including visiting the purchaser site if needed, and providing purchaser with materials/supplies/equipment recommendations.
  - Providing purchasers with a detail list of contract items including current contract pricing and part numbers.

The contractor shall designate a customer service representative who will be responsible for addressing purchaser issues including but not limited to:

- Logging requests for service, ensuring repairs are completed in a timely manner, dispatching service technicians and processing warranty claim documentation.
- Providing purchasers with regular and timely status updates in the event of a delay in repair or order fulfillment.

- Acting as the lead and liaison between the manufacturer and purchaser in resolving warranty claims for contract items purchased.

#### **4.6 Changes**

Alterations to any of the terms, conditions, or requirements of this contract shall only be effective upon written issuance of a mutually agreed contract amendment by DES. Changes to point of contact information may be updated without the issuance of mutually agreed contract amendment.

#### **4.7 Statewide Payee Desk**

Contractors must register with the Statewide Payee Desk, maintained by DES, to be paid for contract sales. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).

#### **4.8 Management Fee**

Contractor will pay a management fee of 2 percent to DES on all state contract sales/purchase prices for work orders. The purchase price is defined as total invoice price less sales tax.

The management fee must be rolled into the contractor's current pricing; the fee must not be shown as a separate line item on an invoice unless specifically requested and approved by DES.

How to determine the fee: Total sales (not including sales tax) x .0200 = management fee.

DES may increase, reduce or eliminate the management fee, and reserves the right to negotiate contract pricing with the contractor when adjustment of the management fee might justify an increase in pricing.

For purposes of the management fee, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

Taxability (if applicable): In 2013, the Washington Department of Revenue ruled that if the underlying transaction requires sales tax, the DES management fee portion of the transaction is also subject to a sales tax.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all management fees have been paid. Failure to accurately report total net sales, to submit a timely sales report, or remit timely payment of the management fee may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

The management fee does not include or supersede fees owed to other entities such as the NASPO ValuePoint or government entities other than the state of Washington.

DES will invoice the contractor every quarter based on sales reported by contractor. Contractors are not to remit payment until they receive an invoice from DES.

Management fee payment must reference the contract number, work request number (if

applicable), the year and quarter for which the management fee is being remitted, and the contractor's name as it is known to DES, if not already included on the face of the check.

Remit management fee to:

Washington State Department of Enterprise Services  
Finance Office  
PO Box 41460  
Olympia, WA 98504-1460

**NOTE: DO NOT** send payment to the DES Contract Administrator and do not pay prior to receiving the invoice.

#### **4.9 Contract Sales/Usage Report**

The management fee will be based on total contract sales, which must be reported quarterly by the contractor in the Contract Sales Reporting System. DES will provide a login password and a vendor number.

Each sales report must identify every authorized purchaser by name as it is known to DES and its total combined sales amount **invoiced** during the reporting period (i.e., sales of an **entire agency** or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by DES, and use of this option without prior approval by DES may be cause for contract termination.

**USAGE REPORT DUE DATE:** Reports must be submitted electronically within 30 days after the end of the calendar quarter:

<b>For sales invoiced during ...</b>	<b>Due date</b>
Q1 (Jan / Feb / March)	April 30
Q2 (April / May / June)	July 31
Q3 (July / Aug / Sept.)	Oct. 31
Q4 (Oct / Nov / Dec.)	Jan. 31

Failure to provide reports in accordance with the schedule above may be cause for contract termination.

The report may be corrected or modified by DES with subsequent written notice to the contractor.

Upon request, contractor shall provide contact information for all purchasers during the term of this contract. Refer sales reporting questions to the Contract Administrator.



#### **4.10 Other Required Term Contract Reports**

DES may require the contractor to provide a detailed annual contract sales history report. This report, if requested, will include at a minimum, but is not limited to: product description, part number or other product identifier, per unit quantities sold, and contract price. This report must be provided to DES in an electronic format that can be read by MS Excel. Unless the solicitation specifies otherwise, all other required reports will be designed and approved by the parties by mutual agreement.

#### **4.11 Common Vendor Registration and Bid Notification System**

Contractor shall be registered in the state's common vendor registration and bid notification system, RCW 39.29.006, known as Washington's Electronic Business Solutions (WEBS) at [www.ga.wa.gov/webs](http://www.ga.wa.gov/webs). Contractors already registered need not re-register. It is the sole responsibility of contractors to properly register and maintain an accurate vendor profile.

#### **4.12 Payment**

##### **a. Advance payment prohibited:**

No advance payment shall be made for the products and services furnished by contractor under this contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

##### **b. Payment:**

Payment is the sole responsibility of, and will be made by, the purchaser.

Under Chapter 39.76 RCW, if purchaser fails to make timely payment(s), contractor may invoice for 1 percent per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified otherwise in the solicitation, net 30 days will automatically apply.

Payment(s) made in accordance with contract terms shall fully compensate the contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by contractor.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the contractor.

Note: when the state has been overcharged or otherwise reimbursed, the purchaser may elect to have either direct payments or written credit memos issued. If the contractor fails to make timely payment(s) or issuance of credit memos, the purchaser may impose a 1% per month on the amount overdue 30 days after notice to the contractor.

**c. Invoicing and discounts**

Contractor must provide a properly completed invoice to purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice must be identified by the associated contract number; the contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM), the applicable purchaser's order number, and must be in U.S. dollars. Invoices must be prominently annotated by the contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the solicitation.

Invoices for payment will accurately reflect all discounts due the purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of contractor has been accepted by the purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

**4.13 Taxes, fees and licenses**

**a. Taxes**

Where required by statute or regulation, the contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, the purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the contractor shall be made for federal excise taxes and the purchaser agrees to furnish contractor with an exemption certificate where appropriate.

**b. Collection of retail sales and use taxes**

In general, contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with contractor's ability to establish or maintain a market for its products in Washington. Examples of such activity include where the contractor either directly or by an agent or other representative:

- Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- Maintains an in-state inventory or stock of goods for sale;
- Regularly solicits orders from purchasers located within the State of Washington via sales representatives entering the State of Washington;
- Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with purchasers in an attempt to establish or maintain market(s); or

- Other factors identified in WAC 458-20.

**c. Department of Revenue registration for out-of-state contractors**

Out-of-state contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state contractors are not required to collect and remit "use tax," purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

**d. Taxes on invoice**

Contractor shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

**e. Overpayments to contractor**

Contractor shall refund to purchaser the full amount of any erroneous payment or overpayment under this contract within 30 days' written notice. If contractor fails to make timely refund, purchaser may charge contractor 1 percent per month on the amount due, until paid in full.

**f. Proprietary or confidential information**

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, DES shall maintain the confidentiality of contractor's information marked confidential or proprietary. If a request is made to view contractor's proprietary information, DES will notify contractor of the request and of the date that the records will be released to the requester unless contractor obtains a court order enjoining that disclosure. If contractor fails to obtain the court order enjoining disclosure, DES will release the requested information on the date specified.

The state's sole responsibility shall be limited to maintaining the above data in a secure area and to notify contractor of any request(s) for disclosure for so long as DES retains contractor's information in DES records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by contractor of any claim that such materials are exempt from disclosure.

**V4.14 Insurance**

The following are general insurance provisions for the State of Washington. Additional requirements specific to a good/service may be detailed elsewhere in a solicitation or its appendices.

**a. General requirements**

Contractor shall, at its own expense, obtain and keep in force insurance as follows until completion of the contract. Upon request, contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that

insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

**b. Specific requirements**

**Employer's Liability (Stop Gap):** The contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The State of Washington will not be held responsible in any way for claims filed by the contractor or their employees for services performed under the terms of this contract.

**Commercial General Liability Insurance:** The contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the contractor's premises/operations, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General aggregate limits (other than products-completed operations)	\$2 million
Products-completed operations aggregate	\$2 million
Personal and advertising injury aggregate	\$1 million
Each occurrence (applies to all of the above)	\$1 million

Fire damage limit (per occurrence)	\$50,000
Medical expense limit (any one person)	\$5,000

**c. Business Auto Policy (BAP)**

In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

**d. Additional insurance provisions**

All above insurance policies shall include, but not be limited to, the following provisions:

○ **Additional insured:**

State of Washington and all authorized purchasers shall be named as an additional insured on all general liability insurance policies. All policies shall be primary over any other valid and collectable insurance.

○ **Notice of policy cancellation/Non-renewal:**

For insurers subject to Chapter 48.18 RCW (admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee 30 calendar days prior to cancellation or any material change to the policy as it relates to this contract. Written notice shall include the affected contract reference number.

○ **Cancellation for non-payment of premium:**

If cancellation on any policy is due to non-payment of premium, a written notice shall be given the director of purchasing or designee 10 calendar days prior to cancellation. Written notice shall include the affected contract reference number.

○ **Identification:**

Certificates of insurance shall include the affected contract reference number.

**e. Insurance carrier rating**

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier



that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.16 RCW and Chapter 284-15 WAC .

**f. Excess coverage**

The limits of all insurance required to be provided by the contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the contractor from liability in excess of such limits.

**g. Limit adjustments**

The state reserves the right to increase or decrease limits as appropriate

**4.15 Antitrust**

The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, the contractor hereby assigns to the State of Washington any and all of the contractor's claims for such price fixing or overcharges which arise under federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under this contract.

**4.16 Disputes and remedies**

**a. Problem resolution and disputes**

Problems arising out of the performance of this contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

In the event a bona fide dispute concerning a question of fact arises between DES or the purchaser and contractor and it cannot be resolved between the parties through the normal problem escalation processes, either party may initiate the dispute resolution procedure provided herein. The dispute shall be handled by a Dispute Resolution Panel in the following manner. Each party to this contract shall appoint one member to the Panel. These two appointed members shall jointly appoint an additional member. The Dispute Resolution Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute as quickly as reasonably possible. The determination of the Dispute Resolution Panel shall be final and binding on the parties hereto. DES and/or purchaser and contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this contract that are not affected by the dispute.

In the event a bona fide dispute concerning a question of fact arises between DES or the purchaser and contractor and it cannot be resolved between the parties through

the normal escalation processes, either party may initiate the dispute resolution procedure provided herein.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three business days. The initiating party shall have three business days to review the bid. If after this review a resolution cannot be reached, both parties shall have three business days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three business days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three business days of receiving the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three business days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to be bound by the determination of the Dispute Resolution Panel.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.

DES, the purchaser and contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by purchaser for materials, supplies, services and/or equipment being provided by contractor, contractor shall continue providing materials, supplies, services and/or equipment pending resolution of the dispute provided purchaser pays contractor the amount purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount contractor, in good faith, believes is due and payable.

**b. Administrative suspension**

When it is in the best interest of the state, DES may at any time, and without cause, suspend the contract or any portion thereof for a period of not more than 30 calendar days per event by written notice from DES to the contractor's Representative. contractor shall resume performance on the next business day following the 30th day of suspension unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the contractor can be demanded and required to resume performance within the 30-day suspension period by DES providing the contractor's Representative with written notice of such demand.

**c. Force majeure**

The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of war, riots, strikes, fire, floods, windstorms, epidemics or other similar occurrences.

**Exceptions:** Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this contract if, and to the extent that, such party's performance of this contract is prevented by reason of force majeure.

**Notification:** If either party is delayed by force majeure, said party shall provide written notification within 48 hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

**Rights reserved:** DES reserves the right to authorize an amendment to this contract, terminate the contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and contractor shall have no recourse against the state.

**d. Alternative dispute resolution fees and costs**

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

**e. Non-exclusive remedies**

The remedies provided for in this contract shall not be exclusive but are in addition to all other remedies available under law.

**4.17 Liquidated damages**

**a. Liquidated damages - General**

DES and or the purchasers and the contractor agree that the liquidated damages provisions in the contract are a reasonable forecast of the actual damages that would be suffered by the purchaser in the event of contractor's nonperformance, that such liquidated damages are not a penalty but represent the reasonable compensation due purchaser in the event of a breach, and that such liquidated damages will be assessed as appropriate.

Any delay by contractor in meeting the Delivery Date of standard configuration items, Installation Date that is pre-negotiated with the Contractor, Reseller and customer, maintenance or repair date that is pre-negotiated with the Contractor, Reseller and customer, or other applicable date set forth in this contract will interfere

with the proper implementation of purchaser's programs and will result in loss and damage to purchaser.

As it would be impracticable to fix the actual damage sustained in the event of any such failure(s) to perform and/or purchaser and contractor agrees that in the event of any such failure(s) to perform, the amount of damage which will be sustained will be assessed as appropriate based upon the purchasers inability to perform their function and the parties agree that contractor shall pay such amounts as liquidated damages or acceptable compensation based on the amount of the purchase and not as a penalty.

Liquidated damages provided under the terms of this contract are subject to the same limitations as provided in the section titled Limitation of Liability.

**b. Limitation of liability**

The parties agree that neither contractor, DES nor purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this contract.

This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Retention of Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

The contractor, DES and purchaser are not liable for damages arising from causes beyond their reasonable control and without their fault or negligence. Such causes may include, but are not restricted to, acts of the public enemy, acts of a government body other than DES or the purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the contractor, DES or the purchaser, or their respective subcontractors.

If delays are caused by a subcontractor without its fault or negligence, contractor shall not be liable for damages for such delays, unless the services to be performed were obtainable on comparable terms from other sources in sufficient time to permit contractor to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

**c. Federal funding (if applicable)**

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the

request of DES or purchaser. Further, the contractor may be subject to those federal requirements specific to the commodity.

**d. Federal restrictions on lobbying (if applicable)**

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**4.18 Debarment and suspension**

Respondent certifies, by submitting this bid or proposal, that neither it nor its affiliates presently are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this procurement/contract by any government agency. Respondent also agrees to notify DES if its debarment status changes during the bid process or after receiving notice of contract award, if any. If respondent cannot certify this statement, attach a written explanation to the bid response for review.

**4.19 Contract termination**

**a. Material breach**

A contractor may be terminated for cause by DES, at the sole discretion of DES, for failing to perform a contractual requirement or for a material breach of any term or condition. Material breach of a term or condition of the contract may include but is not limited to:

- Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the contract;
- Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the contract;
- Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
- Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the contractor's proper performance hereunder;
- Appointment of any receiver, trustee, or similar official for contractor or any of the contractor's property and such appointment endangers the contractor's proper performance hereunder;



- A determination that the contractor is in violation of federal, state, or local laws or regulations and that such determination renders the contractor unable to perform any aspect of the contract.

**b. Opportunity to cure**

In the event that contractor fails to perform a contractual requirement or materially breaches any term or condition, DES may issue a written cure notice. The contractor may have a period of time in which to cure. DES is not required to allow the contractor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of DES. Time allowed for cure shall not diminish or eliminate contractor's liability for liquidated or other damages, or otherwise affect any other remedies available against contractor under the contract or by law.

If the breach remains after contractor has been provided the opportunity to cure, DES may do any one or more of the following:

- Exercise any remedy provided by law;
- Terminate this contract and any related contracts or portions thereof;
- Procure replacements and impose damages as set forth elsewhere in this contract;
- Impose actual or liquidated damages;
- Suspend or bar contractor from receiving future solicitations or other opportunities;
- Require contractor to reimburse the state for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the contract.

**c. Termination for cause**

In the event DES, in its sole discretion, determines that the contractor has failed to comply with the conditions of this contract in a timely manner or is in material breach, DES has the right to suspend or terminate this contract, in part or in whole. DES shall notify the contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days or as otherwise specified by DES, or if such corrective action is deemed by DES to be insufficient, the contract may be terminated. DES reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the contractor or a decision by DES to terminate the contract.

In the event of termination, DES shall have the right to procure for all purchasers any replacement materials, supplies, services and/or equipment that are the subject of this contract on the open market. In addition, the contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original contract and the replacement or cover contract and all

administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

If it is determined that: (1) the contractor was not in material breach; or (2) failure to perform was outside of contractor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "termination for convenience." The rights and remedies of DES and/or the purchaser provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

**d. Termination for convenience**

Except as otherwise provided in this contract, DES, at the sole discretion of DES, may terminate this contract, in whole or in part by giving 30 calendar days or other appropriate time period written notice beginning on the second day after mailing to the contractor. If this contract is so terminated, purchasers shall be liable only for payment required under this contract for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the purchaser prior to the effective date of contract termination. Neither DES nor the purchaser shall have any other obligation whatsoever to the contractor for such termination. This Termination for Convenience clause may be invoked by DES when it is in the best interest of the State of Washington.

**e. Termination for withdrawal of authority**

In the event that DES and/or purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this contract and prior to normal completion, DES may terminate this contract, in whole or in part, by seven calendar day's written notice, or other appropriate time period, to contractor.

**f. Termination for non-allocation of funds**

If funds are not allocated to purchaser(s) to continue this contract in any future period, DES may terminate this contract with seven calendar days written notice, or other appropriate time period, to contractor, or work with contractor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for materials, supplies, services and/or equipment including the net remainder of agreed-to consecutive periodic payments remaining unpaid beyond the end of the then-current period. DES and/or purchaser agree to notify contractor in writing of such non-allocation at the earliest possible time.

No penalty shall accrue to the purchaser in the event this section shall be exercised. This section shall not be construed to permit DES to terminate this contract in order to acquire similar materials, supplies, services and/or equipment from a third party.

**g. Termination for conflict of interest**

DES may terminate this contract by written notice to contractor if it is determined, after due notice and examination, that any party to this contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this contract

is so terminated, DES and/or purchaser shall be entitled to pursue the same remedies against contractor as it could pursue in the event that the contractor breaches this contract.

**h. Termination by mutual agreement**

DES and the contractor may terminate this contract in whole or in part, at any time, by mutual agreement.

**i. Termination procedure**

In addition to the procedures set forth below, if DES terminates this contract, contractor shall follow any procedures DES specifies in the termination notice.

Upon termination of this contract and in addition to any other rights provided in this contract, DES may require the contractor to deliver to the purchaser any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The purchaser shall pay to the contractor the agreed upon price, if separately stated, for completed work and service(s) Accepted by the purchaser, and the amount agreed upon by the contractor and the purchaser for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are Accepted by the purchaser, and (iv) the protection and preservation of property, unless the termination is for cause, in which case DES and the purchaser shall determine the extent of the liability of the purchaser. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The purchaser may withhold from any amounts due the contractor such sum as DES and purchaser determine to be necessary to protect the purchaser against potential loss or liability.

The rights and remedies of DES and/or the purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by DES, the contractor shall:

- Stop all work, order fulfillment, shipments, and deliveries under the contract on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the contract except as is necessary to complete or fulfill such portion of the contract that is not terminated;
- Complete or fulfill such portion of the contract that is not terminated in compliance with all contractual requirements;

- Assign to the purchaser, in the manner, at the times, and to the extent directed by DES on behalf of the purchaser, all of the rights, title, and interest of the contractor under the orders and subcontracts so terminated, in which case the purchaser has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DES and/or the purchaser to the extent DES and/or the purchaser may require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to the purchaser and deliver in the manner, at the times, and to the extent directed by DES on behalf of the purchaser any property which, if the contract had been completed, would have been required to be furnished to the purchaser;
- Take such action as may be necessary, or as DES and/or the purchaser may direct, for the protection and preservation of the property related to this contract which is in the possession of the contractor and in which DES and/or the purchaser has or may acquire an interest.

**5. Primary Contacts:** The primary contact individual (or their named successor) for this Participating Addendum is as follows:

**Contractor**

<b>Name</b>	Michelle Chapin
<b>Address</b>	Two Riverfront Plaza, 6 <sup>th</sup> Floor, Newark, NJ 07102
<b>Telephone</b>	973-303-7787
<b>Email</b>	Michelle.chapin@us.panasonic.com

**Participating Entity**

<b>Name</b>	Momi Friedlander Contract Specialist Department of Enterprise Services
<b>Address</b>	1500 Jefferson Street SE, Olympia, WA 98501
<b>Telephone</b>	360-407-8505
<b>Email</b>	Momi.friedlander@des.wa.gov

**6. Minority and Women's Business Enterprises (MWBE)**

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its contracts by minority and woman-owned businesses firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community. In addition, the state welcomes participation by self-identified minority and woman owned firms and strongly encourages such firms to become certified by OMWBE.

Panasonic shall consider and encourage minority and women owned firms in their pool of subcontractors. However, unless required by federal statutes, regulations, grants, or contract terms no preference will be included in the evaluation of bids

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original solicitation shall apply. Contact OMWBE for information on other certified firms for potential sub-contracting arrangements. DES encourages participation by non-MWBE firms as well as MWBE firms. Prior to performance, an awarded bidder that is a MWBE or intends to use MWBE subcontractors is encouraged to identify the participating firm(s) to DES.

#### **6.1. Public records and exempt information**

All documents submitted by said Contractor to DES during the performance of this agreement shall become public records. They are subject to disclosure unless specifically exempt under Revised Code of Washington (RCW) 42.56 (The Public Records Act).

**Confidential documents:** DES strongly discourages submittal of any confidential material. DES considers confidential material to be any portion of your submittal clearly marked all or in part "Confidential," "Proprietary" or "Trade Secret" (or the equivalent).

- DES reserves the right to return, reject or disqualify any submittal that includes confidential material.

**Public records requests:** If a public records request seeks to view or obtain a copy of your RFP submittal, and if your submittal includes content clearly marked "Confidential," "Proprietary" or "Trade Secret" (or the equivalent), DES will:

- Notify you of the date DES will disclose the requested records;
- Give you an opportunity to seek a court order that stops DES from disclosing the records.

DES shall not:

- Evaluate or defend your claim of confidentiality. It is your responsibility to support your claim and take appropriate legal action to do so;
- Withhold or redact your documents without a court order.

Questions about the confidentiality of your submittal can be directed to the Procurement Coordinator or the DES Public Records Officer at (360) 407-8768 or [publicrecords@des.wa.gov](mailto:publicrecords@des.wa.gov).

#### **6.2 Legal notices**

Any notice or demand or other communication required or permitted to be given under the contract or applicable law (except notice of malfunctioning Equipment) will be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax numbers, e-mail addresses provided in the *Authorized Offer and Contract Signature Page* below. For purposes of complying with any provision in the contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.



Notices will be effective upon receipt or four business days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to the contract is served upon contractor or DES, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. The contractor and DES further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

### **6.3. Liens, claims and encumbrances**

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if DES or the purchaser requests, a formal release of same shall be delivered to the respective requestor.

### **6.4 Payment**

#### **a. Advance payment prohibited:**

No advance payment shall be made for the products and services furnished by contractor under this contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

#### **b. Payment:**

Payment is the sole responsibility of, and will be made by, the purchaser.

Under Chapter 39.76 RCW , if purchaser fails to make timely payment(s), contractor may invoice for 1 percent per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified otherwise in the solicitation, net 30 days will automatically apply.

Payment(s) made in accordance with contract terms shall fully compensate the contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by contractor.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the contractor.

Note: when the state has been overcharged or otherwise reimbursed, the purchaser may elect to have either direct payments or written credit memos issued. If the contractor fails to make timely payment(s) or issuance of credit memos, the purchaser may impose a 1% per month on the amount overdue 30 days after notice to the contractor.

#### **c. Invoicing and discounts**

Contractor must provide a properly completed invoice to purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice must be identified by the associated contract number; the contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM), the applicable purchaser's order number, and must be in U.S. dollars. Invoices must be prominently annotated by the contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the solicitation.

Invoices for payment will accurately reflect all discounts due the purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of contractor has been accepted by the purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

## **6.5 Taxes, Fees and Licenses**

### **a. Taxes**

Where required by statute or regulation, the contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, the purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the contractor shall be made for federal excise taxes and the purchaser agrees to furnish contractor with an exemption certificate where appropriate.

### **b. Collection of retail sales and use taxes**

In general, contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with contractor's ability to establish or maintain a market for its products in Washington. Examples of such activity include where the contractor either directly or by an agent or other representative:

- Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- Maintains an in-state inventory or stock of goods for sale;
- Regularly solicits orders from purchasers located within the State of Washington via sales representatives entering the State of Washington;
- Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with purchasers in an attempt to establish or maintain market(s); or
- Other factors identified in WAC 458-20.

**c. Department of Revenue registration for out-of-state contractors**

Out-of-state contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state contractors are not required to collect and remit "use tax," purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

**d. Taxes on invoice**

Contractor shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

**e. Overpayments to Contractor**

Contractor shall refund to purchaser the full amount of any erroneous payment or overpayment under this contract within 30 days' written notice. If contractor fails to make timely refund, purchaser may charge contractor 1 percent per month on the amount due, until paid in full.

**6.6 Information and Communications**

**Proprietary or confidential information**

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, DES shall maintain the confidentiality of contractor's information marked confidential or proprietary. If a request is made to view contractor's proprietary information, DES will notify contractor of the request and of the date that the records will be released to the requester unless contractor obtains a court order enjoining that disclosure. If contractor fails to obtain the court order enjoining disclosure, DES will release the requested information on the date specified.

The state's sole responsibility shall be limited to maintaining the above data in a secure area and to notify contractor of any request(s) for disclosure for so long as DES retains contractor's information in DES records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by contractor of any claim that such materials are exempt from disclosure.

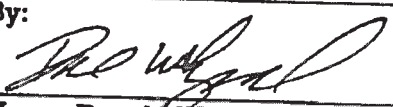
**7. Subcontractors:** All Panasonic dealers and resellers authorized in the State of Washington are approved to provide sales and service support to participants authorized by this Participating Addendum and shall be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

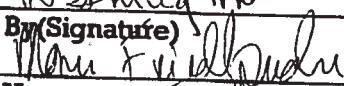

**8. Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All orders placed by the Participating Entities or Purchasing Entities within the State must include the Participating State contract number: 05816-011 as well as the Lead

State Master Agreement Number: MNNVP-124.

Purchase orders must be submitted with a valid quote and written acceptance from agency prior to contract performance.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By:	By: 
Name:	Name: Donald W. Szczepaniak
Title:	Title: Vice President
Date:	Date: 9/14/15

Participating State: Washington	Participating State: Washington
By (Signature): 	By (Signature): 
Name: Mom Feighender	Name: Scott Smith
Title: Contract Specialist	Title: State IT Procurement MGR
Date: 29 Sept. 2015	Date: 9/29/15

## Contract Summary

### Computer Equipment



**Contract#:** 05815 **Replaces:** 06112 **Related Contracts:** 08313, 10314, 05214

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**Products Available:** PC's, laptops, tablets, storage, servers, and related commodities.

**Description:** The Washington State Department of Enterprise Services, through participation with NASPO ValuePoint, has established master contracts for the following product categories: Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals (e.g. monitors, audiovisual equipment, instructional equipment, cabling, modems, network to support servers, storage and client applications such as routers and switches)

**The following awarded vendors are currently available to Washington State purchasers:**

Apple Inc. • Computer Technology Link Corp. • Dell Marketing, L.P. • EMC Corporation • Fujitsu • HP Inc. • Hewlett Packard Enterprise • IBM Corporation • Lenovo, Inc. • Lenovo Global Technology Inc. • Microsoft • NetApp, Inc. • Nimble Storage, Inc. • Panasonic • PureStorage • Tegile Systems, Inc. • Toshiba America Information Systems, Inc. • Transource Service Corporation • Xiotech Corporation

**Ordering Steps:**

1. Navigate to the Vendor Products & Sales column on the **Contract Summary Page** and click on the vendor logos for vendor webpages that contain contact information, Products and Services Schedules (price lists), authorized resellers, and ordering instructions.

NOTE: Vendor webpages and ordering options vary from vendor to vendor. Typically, Purchasers can order online, by phone or by email either directly from the vendor or from its authorized resellers.

2. Reference Washington State Master Contract No. 05815 on the Purchase Order.

3. If needed, to review terms and conditions of a vendor's NASPO ValuePoint Master Agreement and/or its Participating Addendum with Washington State, navigate to the Contract Documents column on the **Contract Summary Page**.

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**Current Term Start Date:** 10-01-2015 **Award Date:** 03-31-2015

**Est. Annual Worth:** \$66,605,839

**Current Term Ends On:** 03-31-2020 **Final Term Ends On:** 03-31-2020

**Diversity:** 0% WBE 0% MBE

**# of Bids Received:** 38

**Contact Info:** Master Contracts & Consulting – Scott Geist at (360) 407-9429 or [scott.geist@des.wa.gov](mailto:scott.geist@des.wa.gov)

**Who can use this contract?**

» Organizations with Master Contract Usage Agreements



**Current Documents****Historical  
Documents****Resources**

» Pricing,  
Ordering and  
Reseller  
Information

» Original  
Solicitation  
Documents  
» Amendment  
Log

» Contract Comments  
» Vendor and Contract Performance Feedback  
» Best Buy Form

<b>Contractors</b>	<b>OMWBE</b>	<b>Veteran</b>	<b>Small Business</b>
APPLE INC. - W6141		N	N
CTL - W35403		N	N
DELL - W26764		N	N
EMC CORPORATTION - W8095		N	N
FUJITSU AMERICA, INC. - W21190		N	N
HEWLETT PACKARD - W6537		N	N
HEWLETT-PACKARD ENTERPRISE COMPANY - W53482		N	N
IBM - W38772		N	N
LENOVO CORPORATION - W23492		N	N
MICROSOFT CORPORATION - W1457		N	N
NETAPP INC - W24464		N	N
NIMBLE STORAGE, INC. - W49683		N	N
PANASONIC/SYNNEX - W47643		N	N
PURE STORAGE, INC. - W54329		N	N
TEGILE SYSTEMS, INC. - W52889		N	N
TOSHIBA AMERICA INFORMATION SYSTEMS, INC - W27401		N	N
TRANSOURCE SERVICES CORP - W12288		N	N
XIOTECH CORPORATION - W112		N	N

Information about the number of bids received is included to show:

- Vendors which contracts would benefit from more competition.
- Assure our customers that we sought the best overall value through as many competitive bids as possible.



The symbol of a tree indicates that environmentally preferred or friendly products are available. These products may not be available from all vendors on this contract.

#### NASPO ValuePoint

The NASPO ValuePoint Cooperative Purchasing Organization (formerly WSCA-NASPO) creates multi-State contracts in order to achieve cost-effective and efficient acquisition of quality products and services. NASPO VP contracts maximize cost avoidance, reduce individual state administrative costs, and encourage market competition and product availability through standard specifications and consolidated requirements. NASPO VP contracts are available for use by public agencies when approved by the State Purchasing Director. [List of current NASPO ValuePoint contracts](#)



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

04/30/2018

<u>Date Rec'd</u>	4/13/2018
<u>Clerk's File #</u>	PRO 2017-0032
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	KYLE TWOHIG 625-6152	<u>Project #</u>	2014092
<u>Contact E-Mail</u>	KTWOHIG@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 19276
<u>Agenda Item Name</u>	0370 - ADMIN RESERVE INCREASE - SHAMROCK PAVING, INC.		

Agenda Wording

Authorization to increase the administrative reserve on the contract with Shamrock Paving, Inc (Spokane, WA), for Mission Avenue Grind & Overlay - Division Street to Hamilton Street - for an increase of \$80,000.00 for a total administrative reserve

Summary (Background)

On phase one of the project, we found that the existing infrastructure was in worse condition than anticipated. In particular, overruns have occurred on pavement patching, curb removal and replacement, and concrete/asphalt cutting. As the asphalt was being removed for drainage structure removal and replacement and catch basin pipe removal and replacement, a second concrete road with embedded railroad ties (and in some locations a third cobble stone road) was found below the existing street.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	

Expense	\$ 80,000.00	# 3200 95090 95300 56501 99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 4/23/18
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	Engineering Admin	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		mdovol@apokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	

## Briefing Paper (PIES Committee)

<b>Division &amp; Department:</b>	Engineering Services
<b>Subject:</b>	Mission Ave. Grind & Overlay Administrative Reserve Increase
<b>Date:</b>	4/23/18
<b>Contact (email &amp; phone):</b>	Joel Graff <a href="mailto:jgraff@spokanecity.org">jgraff@spokanecity.org</a> 625-1151
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Project is in the 6 Year Street Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	For council consideration. Request will be forwarded to the council agenda for approval.
<p><b>Background/History:</b> <i>Engineering Project #2014092</i> – Mission Grind &amp; Overlay is an ongoing resurfacing project located in the Logan neighborhood. The project is being constructed in two phases. The first phase included closing the westbound lanes from Hamilton to Division to install new drainage structures, catch basin pipes, curb ramps, and resurface the street. The second phase has closed the eastbound lanes to install new drainage structures, catch basin pipes, curb ramps, and resurface the street.</p> <p>On phase one of the project, we found that the existing infrastructure was in worse condition than anticipated. In particular, overruns have occurred on pavement patching, curb removal and replacement, and concrete/asphalt cutting. As the asphalt was being removed for drainage structure removal and replacement and catch basin pipe removal and replacement a second concrete road with embedded railroad ties (and in some locations a third cobble stone road) was found below the existing street. As a result, the trench widths became significantly wider than planned and increased pavement patching.</p> <p>Engineering Services is requesting an additional \$80,000 to complete the project.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• <i>It is estimated that pavement patching will overrun by an estimated \$99,000.</i></li> <li>• <i>It is estimated that removal and replacement of existing curbs will overrun by an estimated \$22,000.</i></li> <li>• <i>It is estimated that saw cutting concrete and asphalt will overrun by an estimated \$17,000.</i></li> </ul> <p><i>The bulk of these items will be handled within the current administrative reserve. An increased administrative reserve request for \$80,000 will be forwarded for council approval.</i></p>	

**Budget Impact:**

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

**Operations Impact:**

Consistent with current operations/policy? ☐ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☐ No ☐ N/A

Specify changes required:

Known challenges/barriers:



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

04/30/2018

<u>Date Rec'd</u>	4/10/2018
<u>Clerk's File #</u>	OPR 2018-0252
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY ATTORNEY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MIKE ORMSBY 6287	<u>Project #</u>	
<u>Contact E-Mail</u>	MORMSBY@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR19261
<u>Agenda Item Name</u>	0500 SPECIAL COUNSEL CONTRACT		

Agenda Wording

Craig Trueblood and K&L Gates shall act as Special Counsel for the City to provide legal advice and counsel regarding environmental matters for the Wastewater Management Department

Summary (Background)

Outside Counsel shall provide legal services and advice to the City regarding strategy for on-going Dissolved Oxygen TMDL process, and for an integrated approach for CSO Reduction and Planning. Counsel shall assist with NPDES permitting process, development of projects and water quality risk analysis and provide strategy for response/collaboration on potential third party environmental claims.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 53,100.00	# 4320-30210-35141-54105
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session</u>	4/23/18
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	craig.trueblood@klgates.com	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	mdoval@spokanecity.org	
<u>Additional Approvals</u>		cconklin@spokanecity.org	
<u>Purchasing</u>		eschoedel@spokanecity.org	
		kbrooks@spokanecity.org	
		acline@spokanecity.org	
		smsimmons@spokanecity.org	



**City of Spokane**

**SPECIAL COUNSEL CONTRACT**

THIS CONTRACT is between the **City of Spokane**, a Washington State municipal corporation, as ("City"), and **Craig Trueblood of the Law Firm K & L Gates, LLP**, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158, as ("Firm"). Individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Firm shall act as **Special Counsel for the City to provide legal advice and counsel regarding environmental matters for the Wastewater Management Department**, consistent with applicable laws and this Contract. The Firm shall comply with the attached "General Terms and Conditions for Outside Counsel".
2. **CONTRACT TERM.** The Contract shall begin upon signature by both parties and run until terminated or completion of services, whichever is earlier. The City reserves the right to terminate this Contract, with or without cause, as determined in the sole discretion of the City Attorney.
3. **COMPENSATION.** The City shall pay the hourly fees and other charges as stated in the attached exhibit, up to a maximum amount of **FIFTY THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$53,100.00)**, as full compensation for everything furnished and done under this contract. The hourly fees charged reflect the Firm's current fees discounted at ten (10%) percent.
4. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
5. **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.
6. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply

with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

7. INSURANCE. During the term of the Contract, the Firm 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 and \$2,000,000 in the aggregate, 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 the Firm's services to be provided under this Contract; and
- C. Professional Liability (E&O) Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Contract. If coverage is to be provided on a claims-made basis, the Firm shall warrant that any policy retroactive date precedes the effective date of the Contract. The coverage must remain in effect for at least two (2) years after the Contract is completed.

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 Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

8. INDEMNIFICATION. The Firm shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Firm's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Firm to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Firm's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Firm, its agents or employees. The Firm specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Firm's own employees against the City and, solely for the purpose of this indemnification and defense, the Firm specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Firm recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement. "Provided the insurance requirements of the Agreement are met, the City of Spokane agrees that it will not pursue any claims (or portions of claims) under this Indemnification clause that are beyond the indemnification

obligations imposed under applicable law unless they are otherwise covered by insurance maintained by K & L Gates LLP.”

9. DEBARMENT AND SUSPENSION.

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

10. 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 Firm 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 Firm 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.

11. 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 Contract shall continue to be in full force and effect.
- B. 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.
- C. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- D. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

Dated: \_\_\_\_\_

K & L GATES, LLP

By: \_\_\_\_\_

Title: \_\_\_\_\_

Email address: \_\_\_\_\_

\_\_\_\_\_

Attachments that are part of this Contract:  
Debarment Certificate  
General Terms and Conditions for Outside Counsel  
Fee Schedule

U2018-39b



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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

## **General Terms and Conditions for Outside Counsel**

### **I. SCOPE OF REPRESENTATION**

- A. The Firm will be engaged on a case-by-case basis to represent the City, and if applicable, its employees and elected officials in lawsuits which are filed in Superior Court or Federal District Court. Specific assignments may include investigation of claims, all aspects of litigation, appeals, and additional legal representation or consultation tasks as assigned by the City Attorney. If a conflict of interest arises between the City and any department employee, it will be resolved in accordance with the Rules of Professional Conduct.
- B. Interaction with the City.  
Unless prohibited by the Rules of Professional Conduct, the Firm's interaction with the City will comply with the following guidelines:
1. The City Attorney must be given advance notice of any significant decisions in order to participate fully in the decision making process.
  2. The City Attorney must be provided with advance drafts of all significant documents (policy statements, pleadings, memoranda) in sufficient time to participate fully in decisions regarding such documents.
  3. The City Attorney must routinely receive copies of all other documents, including correspondence and internal legal memoranda.
  4. The City Attorney must fully participate in all deliberations and decisions regarding possible settlement of a case.
  5. The City Attorney must participate in the selection of all consultants or experts. No subcontracting is permitted under this Contract without the specific authorization of the City Attorney.
  6. Any extensive legal research proposed by the Firm must be discussed in advance with the City Attorney.
  7. The City Attorney must be advised as soon as reasonably possible of any potential conflicts in representation.
- C. The City reserves the right to designate a specific attorney(s) in the Firm to work on specific matters as lead counsel or associate lead counsel for the services rendered pursuant to any referral contract. The City further reserves the right to approve any attorney offered to provide services.
- D. Conflicts of Interest.  
The Firm or attorney who is selected to represent the City must disclose any actual or potential conflicts of interest, and will be prohibited from engaging in or carrying on, any legal work on behalf of any client that is directly adverse to the City or its interests, without the specific written consent and waiver of the Office of the City Attorney. Waivers will be evaluated on a case-by-case basis. The Firm or attorney engaged to represent the City shall have a continuing duty to disclose such information. The Office of the City Attorney

will NOT sign “blanket” waivers.

E. Confidential Information.

All confidential communications between the City, its officers, employees or agents, and the Firm, whether oral or written, and all documentation whether prepared by the Firm or the City shall be considered privileged and shall not be disclosed, except by the written consent of the City Attorney.

F. Subcontracting.

No portion of the work will be subcontracted without prior written approval of the Office of the City Attorney.

G. Advertising.

The name of the City shall not be included in any promotional or advertising materials by the Firm without the prior written approval of the City Attorney’s Office.

## II. BILLING PROCEDURES

A. Billing Procedures.

1. Billings by the Firm shall be submitted on a monthly basis.
2. Unless otherwise agreed upon in advance in writing, the City will be charged for services rendered on an hourly basis and billings will be reflected in increments of one-tenth of an hour.
3. Each billing statement shall be set forth for each date services were performed:
  - A brief summary of the services provided; and
  - The number of hours, or fractions of hours spent by each provider; and
  - The hourly rates of each provider.
4. Expenses and disbursements shall be shown in detail:
  - Air travel shall be approved by the City in advance and is reimbursable at coach rates; and
  - The City must NOT be charged for courier service or other expedited mail delivery, unless the urgency was caused by the City or the City requests the service; and
  - Billings for experts or consultants retained by the Firm shall be provided in a substantially similar format as outlined above.
5. **Any changes in outside counsel’s fee schedule shall be discussed with the City Attorney prior to implementation.**

6. The Firm has been retained because of its expertise. The City shall not be billed for basic general legal or technical research necessary to educate staff or less experienced attorneys in the Firm without advanced City approval.
7. The City shall not be billed for any time spent in preparing or reviewing the Firm's billings to the City or for internal quality control procedures.
8. Unless approved in advance, the City will NOT reimburse for time spent by more than one (1) attorney attending meetings, witness interviews, depositions, hearings and the like.

B. Payment.

The Firm shall send its applications for payment to the City Attorney's Office, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Firm's invoice, except as provided by state law.

C. Audit.

The Firm shall keep adequate and accurate records supporting all amounts invoiced to the City, and must maintain the records for at least six (6) years following completion of any work. The Firm shall allow authorized City representatives to review and audit all records related to services provided under any contract with the City.

## FEE SCHEDULE FOR 2018

### HOURLY RATES

#### **CURRENT FEES ARE SUBJECT TO CHANGES**

Partner	\$485.00
Associate Attorney	\$360.00
Paralegal	\$260.00
Intern(s)	\$NC

#### **CITY SHALL PAY FOR:**

- Reimbursing Costs
- Litigation Expenses
- Disbursements and Out-Of-Pocket Expenses
  - Computerized Legal Research
  - Court Reporter Appearance Fees
  - Deposition (Transcription and/or Video) Fees
  - Fees for Retrieval of Records
  - Mediation or Arbitration Fees
  - Court Costs and Filing Fees
  - Payments to Outside Investigators
  - Expert Witnesses and/or Expert Consultants
  - Court Transcripts
  - Demonstrative Aids
  - Witness Fees
  - Mileage (See General Conditions)
  - All Other Items for which the Firm may advance or incur costs for the City's benefit



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

04/30/2018

<u>Date Rec'd</u>	3/28/2018
<u>Clerk's File #</u>	OPR 2017-0267
<u>Renews #</u>	

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MICHAEL 625-6468	<u>Project #</u>	
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG	<u>Bid #</u>	RFP 4340-17
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR19302
<u>Agenda Item Name</u>	5300 NUVODIA LLC EXTENSION		

Agenda Wording

This is an extension of time and increase of funds to OPR2017-0267 with Nuvodia, LLC for Project Management assistance. May 1, 2018 - December 31, 2018. \$400,672.00 plus tax.

Summary (Background)

Nuvodia is currently assisting the PMO in managing or supporting: DSC Project Coordination, Project Charter Request Business Analyst Support, COOP Project Management, FMS Manual Interface Reassessment Planning, Asset Management System Assessment Project Management, Records Management Program Management, and Financial System Program Management.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 400,672.00 plus tax	# 5300-73250-18880-54201
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	Fin Com 4/16/18
<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Contract Accounting - mdoval@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokancity.org	
		Taxes & Licenses	
		cpatrick@nuvodia.com	



**City of Spokane**

**CONTRACT EXTENSION  
WITH COST**

Title: **PROJECT MANAGEMENT CONTRACTOR**

This Contract Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **NU-VODIA, LLC**, whose address is 850 East Spokane Falls Blvd., Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City a Project Management Contractor to assist the Project Management Officer by Supporting and Managing Priority Projects for the City; and*

*WHEREAS, additional time is required, and thus the Contract time for performance needs to be formally extended by this written document.*

*-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:*

**1. CONTRACT DOCUMENTS.**

The Contract, dated May 8, 2017, 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. EFFECTIVE DATE.**

This Contract Extension shall become effective on May 1, 2018.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through December 31, 2018.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **FOUR HUNDRED THOUSAND SIX HUNDRED SEVENTY TWO AND NO/100 DOLLARS (\$400,672.00)**, not including tax, for everything furnished and done under this Contract Extension.

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

**NUVODIA, LLC**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Contract Extension:**

18-077

# Briefing Paper

## Finance & Administration Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Nuvodia, LLC Project Management Assistance
<b>Date:</b>	April 16, 2018
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Nuvodia, LLC contract extension of time and increase of funds for Project Management assistance.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	December 31, 2018
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Continued assistance in order to keep our active projects on schedule.

### Background/History:

*This is an extension of time and increase of funds to OPR2017-0267 with Nuvodia, LLC for Project Management assistance.*

This budget request covers both planned and budgeted amounts for 2018 projects and an added request for business continuity and resiliency due to a recent unexpected loss of personnel. As briefed in previous Council sessions, City project management like construction project management will require external support either based on subject matter expertise or to have capacity for new one-time projects. With over 80 projects in progress and projected not approving additional capacity will stop efforts in key specialty areas.

Planned and budgeted project management needs for 2018:

Criminal Justice projects - This was planned/budgeted for up to \$100,000 but moved to internal PM staff on recent hiring someone with that expertise.	\$ 0
Financial Management Systems projects - Covering six primary areas and over 100 financial interfaces between departments and different systems	\$129,744
Development Service Center projects - Covering several high profile customer improvement projects	\$85,296
PM Capacity for 2018 projects - This is planned capacity need for new projects	\$65,632
	280,672

Unplanned but partially budgeted project management needs for 2018:

Business Continuity/Resiliency - New addition to continue this project without delay due to unexpected loss of senior staff assigned. Position being reviewed for 2019 budget. Lack of approval means 3-6+ month delay.	\$120,000
--	-----------

### Executive Summary:

- *Requesting \$400,672.00 plus tax for the remainder of 2018.*

- 2017 amount was \$489,840.00.
- Utilizing budget account # 5300-73250-18880-54201.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☐ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required:

Known challenges/barriers:



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

04/30/2018

<u>Date Rec'd</u>	3/28/2018
<u>Clerk's File #</u>	OPR 2017-0876
<u>Renews #</u>	

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MICHAEL 625-6468	<u>Project #</u>	
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG	<u>Bid #</u>	RFP 4340-17
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR19301
<u>Agenda Item Name</u>	5300 VOLT WORKFORCE SOLUTIONS EXTENSION		

Agenda Wording

This is an extension of time and increase of funds to OPR2017-0876 with Volt Workforce Solutions for Project Management assistance. May 1, 2018 - December 31, 2018. \$56,146.00 plus tax.

Summary (Background)

Volt is currently assisting the PMO in managing or supporting: GovQA Implementation, Innovation Team, eSuite Upgrade Business Analysis, and Project Charter Request Business Analyst Support.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$ 56,146.00 plus tax			# 5300-73250-18880-54201	
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>				<u>Council Notifications</u>	
<u>Dept Head</u>		SLOON, MICHAEL		<u>Study Session</u>	Fin Com 4/16/18
<u>Division Director</u>		FINCH, ERIC		<u>Other</u>	
<u>Finance</u>		BUSTOS, KIM		<u>Distribution List</u>	
<u>Legal</u>		ODLE, MARI		Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>		DUNIVANT, TIMOTHY		Contract Accounting - mdoval@spokanecity.org	
Additional Approvals				Legal - modle@spokanecity.org	
<u>Purchasing</u>		WAHL, CONNIE		Purchasing - cwahl@spokanecity.org	
				IT - itadmin@spokancity.org	
				Taxes & Licenses	
				ggarcia@volt.com	



**City of Spokane**

**CONTRACT EXTENSION  
WITH COST**

Title: **PROJECT MANAGEMENT CONTRACTOR**

This Contract Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **VOLT WORKFORCE SOLUTIONS**, whose address is 1420 North Mullan Road, Suite 110, Spokane Valley, Washington 99206 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City a Project Management Contractor to assist the Project Management Officer by Supporting and Managing Priority Projects for the City; and*

*WHEREAS, additional time is required, and thus the Contract time for performance needs to be formally extended by this written document.*

*-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:*

**1. CONTRACT DOCUMENTS.**

The Contract, dated December 15, 2017, 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. EFFECTIVE DATE.**

This Contract Extension shall become effective on May 1, 2018.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through December 31, 2018.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **FIFTY SIX THOUSAND ONE HUNDRED FORTY SIX AND NO/100 DOLLARS (\$56,146.00)** not including tax, for everything furnished and done under this Contract Extension.

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

**VOLT WORKFORCE SOLUTIONS**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Contract Extension:**

18-078

# Briefing Paper

## Finance & Administration Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Volt Workforce Solutions Project Management Assistance
<b>Date:</b>	April 16, 2018
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Volt Workforce Solutions contract extension of time and increase of funds for Project Management assistance.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	December 31, 2018
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Continued assistance in order to keep our active projects on schedule.
<b>Background/History:</b> <i>This is an extension of time and increase of funds to OPR2017-0876 with Volt Workforce Solutions for Project Management assistance. Volt is currently assisting in managing or supporting: GovQA Implementation, Innovation Team, eSuite Upgrade Business Analysis, and Project Charter Request Business Analyst Support.</i>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Requesting \$56,146.00 plus tax for the remainder of 2018.</li> <li>2017 amount was \$78,816.55.</li> <li>Utilizing budget account # 5300-73250-18880-54201.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

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

04/30/2018

<u>Date Rec'd</u>	4/4/2018
<u>Clerk's File #</u>	OPR 2018-0254
<u>Renews #</u>	

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MICHAEL 625-6468	<u>Project #</u>	
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	N/A
<u>Agenda Item Name</u>	5300 WSDOT INTERAGENCY AGREEMENT (2018)		

Agenda Wording

The purpose of this Agreement is to formally set forth the terms and conditions by which the CITY and WSDOT will operate, maintain, and repair the Underground Infrastructure that was installed under prior agreements to continue to promote (see pg 2)

Summary (Background)

The parties desire to formalize in a comprehensive written document the operation, maintenance, and repair obligations for the ITS fiber optic cable, conduit, vaults, inner duct, and associated equipment located within WSDOT and CITY owned right of way that was previously agreed to by the parties and which has been implemented in practice.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	04/16/18 Finance
<u>Division Director</u>	SLOON, MICHAEL	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	DALTON, PAT	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Contract Accounting - mdoval@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokancity.org	
		Taxes & Licenses	
		GribneM@ws.dot.wa.gov	





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

the transportation benefits to the CITY, WSDOT, and the Spokane region. In addition, it is the intent of the parties that additional System Segments may be added by amendment, as mutually agreed upon by the parties. The term of this Agreement shall be ten (10) years, commencing upon the last signature date of execution by both parties and terminating at 11:59 p.m. on the day before the eleventh (11th) anniversary of the commencement date, unless terminated earlier.

Summary (Background)

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List


**INTERAGENCY AGREEMENT  
BETWEEN  
WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF SPOKANE**

WSDOT Agreement GMB-1084/ City of Spokane Agreement OPR2017-\_\_\_\_\_

THIS INTERAGENCY AGREEMENT (Agreement) is made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) and the CITY OF SPOKANE (CITY).

**RECITALS**

A. WSDOT and the CITY have previously entered into arrangements under which the parties coordinated the installation, operation, maintenance, and repair of fiber optic cable and associated equipment within WSDOT and CITY owned right of way for the purpose of enhancing traffic flow in the Spokane region through the use of Intelligent Transportation Systems (ITS). These installations were done on a project by project basis that commenced in the early 1990's. The funding for these projects varied and included the comingling of State and City funds and grants for the improvement of the Spokane Regional Transportation Management System.

B. WSDOT and the CITY recognize a regional need for dedicated fiber optic cable and communication conduit to provide the Spokane region with dedicated transportation communication lines to ITS devices, computer networks, interagency communication, and intra-agency communication.

C. WSDOT and/or the CITY currently own and/or have control over certain ITS fiber optic conduit, fiber optic cable, vaults, inner duct, and associated equipment located within WSDOT and CITY owned right of way that benefits the traveling public.

D. The parties desire to formalize in a comprehensive written document the operation, maintenance, and repair obligations for the ITS fiber optic cable, conduit, vaults, inner duct, and associated equipment located within WSDOT and CITY owned right of way that was previously agreed to by the parties and which has been implemented in practice.

E. It is in the interest of the CITY and WSDOT to enter into this Agreement and the CITY and WSDOT are authorized to enter into this Agreement pursuant to RCW 39.34.030.

**AGREEMENT**

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED THAT:

**I. DEFINITIONS**

**1.1 Definitions.** All capitalized terms used in this Agreement but not expressly defined herein, have the respective meanings set forth below.

**"Agreement"** shall mean this document, all exhibits, and other documents incorporated by reference herein, and all amendments to the above listed documents.

**“Business Days and Hours”** shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

**“CITY”** shall mean the City of Spokane.

**“Intelligent Transportation System” or “ITS”** shall mean electronics, communications, or information processing used singly or in combination to improve the efficiency or safety of a surface transportation system.

**“Limited Access Highway”** shall mean a WSDOT-owned highway facility that has been established as a limited access facility in accordance with chapter 47.52 RCW.

**“RCW”** shall mean the Revised Code of Washington.

**“Segment”** shall mean a section of right of way and the System located therein used in this Agreement to assign the rights and obligations of the parties covered by this Agreement.

**“State”** shall mean the state of Washington.

**“System”** shall mean the individual Intelligent Transportation Systems as detailed in **Exhibit C**.

**“Underground Infrastructure”** shall mean the ITS fiber optic cable, conduit, pull boxes, vaults, innerduct, and any other equipment intended for ITS fiber optic connectivity.

**“Utility Locate Functions” or “Locate Functions”** shall mean the mapping and locating of the Underground Infrastructure per chapter 19.122 RCW.

**“WSDOT”** shall mean the Washington State Department of Transportation.

## **II. PURPOSE; CONTRACT STRUCTURE**

**2.1 Purpose.** The purpose of this Agreement is to formally set forth the terms and conditions by which the CITY and WSDOT will operate, maintain, and repair the Underground Infrastructure that was installed under prior agreements to continue to promote the transportation benefits to the CITY, WSDOT, and the Spokane region. In addition, it is the intent of the parties that additional System Segments may be added by amendment, as mutually agreed upon by the parties.

### **2.2 Contract Structure.**

**2.2.1 Segments.** For administrative purposes, the Systems that are located within WSDOT and CITY owned right of way that are the subject of this Agreement have been categorized into identifiable right of way Segments. These Segments are listed below and are further defined and depicted in the attached **Exhibit C**.

**2.2.1 Segment 1:** Division Street, I-90 to Spokane River and connection to Spokane Regional Traffic Management Center located at 221 W First Avenue

**2.2.2 Segment 2:** Division Street, South Bank of the Spokane River, across the Spokane River Bridge to WSDOT at 2714 N Mayfair Street

**2.2.3 Segment 3:** Combined Communication Campus

**2.2.4 Segment 4:** Third Avenue, Maple Street to Division

**2.2.5 Segment 5:** Jefferson Street I-90 to Third Avenue

**2.2.6 Segment 6:** Maple Street, I-90 to Third Avenue

**2.2.7 Segment 7:** US 2 North Foothills Drive to Hawthorne

**2.2.8 Segment 8:** I-90 at Rosamond Avenue

**2.2.9 Segment 9:** I-90 at Geiger Boulevard

**2.2.10 Segment 10:** Sprague Avenue from Division Street to Hatch Street

**2.2.11 Segment 11:** Sprague Avenue from Hatch Street to Havana Street

**2.2.12 Segment 12:** Sprague Avenue to Third Avenue on Freya

**2.2.13 Segment 13:** Sprague Avenue to I- 90 on Havana Road

**2.2.2 Authorized System Use.** The authorized use by a party of the other party's System is detailed by Segment in the attached **Exhibit A**.

**2.2.3 Maintenance, Repair, and Locate Functions.** The allocation of System maintenance and Locate Function responsibilities between WSDOT and the CITY are detailed by Segment in the attached **Exhibit A**.

**2.2.4 Cost Allocation of Maintenance, Repair, and Locate Functions.** The allocation of the costs of maintenance and Locate Functions between WSDOT and the CITY are detailed by Segment in the attached **Exhibit B**.

### **III. TERM AND EXTENSIONS**

**3.1 Term.** The term of this Agreement shall be ten (10) years, commencing upon the last signature date of execution by both parties and terminating at 11:59 p.m. on the day before the eleventh (11<sup>th</sup>) anniversary of the commencement date, unless terminated earlier as provided elsewhere herein.

**3.2 Extensions.** Upon the mutual agreement of the parties, this Agreement may be extended for three (3) additional ten (10) year terms under such terms and conditions as the parties may then agree upon. Any such extension and terms and conditions shall be in the form of a written amendment to this Agreement executed by both parties.

### **IV. ASSETS**

**4.1 System Assets.** The CITY and WSDOT agree that the Underground Infrastructure shall be used as detailed in the attached **Exhibit A**.

#### **4.2 Real Property Assets.**

**4.2.1 General.** The parties acknowledge and agree that nothing herein does or is intended to convey to the other party any title or interest in each party's real property ownership. In addition, nothing herein does or is intended to alter each party's statutory ownership, obligations, and rights regarding the right of ways that are subject to this Agreement.

#### **4.2.2 WSDOT Access to CITY-Owned Real Property.**

**4.2.2.1** The CITY hereby provides WSDOT the right to enter upon CITY-owned property that is the subject of this Agreement, as detailed in the attached **Exhibit C**, for the limited purposes of installing, operating, maintaining, and repairing the Underground Infrastructure located therein, as detailed in the attached **Exhibit A**.

**4.2.2.2** Nothing herein authorizes WSDOT to permanently occupy or use the CITY right of way. Upon the expiration or termination of this Agreement, WSDOT must, at the sole discretion of the CITY, either: (1) remove its fiber optic cable from the CITY right of way at its own expense; or (2) disconnect (i.e., unlight) its fiber optic cable at no expense to the CITY. The CITY's exercise of discretion shall be made in writing to the WSDOT Technical Contact 1 identified in the attached **Exhibit D** and in the manner described in as **Section 18 Notices** herein.

#### **4.2.3 CITY Access to WSDOT-Owned Real Property.**

**4.2.3.1** WSDOT hereby provides the CITY the right to enter upon WSDOT right of way, expressly excluding Limited Access Highway right of way, that is the subject of this Agreement, and as detailed in the attached **Exhibit C**, for the limited purposes of installing, operating, maintaining and repairing the Underground Infrastructure located therein, as detailed in the attached **Exhibit A**

**4.2.3.2** Nothing herein authorizes the CITY to permanently occupy or use the WSDOT right of way. Upon the expiration or termination of this Agreement, The CITY must, at the sole discretion of WSDOT, either: (1) remove its fiber optic cable from the WSDOT right of way at its own expense; or (2) disconnect (i.e., unlight) its fiber optic cable at no expense to the WSDOT. WSDOT's exercise of this right shall be made in writing to the CITY Technical Lead 1 as identified in the attached **Exhibit D** and in the manner described in **Section 18 Notices** herein.

### **V. MAINTENANCE, REPAIR. AND UTILITY LOCATE**

**5.1 WSDOT Maintenance, Repair, and Utility Locate Responsibilities.** WSDOT agrees to maintain and perform all Utility Locate Functions and maintenance of Underground Infrastructure covered in this Agreement that are located in WSDOT Limited Access Highways from the latter of the time the highway facility is declared to be operational as a limited access facility by WSDOT or upon system acceptance. In addition, WSDOT agrees to maintain and perform all Utility Locate Functions for Underground Infrastructure that are located on CITY right of way, are for the sole use of WSDOT, and are not part of a CITY joint use trench. The CITY and the WSDOT shall agree to the cost of maintenance or repair work prior to its performance. The WSDOT will notify the CITY Contract Manager 2 in the attached **Exhibit D** and obtain concurrence on a cost estimate for the maintenance or repair work. In the event the parties cannot agree to the cost of maintenance or repair, the cost shall be determined in accordance with the Cooperation and Dispute Resolution process set forth in **Article XIV**.

**5.2 CITY Maintenance, Repair, and Utility Locate Responsibilities.** The CITY agrees, upon system acceptance, to perform all utility locate functions and maintenance of Underground Infrastructure covered in this Agreement that are located in CITY and WSDOT joint use trenches, outside of WSDOT Limited Access Highway. The CITY and the WSDOT shall agree to the cost of maintenance or repair work prior to its performance. The CITY will notify the WSDOT Invoicing in the attached **Exhibit D** and obtain concurrence on a cost estimate for the maintenance or repair work. In the event the parties cannot agree to the cost of maintenance or repair, the cost shall be determined in accordance with the Cooperation and Dispute Resolution process set forth in **Article XIV**.

**5.3 Allocation of Maintenance and Utility Locate Costs.** The CITY and WSDOT agree to the allocation of the costs for maintenance and Utility Locate Functions as detailed in the attached **Exhibit B**.



## VI. DAMAGE ASSESSMENT AND RESTORATION WORK

**6.1.** For the purposes of this section, "restoration work" is distinct from repair work and includes, but is not limited to the act of returning underground infrastructure to a normal condition after it has been damaged by a third party.

**6.2** The parties agree the CITY shall assess damaged Underground Infrastructure at joint use installations, that are located outside the WSDOT Limited Access Highways. The cost of conduit restoration shall be borne by the conduit owner. The cost of fiber restoration shall be shared as detailed in the attached **Exhibit B**. The CITY and WSDOT shall agree to the cost restoration work prior to its performance. The CITY shall notify the WSDOT Invoicing Contact, as identified in the attached **Exhibit D**, to obtain concurrence on a cost estimate for the restoration work prior to beginning any work. In the event the parties cannot agree to the cost of restoration, the cost shall be determined in accordance with the Cooperation and Dispute Resolution process set forth in **Article XIV**. The Underground Infrastructure shall be restored as expeditiously as possible

**6.3** The parties agree the WSDOT shall assess damaged Underground Infrastructure at joint use installations located inside WSDOT Limited Access Highways. The cost of conduit restoration shall be borne by the conduit owner. The cost of fiber restoration shall be shared as detailed in the attached **Exhibit B**. The WSDOT shall notify the CITY Contract Manager 2, as identified in the attached **Exhibit D**, to obtain concurrence on a cost estimate for the restoration work prior to beginning any work. In the event the parties cannot agree to the cost of restoration, the cost shall be determined in accordance with the Cooperation and Dispute Resolution process set forth in **Article XIV**. The Underground Infrastructure shall be restored as expeditiously as possible.

## VII. REVIEW OF PLANS AND SPECIFICATIONS

**7.1** WSDOT agrees that it shall provide the CITY with a meaningful opportunity to review System plans and specifications developed by WSDOT pertaining to the portion of WSDOT's System work that will take place within the CITY's right of way that is subject to this Agreement. The purpose of such review shall be to check for compliance with CITY specifications prior to any work being started. Any such review by the CITY shall be at the CITY's sole expense.

**7.2** The CITY agrees that it shall provide WSDOT with a meaningful opportunity to review System plans and specifications developed by the CITY pertaining to the portion of the CITY's System work that will take place within the right of way where WSDOT's Underground Infrastructure is independently located or where located in a CITY and WSDOT joint Underground Infrastructure. The purpose of such review shall be to check for compliance with WSDOT specifications prior to any work being started. Any such review by WSDOT shall be at WSDOT's sole expense.

**7.3** The WSDOT Technical Contact 1 and the CITY Technical Contact 1, as identified in the attached **Exhibit D**, shall be the designated representatives to coordinate the review of plans and specifications as provided in this Section.

## VIII. COMPENSATION

**8.1** Each party agrees to reimburse the other party for the maintenance and repair work performed by the other party in accordance with the allocation of maintenance and repair work as set forth in the attached **Exhibit B**.

**8.2** Unless otherwise indicated in this Agreement, there will be an indirect cost rate added to each monthly invoice. The rate added to each invoice will be the then current indirect cost rate as follows:

For WSDOT the indirect cost rate shall be the indirect cost rate as approved by the Federal Highway Administration, which is subject to change July 1 of each year; For the CITY the indirect cost rate shall be the indirect cost rate as approved by the City Council, which is subject to change January 1 of each year.

## **IX. BILLING PROCEDURE**

**9.1** The billing party will submit to the other party properly itemized invoices that shall include:

**9.1.1** WSDOT and CITY Agreement numbers: WSDOT Agreement GMB-1084/ City of Spokane Agreement OPR2017-\_\_\_\_\_;

**9.1.2** Location of the work performed;

**9.1.3** Description of the work performed;

**9.1.4** Date(s) the work was performed, including the number of hours worked;

**9.1.5** Labor description, number of hours worked, and hourly rate;

**9.1.6** Indirect cost rate;

**9.1.7** Applicable taxes;

**9.1.8** Other applicable charges; and

**9.1.9** Total invoice price

**9.2** WSDOT shall invoice the CITY Contract Manager 2, as identified in the attached **Exhibit D**, for any maintenance or emergency repairs performed by WSDOT under this Agreement. The CITY shall remit payment to WSDOT within thirty (30) calendar days from date of the invoice.

**9.3** CITY shall invoice the WSDOT Invoicing Contact, as identified in the attached **Exhibit D**, for any maintenance or emergency repairs performed by the CITY under this Agreement. The WSDOT shall remit payment to CITY within thirty (30) calendar days from date of the invoice.

## **X. TERMINATION**

**10.1 Termination for Convenience.** Either party may terminate this Agreement upon ninety (90) calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**10.2 Termination for Default.** In the event a party does not fulfill in a timely and proper manner its obligations under this Agreement, or if a party violates any of the terms and conditions of this Agreement, the aggrieved party may terminate this Agreement upon fifteen (15) calendar days' prior written notice to the responsible party, unless such longer period, as may be reasonably determined by the aggrieved party, if the responsible party is diligently working to cure the default.

## **XI. FUNDING CONTINGENCY**

In the event funding from State, federal, or other sources is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the party whose funding is affected, may, at its option:

**11.1** Terminate this Agreement with thirty (30) Business Days' advance notice to the other party. If this Agreement is terminated, the parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination;

**11.2** Renegotiate the terms of this Agreement under those new funding limitations and conditions; or

**11.3** Pursue such other alternative as the parties mutually agree to in writing.

## **XII. ALLOCATION OF LIABILITY**

**12.1** To the extent allowed by law, the CITY shall protect, save, and hold harmless WSDOT, its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the CITY, its agents, contractors, or employees, arising out of, or in connection with, its acts or activities or the acts or activities of its, agents, contractors, or employees, related to this Agreement. The CITY further agrees to defend WSDOT, its agents or employees, in any litigation, including payment of any costs or attorneys' fees, for any claims or action commenced, arising out of, or in connection with, the acts or activities related to this Agreement. The obligations in this paragraph shall not include such claims, costs, damages, or expenses to the extent caused by the acts of WSDOT or its authorized agents or employees; provided that, if the claims or damages are caused by or result from the concurrent acts of (a) WSDOT, its agents, contractors, or employees and (b) the CITY, its agents, contractors, or employees, or involves those actions covered by chapter 4.24.115 RCW, this indemnity provision shall be valid and enforceable only to the extent of the acts of the CITY's agents or employees.

**12.2** To the extent allowed by law, WSDOT, its successors and assigns, will protect, save, and hold harmless the City, its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of WSDOT, its agents, contractors, or employees, arising out of or in connection with its acts or activities or the acts or activities of its agents, contractors, or employees, related to this Agreement. WSDOT further agrees to defend the CITY, its agents or employees, in any litigation, including payment of any costs or attorneys' fees, for any claims or action commenced, arising out of, or in connection with, the acts or activities related to this Agreement. The obligations in this paragraph shall not include such claims, costs, damages, or expense to the extent caused by the acts of the CITY or its authorized agents or employees; provided that, if the claims or damages are caused by or result from the concurrent acts of (a) the CITY, its agents, contractors, or employees by or result from the concurrent acts of; (b) WSDOT, its agents, contractors, or employees, or involves those actions covered by chapter 4.24.115 RCW, this indemnity provision shall be valid and enforceable only to the extent of the acts of WSDOT or WSDOT's agents or employees.

**12.3** The CITY specifically assumes potential liability for actions brought by the CITY's own employees against WSDOT and, solely for the purpose of this indemnification and defense, the CITY specifically waives any immunity under the state industrial insurance law, Title 51 RCW and has been mutually negotiated by the parties.

**12.4** WSDOT specifically assumes potential liability for actions brought by WSDOT's own employees against the CITY and, solely for the purpose of this indemnification and defense, WSDOT specifically waives any immunity under the state industrial insurance law, Title 51 RCW and has been mutually negotiated by the parties.

**12.5** The indemnification provisions in this paragraph shall survive the expiration or termination of this Agreement.

### **XIII. RECORDS MAINTENANCE**

**13.1** The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the work described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Provided, that if any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13.2** Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed.

**13.3** The parties acknowledge that each party is subject to the terms and conditions of the Public Records Act, chapter 42.56 RCW. Each party recognizes that certain documents and records may include confidential information that is otherwise exempt from disclosure. Should such records become the subject of Public Records Request the party subject to the request will promptly notify the other party of the request and the date by which it anticipates producing the requested records. It shall be the responsibility of the party whose record is being requested to take such action as is necessary to prevent disclosure. Each party shall utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

### **XIV. COOPERATION AND DISPUTE RESOLUTION**

**14.1** WSDOT and the CITY mutually agree the parties shall work cooperatively to resolve problems or issues arising under this Agreement in a timely manner.

**14.2** The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Agreement.

**14.2.1 FOR WSDOT:**

Ken Heale, Traffic Management & Electronics Manager  
Department of Transportation  
2714 N. Mayfair Street  
Spokane, WA 99207-2050  
(509) 323-8490  
Healek@wsdot.wa.gov

**14.5.2 FOR CITY:**

Michael Sloon  
808 W. Spokane Falls Blvd.  
Spokane, WA 992021  
(509) 625-6468  
vmelvin@spokanecity.org

**14.3** The Designated Representatives shall confer to resolve disputes that arise under this Agreement as requested by either party. The Designated Representatives shall use their best efforts and exercise good faith to resolve such disputes.

**14.4** In the event the Designated Representatives are unable to resolve the dispute, the Contract Manager or his/her designee for WSDOT, and the Contract Manager 1 for CITY, or her/his designee shall confer and exercise good faith to resolve the dispute.

**14.5** In the event the Contract Manager for WSDOT and Contract Manager 1 for CITY are unable to resolve the dispute, the parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the timeframe the parties are willing to discuss the disputed issue(s).

**14.6** Each party shall bring to the mediation session, unless excused from doing so by the mediator, a representative from its side with full settlement authority. In addition, each party shall bring counsel and such other persons as needed to contribute to a resolution of the dispute. The mediation process is to be considered settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such conference from later discovery or use in evidence; Provided, that any settlement executed by the parties shall not be considered confidential and may be disclosed. Each party shall pay its own costs for mediation and share equally in the cost of the mediator. The venue for the mediation shall be in Spokane, Washington, unless the parties mutually agree in writing to a different location.

**14.7** If the parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then either party may institute a legal action in the County of Spokane, State of Washington, unless another venue is mutually agreed to in writing. The parties agree that they shall have no right to seek relief in a court of law until and unless each of the above procedural steps has been exhausted.

## **XV. CONTRACT MANAGEMENT**

**15.1 Contact Information.** All contact information for the management of this Agreement shall be identified in the attached **Exhibit D**. **Exhibit D** may be updated by either party for their agency only and shall be submitted in writing or electronic mail to the other party by the Contract Administrators as an administrative amendment to the Exhibits. Any update to **Exhibit D** shall state the effective date of said update.

**15.2 Contract Signatory Authority.** The Contract Signatory Authorities identified in **Exhibit D** are the individuals authorized to sign this Agreement and any amendment hereto to bind their respective agencies.

**15.3 Technical Leads.** The Technical Leads identified in **Exhibit D** shall be lead for their respective party on all technical and troubleshooting issues regarding the performance of this Agreement. The Technical Leads shall be responsible for facilitating with the other party's Technical Leads for any interagency technical communications and/or coordination necessary with this Agreement.

### **15.4 Invoicing.**

**15.4.1** WSDOT shall submit invoices under this Agreement to the CITY Contract Manager 2 identified in **Exhibit D**.

**15.4.2** CITY shall submit invoice under this Agreement to the WSDOT Invoicing contact identified in **Exhibit D**.



## **XVI. NOTICES**

Any notice or demand or other communication required or permitted to be given under this Agreement or applicable law shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested as follows:

**16.1** If the notice is to be given to the CITY, it shall be given to the CITY, Contract Signature Authority 2 and CITY Contract Manager 2, as identified in the attached **Exhibit D**.

**16.2** If the notice is to be given to WSDOT, it shall be given to the WSDOT Contract Signature Authority and the WSDOT Contract Manager, as identified in **Exhibit D**.

## **XVII. GENERAL**

**17.1 Recitals, Exhibits and Attachments.** The recitals of this Agreement are hereby incorporated into this Agreement. All exhibits, attachments, and documents referenced in this Agreement are hereby incorporated into this Agreement.

**17.2 Order of Precedence.** In the event of any conflict among the Contract Documents, the order of precedence shall be as set forth below:

**17.2.1** Agreement Amendments;

**17.2.2** The Agreement;

**17.2.3** Agreement Exhibit Amendments;

**17.2.4** Agreement Exhibits.

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

**17.4 Assignment.** Neither this Agreement, nor any rights created by it, may be assigned or transferred.

**17.5 Assurances.** The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, State and local laws, rules, and regulations as they currently exist or as amended.

**17.6 Interpretation.** This Agreement shall be interpreted in accordance with the laws of the state of Washington. The titles to paragraphs and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

**17.7 Amendments.** This Agreement may be amended by the mutual written agreement of the parties executed by personnel authorized to bind each of the parties, as identified in the attached **Exhibit D**.

**17.8 Waiver.** A failure by a party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the waiving party and attached to the original Agreement.

**17.9 All Writings Contained Herein.** This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties.

**17.10 Venue.** Venue of any action brought under this Agreement shall be in Superior Court for Spokane County.

**17.11 Severability.** If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

**17.12 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 including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The parties agree to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: The Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's with Disabilities Act, to the extent those laws are applicable to the subject matter of this Agreement

**17.13 Anti-kickback.** No officer or employee of the parties, 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.

**17.14 Financing:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

**17.15 Agreement to be Filed:** Each party shall file this Agreement with their respective clerks and/or place it on its web site or another electronically retrievable public source, provided this Agreement shall be immediately effective upon the filing and publication by either and the failure of a party to comply with this requirement shall not invalidate this Agreement.

## **XVIII. CONTRACT EXECUTION**

**18.1 Authority to Bind.** The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

**18.2 Counterparts.** This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Spokane

State of Washington  
Department of Transportation

\_\_\_\_\_  
City Administrator Date

\_\_\_\_\_  
Michael R. Gribner Date  
Regional Administrator, Eastern Region

ATTEST:

APPROVAL AS TO FORM:

\_\_\_\_\_  
City Clerk Date

*Patricia K. Nightingale* 5/10/17  
\_\_\_\_\_  
Patricia K. Nightingale Date  
Assistant Attorney General

APPROVAL AS TO FORM:

*Pat Dalton* 10/10/17  
\_\_\_\_\_  
City Attorney Date



## **Exhibit A**

### **AUTHORIZED USE OF SEGMENTS**

All terms capitalized herein shall have the meaning as set forth in Interagency Agreement between Washington State Department of Transportation and City of Spokane (WSDOT Agreement GMB-1084, City of Spokane Agreement OPR2017-\_\_\_\_\_), unless otherwise stated.

The CITY and WSDOT agree to the following allocation of rights and responsibilities for each Segment as follows:

#### **Segment 1: Division Street, I-90 to Spokane River and connection to Spokane Regional Traffic Management Center (SRTMC) located at 221 W 1<sup>st</sup> Avenue**

1. The WSDOT agrees to allow the CITY to, access, and use the equivalent of one (1) four (4) inch conduit (or 4 inner ducts) located on Division Street between I-90 and the South bank of the Spokane River, on Riverside Avenue between Division Street and Browne Street, on Browne Street between Riverside Avenue and Sprague Avenue, and on Sprague Avenue between Browne Street and the SRTMC, as shown on GMB-1084, Exhibit C, Segment 1, Sheets 1-2.
2. The CITY agrees to perform Locate Functions and maintenance of structures for the joint use trench that are located within the CITY right of way, as shown on GMB-1084, Exhibit C, Segment 1, Sheets 1-2.
3. The WSDOT agrees to perform Locate Functions and maintenance of structures for the joint use trench that are inside the WSDOT Limited Access Highway, as shown on GMB-1084, Exhibit C, Segment 1, Sheets 1-2.
4. The CITY agrees to allow the WSDOT access to 12 strands of fiber from the vault in the North East corner of Riverside and Browne for the WSDOT to access a connection to 610 W. Riverside. This vault is shown on GMB-1084, Exhibit C, Segment 1, Sheet 2.

#### **Segment 2: Division Street, South Bank of the Spokane River, across the Spokane River Bridge to WSDOT at 2714 N Mayfair Street**

1. The CITY agrees to allow the WSDOT to access and use the equivalent of two (2) inner ducts along Division Street from the South shore of the Spokane River (including crossing the Spokane River on the Spokane River Bridge) to North Foothills Drive, and on North Foothills Drive between Division Street and the WSDOT campus at 2714 North Mayfair, as shown on GMB-1084, Exhibit C, Segment 2, Sheets 3-5.
2. The CITY agrees to perform Locate Functions and maintenance of structures for the joint use trench located within the CITY right of way, as shown on GMB-1084, Exhibit C, Segment 2, Sheets 3-5.

#### **Segment 3: Combined Communication Campus**

1. The WSDOT has installed the necessary equipment to transmit traffic video via fiber optic cable from the SRTMC to the Combined Communications Building and the Emergency Operations Center.
2. The CITY agrees to assume oversight and maintenance responsibilities for equipment installed in the Combined Communications Building and the Emergency Operations Center that delivers live traffic video from SRTMC.

3. WSDOT will retain ownership and maintenance responsibilities for Emergency Operations Center equipment installed at the SRTMC.

**Segment 4: Third Avenue, Maple Street to Division**

1. The CITY agrees to allow the WSDOT access to one (1) four (4) inch conduit with four (4) inner ducts for WSDOT on Third Avenue between Maple Street and Division Street, as shown on GMB-1084, Exhibit C, Segment 4, Sheets 6-11.

2. The CITY agrees to allow the WSDOT to access vaults that connect to the conduit run on Third Avenue between Maple Street and Division Street for the purpose of installing a communication line, as shown on GMB-1084, Exhibit C, Segment 4, Sheets 6-11.

3. The WSDOT agrees to allow the CITY to access and use of 12 single mode fiber optic lines of the Slate tube out of a 144 single mode fiber optic cable.

4. The CITY agrees to perform Locate Functions, maintenance of structures, and fiber optic lines for the joint use trench located within the CITY right of way, as shown on GMB-1084, Exhibit C, Segment 4, Sheets 6-11.

**Segment 5: Jefferson Street I-90 to Third Avenue.**

1. The CITY agrees to allow the WSDOT to access conduits, vaults, and fiber optic lines on Jefferson Street between I-90 and Third Avenue, as shown on GMB-1084, Exhibit C, Segment 5, Sheets 12-13.

2. WSDOT agrees, to perform all Locate Functions and maintenance of vaults, fiber optic lines, and conduits carrying fiber optic lines that are located on Jefferson Street between I-90 and Third Avenue, as shown on GMB-1084, Exhibit C, Segment 5, Sheets 12-13.

**Segment 6: Maple Street, I-90 to Third Avenue**

1. The WSDOT agrees to allow access to two (2) four (4) inch conduit for the CITY on Maple Street between I-90 and Third Avenue, as shown on GMB-1084, Exhibit C, Segment 6, Sheets 14-15.

2. The City agrees, to perform all Locate Functions and maintenance of vaults, fiber optic lines, and conduits carrying fiber optic lines that are located on Maple Street between Fourth and Third Avenue, as shown on GMB-1084, Exhibit C, Segment 6, Sheets 14-15.

3. WSDOT agrees to perform all Locate Functions and maintenance of vaults, fiber optic lines, and conduits carrying fiber optic lines that are located on Maple Street between I-90 and Fourth Avenue, as shown on GMB-1084, Exhibit C, Segment 6, Sheets 14-15.

**Segment 7: US 2 North Foothills Drive to Hawthorne**

1. The WSDOT agrees to allow access to one (1) four (4) inch conduit and inner ducts for the CITY on Division Street between Euclid Avenue and Hawthorne Street, as shown on GMB-1084, Exhibit C, Segment 7, Sheets 16-43.

2. The CITY agrees to allow the WSDOT access to one four (4) inch conduit with inner ducts for the WSDOT on Division Street between North Foothills Drive and Euclid Avenue, as shown on GMB-1084, Exhibit C, Segment 7, Sheets 16-43.



3. The WSDOT agrees to allow the CITY to access vaults that connect to the conduit run on Division Street between Euclid Avenue and Hawthorne Avenue for the purpose of installing a communication line, as shown on GMB-1084, Exhibit C, Segment 7, Sheets 16-43.

4. The CITY agrees to allow the WSDOT to access vaults that connect to the conduit run on Division Street between Ruby Avenue and Euclid Avenue for the purpose of installing a communication line, as shown on GMB-1084, Exhibit C, Segment 7, Sheets 16-43.

5. The CITY agrees to perform all Locate Functions and maintenance of conduits carrying fiber optic lines, and structures that are located on US 2 between Foothills Drive and Hawthorne Avenue, as shown on GMB-1084, Exhibit C, Segment 7, Sheets 16-43.

#### **Segment 8: I-90 at Rosamond Avenue**

1. The vault shown on GMB-1084, Exhibit C, Segment 8, Sheets 44-45, which lies within the CITY right-of-way and outside of the Limited Access Highway, shall be owned by the CITY.

2. The CITY agrees to perform all Locate Functions and maintenance of structures, covered by GMB-1084, Exhibit C, Segment 8, Sheets 44-45

3. The WSDOT agrees to allow the CITY to access and use 12 single mode fiber optic lines of the Slate tube out of a 144-line single mode fiber optic cable.

#### **Segment 9: I-90 at Geiger Boulevard**

1. The WSDOT agrees to allow the CITY access to conduits, vaults, and fiber optic lines on Geiger Boulevard between the vault in the South East corner of Geiger Boulevard and Grove Road to Geiger Boulevard and Rowand Road, as shown on GMB-1084, Exhibit C, Segment 9, Sheets 46-47.

2. WSDOT agrees, to perform all Locate Functions and maintenance of vaults, fiber optic lines, and conduits carrying fiber optic lines that are located on I-90 to the vault located in the North Rowand Road and to the WSP Facility, as shown on GMB-1084, Exhibit C, Segment 9, Sheets 46-47.

3. The WSDOT agrees to allow the CITY to access and use 12 single mode fiber optic lines of the main line 144 fiber optic Slate tube, as shown on GMB-1084, Exhibit C, Segment 9, Sheets 46-47.

#### **Segment 10: Sprague Avenue from Division Street to Hatch Street**

1. The WSDOT agrees to allow the CITY to access conduits, vaults, and fiber optic lines on Sprague Avenue, between Hatch Street and Division Street, as shown on GMB-1084, Exhibit C, Segment 10, Sheets 48-50.

2. The WSDOT agrees to allow the CITY access to six (6) inner ducts installed from Sprague Avenue and Division Street to Sprague Avenue and Hatch Street in two (2) existing four (4) inch diameter WSDOT conduits, as shown on GMB-1084, Exhibit C, Segment 10, Sheets 48-50.

3. The WSDOT agrees to allow the CITY access to 24 single mode fiber optic lines out of a 96 fiber optic single mode fiber optic cable installed in one (1) WSDOT inner duct.

4. The CITY agrees, to perform all Locate Functions and maintenance of structures and conduits carrying fiber optic lines located on CITY right of way, as shown on GMB-1084, Exhibit C, Segment 10, Sheets 48-50.

#### **Segment 11: Sprague Avenue from Hatch Street to Havana Street**

1. The CITY agrees to allow the WSDOT to access conduits, vaults, and fiber optic lines on Sprague Avenue between Hatch Street and Havana Street, as shown on GMB-1084, Exhibit C, Segment 11, Sheets 51-54.

2. The CITY agrees to allow the WSDOT to access two (2) inner ducts installed from Sprague Avenue and Hatch Street to Sprague Avenue and Havana Street in one (1) four (4) inch diameter CITY conduit, as shown on GMB-1084, Exhibit C, Segment 11, Sheets 51-54.

3. The WSDOT agrees to allow the CITY access to 24 single mode fiber optic lines out of a 96 fiber optic single mode fiber optic cable installed in one (1) WSDOT inner duct.

4. The CITY agrees, to perform all Locate Functions and maintenance of structures and conduits carrying fiber optic lines that are located on CITY right of way, as shown on GMB-1084, Exhibit C, Segment 11, Sheets 51-54.

#### **Segment 12: Sprague Avenue to Third Avenue on Freya**

1. The WSDOT agrees to allow the CITY to access conduits, vaults, and fiber optic lines on Freya Avenue, between Sprague Avenue and Third Avenue, as shown on GMB-1084, Exhibit C, Segment 12, Sheets 55-57.

2. The WSDOT agrees to allow the CITY access to four (4) inner ducts installed from Sprague Avenue to third Avenue on Freya Avenue in one (1) four (4) inch diameter WSDOT conduit, as shown on GMB-1084, Exhibit C, Segment 12, Sheets 55-57.

3. The WSDOT agrees to allow the CITY access to 24 single mode fiber optic lines out of a 96 fiber optic single mode fiber optic cable installed in one (1) WSDOT inner duct.

4. The CITY agrees, to perform all Locate Functions and maintenance of structures and conduits carrying fiber optic lines covered that are located on City right of way, as shown on GMB-1084, Exhibit C, Segment 12, Sheets 55-57.

5. WSDOT agrees, to perform all Locate Functions and maintenance of structures and conduits carrying fiber optic lines that are located on the WSDOT right of way, as shown on GMB-1084, Exhibit C, Segment 12, Sheets 55-57.

#### **Segment 13: Sprague Avenue to I-90 on Havana Road**

1. The CITY agrees to allow the WSDOT to access conduits, vaults, and fiber optic lines on Havana Road, between Sprague Avenue and I-90, as shown on GMB-1084, Exhibit C, Segment 13, Sheets 58-61.

2. The CITY agrees to allow the WSDOT access to two (2) inner ducts installed from Sprague Avenue to I-90 on Havana Road, in one (1) of two (2) four (4) inch diameter CITY conduits, as shown on GMB-1084, Exhibit C, Segment 13, Sheets 58-61.

3. The WSDOT agrees to allow the CITY access to 24 single mode fiber optic lines out of a 96 fiber optic single mode fiber optic cable installed in one (1) WSDOT inner duct.

4. The CITY agrees, to perform all Locate Functions and maintenance of structures and conduits carrying fiber optic lines that are located on CITY right of way, as shown on GMB-1084, Exhibit C, Segment 13, Sheets 58-61.

5. WSDOT agrees, to perform all Locate Functions and maintenance of structures and conduits carrying fiber optic lines that are located on the WSDOT right of way, as shown on GMB-1084, Exhibit C, Segment 13, Sheets 58-61.



## **Exhibit B Maintenance and Locate Cost Allocation**

All terms capitalized herein shall have the meaning as set forth in Interagency Agreement between Washington State Department of Transportation and City of Spokane (WSDOT Agreement GMB-1084/ City of Spokane Agreement OPR201-\_\_\_\_\_), unless otherwise stated.

The CITY and WSDOT agree to the following allocation of maintenance and locate cost responsibilities for each Segment as follows:

### **Segment 1, Exhibit C, Sheets 1-2: Division Street, I-90 to Spokane River and connection to Spokane Regional Traffic Management Center (SRTMC) located at 221 W 1<sup>st</sup> Avenue**

1. Excavation and backfill for emergency repair of damaged Underground Infrastructure, CITY 50%, WSDOT 50%.
2. Vault installation for emergency repair of damaged Underground Infrastructure, CITY 50%, WSDOT 50%.
3. Emergency cable repair in cables that contain communication lines owned by the CITY and WSDOT shall be based on the percentage of repaired lines owned by each agency.
4. Maintenance and Utility Locate Functions outside of Limited Access Highways, CITY 100%, WSDOT 0%.
5. Maintenance including Utility Locate Functions inside of Limited Access Highways, CITY 0%, WSDOT 100%.
6. Repairs to damaged vaults, concrete vault lids, or manhole rings and covers, CITY 50%, WSDOT 50%.

### **Segment 2, Exhibit C, Sheets 3-5: Division Street, South Bank of the Spokane River, across the Spokane River Bridge to WSDOT at 2714 N Mayfair Street**

1. Excavation and backfill for emergency repair of damaged Underground Infrastructure, CITY 50%, WSDOT 50%.
2. Vault installation for emergency repair of damaged Underground Infrastructure, CITY 50%, WSDOT 50%.
3. Emergency cable repair in cables that contain communication lines owned by the CITY and WSDOT shall be based on the percentage of repaired lines owned by each agency.
4. Maintenance and Utility Locate Functions, CITY 100%, WSDOT 0%.
5. Repairs to damaged vaults, concrete vault lids, or manhole rings and covers, CITY 50%, WSDOT 50%.

### **Segment 3: Combined Communication Campus**

1. Maintenance and replacement of existing equipment related to traffic video transmission located on the Combined Communication Center and the Fire Training Center (Emergency Operations Center), CITY 100%, WSDOT 0%.

2. Maintenance and replacement of existing equipment related to traffic video transmission located in the Spokane Regional Traffic Management Center, CITY 0%, WSDOT 100%.

**Segment 4, Exhibit C, Sheets 6-11: Third Avenue, Maple Street to Division**

1. Excavation and backfill for emergency repair of damaged Underground Infrastructure, CITY 50%, WSDOT 50%.

2. Vault installation for emergency repair of damaged Underground Infrastructure, CITY 50%, WSDOT 50%.

3. Emergency cable repair in cables that contain communication lines owned by the CITY and WSDOT shall be based on the percentage of repaired lines owned by each agency.

4. Maintenance and Utility Locate Functions, CITY 100%, WSDOT 0%.

5. Repairs to damaged vaults, concrete vault lids, or manhole rings and covers, CITY 50%, WSDOT 50%.

**Segment 5, Exhibit C, Sheets 12-13: Jefferson Street I-90 to Third Avenue**

1. Excavation and backfill for emergency repair of damaged Underground Infrastructure, CITY 0%, WSDOT 100%.

2. Vault installation for emergency repair of damaged Underground Infrastructure, CITY 0%, WSDOT 100%.

3. Emergency cable repair shall be borne by the WSDOT.

4. Maintenance and Utility Locate Functions, CITY 0%, WSDOT 100%.

5. Repairs to damaged vaults, concrete vault lids, or manhole rings and covers, CITY 0%, WSDOT 100%.

**Segment 6, Exhibit C, Sheets 14-15: Maple Street, I-90 to Third Avenue**

1. Excavation and backfill for emergency repair of damaged Underground Infrastructure, CITY 50%, WSDOT 50%.

2. Vault installation for emergency repair of damaged Underground Infrastructure, CITY 50%, WSDOT 50%.

3. Emergency cable repair in cables that contain communication lines owned by the CITY and WSDOT shall be based on the percentage of repaired lines owned by each agency.

4. Maintenance and Utility Locate Functions outside of Limited Access Highways, CITY 100%.

5. Maintenance and Utility Locate Functions inside of Limited Access Highways, WSDOT 100%.

6. Repairs to damaged vaults, concrete vault lids, or manhole rings and covers, CITY 50%, WSDOT 50%.



**Segment 7, Exhibit C, Sheets 16-43: US 2 North Foothills Drive to Hawthorne**

1. Excavation and backfill for emergency repair of damaged Underground Infrastructure, CITY 50%, WSDOT 50%.
2. Vault installation for emergency repair of damaged Underground Infrastructure, CITY 50%, WSDOT 50%.
3. Emergency cable repair in cables that contain communication lines owned by the CITY and WSDOT shall be based on the percentage of repaired lines owned by each agency.
4. Maintenance and Utility Locate Functions, CITY 100%, WSDOT 0%.
5. Repairs to damaged vaults, concrete vault lids, or manhole rings and covers, CITY 50%, WSDOT 50%.

**Segment 8, Exhibit C, Sheets 44-45: I-90 at Rosamond Avenue**

1. Excavation and backfill related to emergency repair of damaged Underground Infrastructure, CITY 50%, WSDOT 50%.
2. Vault and vault installation related to emergency repair of damaged Underground Infrastructure, CITY 50%, WSDOT 50%.
3. Maintenance and Utility Locate Functions outside of Limited Access Highways, CITY 100%.
4. Maintenance and Utility Locate Functions inside of Limited Access Highways, WSDOT 100%.
5. Repairs to damaged vaults, concrete vault lids, or manhole rings and covers, CITY 50%, WSDOT 50%.

**Segment 9, Exhibit C, Sheets 46-47: I-90 at Geiger Boulevard**

1. Excavation and backfill for emergency repair of damaged Underground Infrastructure, CITY 0%, WSDOT 100%.
2. Vault installation for emergency repair of damaged Underground Infrastructure, CITY 0%, WSDOT 100%.
3. Emergency cable repair in cables that contain communication lines owned by the CITY and WSDOT shall be based on the percentage of repaired lines owned by each agency.
4. Maintenance and Utility Locate Functions, CITY 0%, WSDOT 100%.
5. Repairs to damaged vaults, concrete vault lids, or manhole rings and covers, CITY 0%, WSDOT 100%.

**Segment 10, Exhibit C, Sheets 48-50: Sprague Avenue from Division Street to Hatch Street**

1. Excavation and backfill for emergency repair of damaged Underground Infrastructure, CITY 50%, WSDOT 50%.

2. Vault installation for emergency repair of damaged Underground Infrastructure, CITY 50%, WSDOT 50%.
3. Emergency cable repair in cables that contain communication lines owned by the CITY and WSDOT shall be based on the percentage of repaired lines owned by each agency.
4. Maintenance and Utility Locate Functions, CITY 100%, WSDOT 0%.
5. Repairs to damaged vaults, concrete vault lids, or manhole rings and covers, CITY 50%, WSDOT 50%.

**Segment 11, Exhibit C, Sheets 51-54: Sprague Avenue from Hatch Street to Havana Street**

1. Excavation and backfill for emergency repair of damaged Underground Infrastructure, CITY 50%, WSDOT 50%.
2. Vault installation for emergency repair of damaged Underground Infrastructure, CITY 50%, WSDOT 50%.
3. Emergency cable repair in cables that contain communication lines owned by the CITY and WSDOT shall be based on the percentage of repaired lines owned by each agency.
4. Maintenance and Utility Locate Functions, CITY 100%, WSDOT 0%.
5. Repairs to damaged vaults, concrete vault lids, or manhole rings and covers, CITY 50%, WSDOT 50%.

**Segment 12, Exhibit C, Sheets 55-57: Sprague Avenue to Third Avenue on Freya**

1. Excavation and backfill for emergency repair of Underground Infrastructure, CITY 50%, WSDOT 50%.
2. Vault installation for emergency repair of damaged Underground Infrastructure, CITY 50%, WSDOT 50%.
3. Emergency cable repair in cables that contain communication lines owned by the CITY and WSDOT shall be based on the percentage of repaired lines owned by each agency.
4. Maintenance and Utility Locate Functions outside of Limited Access Highways, CITY 100%, WSDOT 0%.
5. Maintenance and Utility Locate Functions inside of Limited Access Highways, CITY 0%, WSDOT 100%.
6. Repairs to damaged vaults, concrete vault lids, or manhole rings and covers, CITY 50%, WSDOT 50%.

**Segment 13, Exhibit C, Sheets 58-61: Sprague Avenue to I-90 on Havana Road**

1. Excavation and backfill for emergency repair of damaged Underground Infrastructure, CITY 50%, WSDOT 50%.
2. Vault installation for emergency repair of damaged Underground Infrastructure, CITY 50%, WSDOT 50%.

3. Emergency cable repair in cables that contain communication lines owned by the WSDOT and CITY shall be based on the percentage of repaired lines owned by each agency.

4. Maintenance and Utility Locate Functions outside of Limited Access Highways, CITY 100%, WSDOT 0%.

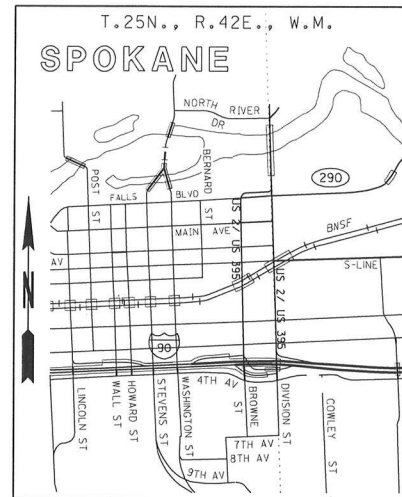
5. Maintenance and Utility Locate Functions inside of Limited Access Highways, CITY 0%, WSDOT 100%

6. Repairs to damaged vaults, concrete vault lids, or manhole rings and covers, CITY 50%, WSDOT 50%.

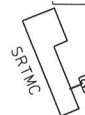
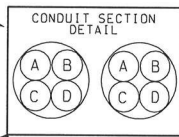
Exhibit C

Segment 1

Division Street, I90 to Spokane River  
With  
Connection to SRTMC



TWO 4" CONDUITS WITH  
FOUR 1" INNERDUCTS  
FOUR INNERDUCTS FOR WSDOT USE  
FOUR INNERDUCTS FOR CITY USE



CITY ACCESS  
AND USE OF  
4-1" INNERDUCTS

RIVERSIDE AVE.

SPOKANE FALLS BLVD

BROWNE STREET

BROWNE STREET

SPRAGUE AVE

FIRE STATION  
#1

CITY ACCESS  
AND USE OF  
4-1" INNERDUCTS

CITY ACCESS  
AND USE OF  
1-4" CONDUIT

DIVISION

DIVISION

AVISTA VAULT

MAIN AVE.

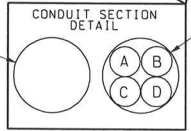
PINE STREET

1ST AVE.

PACIFIC AVE.

SHORT STREET

WB I-90



ONE EMPTY 4" CONDUIT  
FOR CITY USE

4" CONDUIT WITH  
4-1" INNERDUCT  
WSDOT



Exhibit C

Segment 2

Division Street, South Bank of  
Spokane River, to  
WSDOT 2714 N. Mayfair

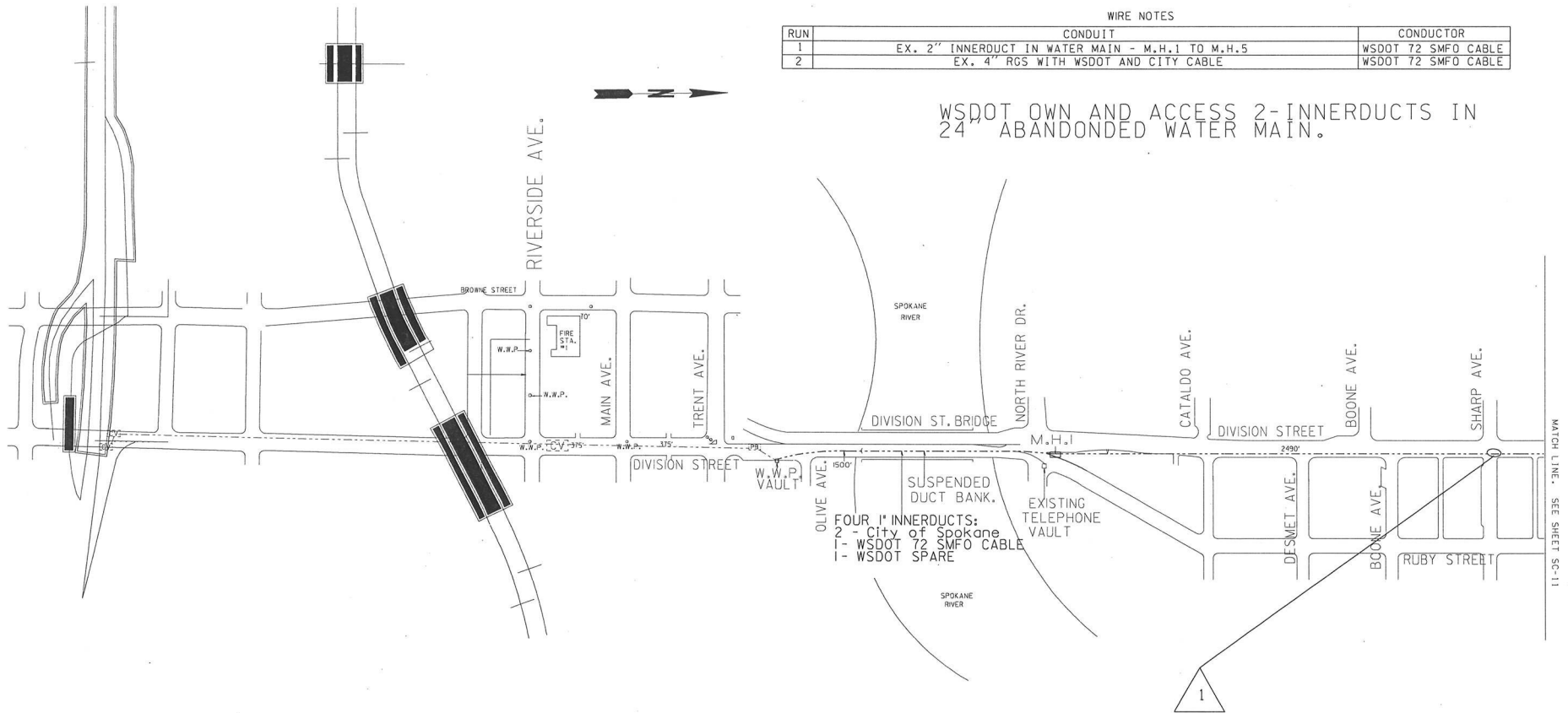


I-90

BN


WIRE NOTES		
RUN	CONDUIT	CONDUCTOR
1	EX. 2" INNERDUCT IN WATER MAIN - M.H.1 TO M.H.5	WSDOT 72 SMFO CABLE
2	EX. 4" RGS WITH WSDOT AND CITY CABLE	WSDOT 72 SMFO CABLE

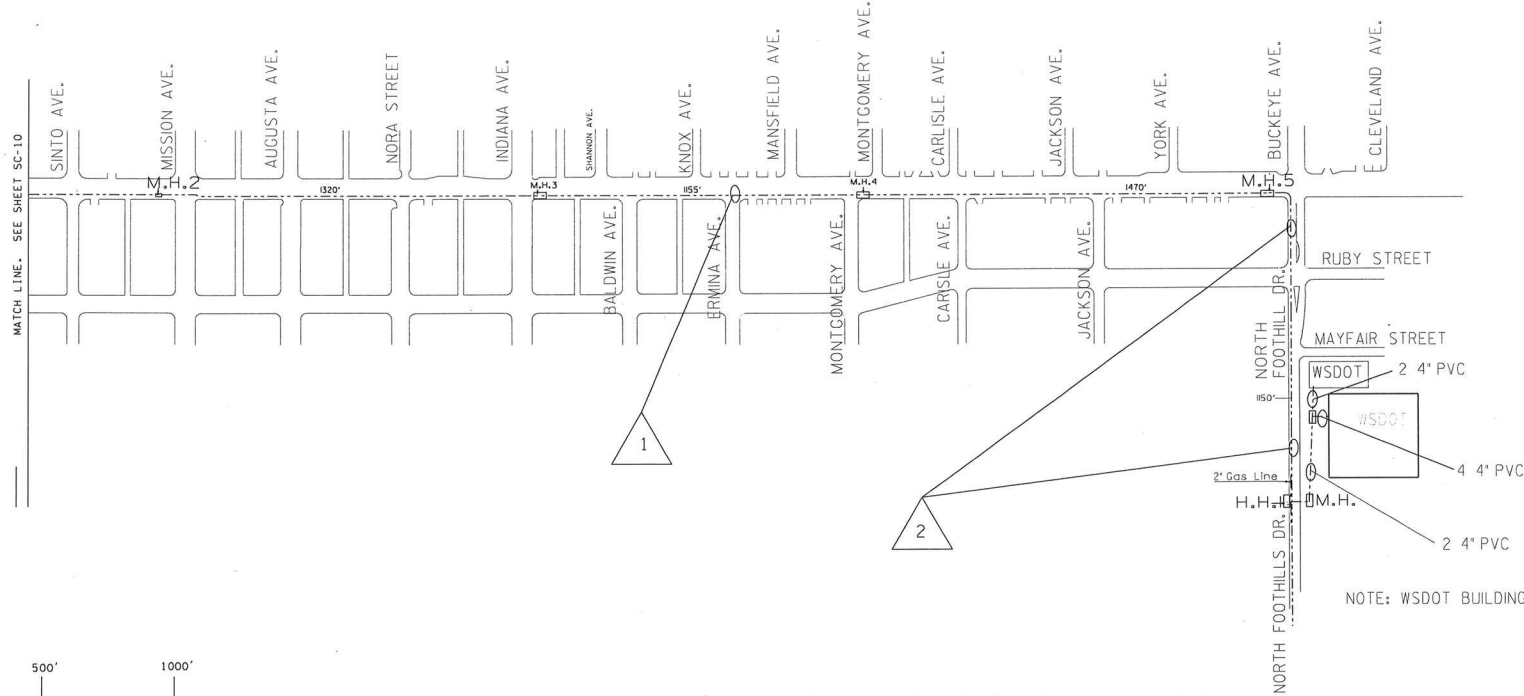
WSDOT OWN AND ACCESS 2-INNERDUCTS IN  
24" ABANDONED WATER MAIN.



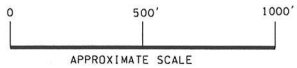
FIBER ROUTE FROM THE SPOKANE RIVER TO WSDOT REGIONAL OFFICE



					REGION NO.	STATE	FED.AID PROJ.NO.	ENVIRONMENTAL AND ENGINEERING SERVICE CENTER	 Washington State Department of Transportation	SHEET OF SHEETS
DESIGNED BY	L LARSON PE	8/11/97			10	WASH				
ENTERED BY	L LARSON PE	8/11/97								
CHECKED BY					JOB NUMBER	STF9999(257)				
PROJ. ENGR.	E SWANSON PE	8/11/97			97Z023					
REGIONAL ADM.	JC LENZI PE	8/11/97			CONTRACT NO.					
	DATE	DATE		REVISION	RY					



100'



# FIBER ROUTE FROM SPOKANE RIVER TO WSDOT REGIONAL OFFICE

## WIRE NOTES

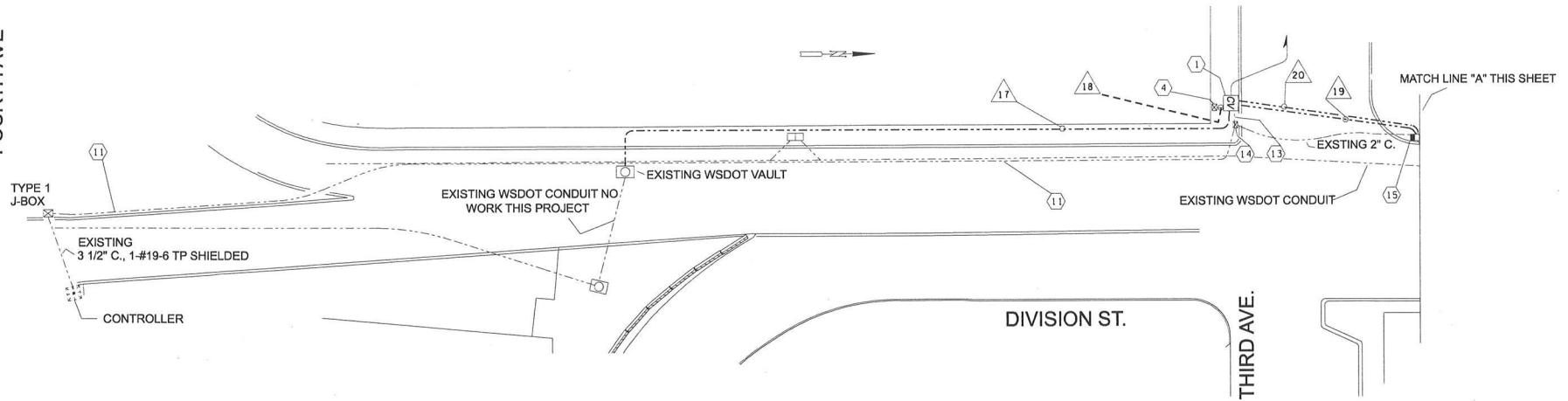
RUN	CONDUIT	CONDUCTOR
1	EX. 2" INNERDUCT IN WATER MAIN - M.H.1 TO M.H.5	WSDOT 72 SMFO CABLE
2	EX. 4" RGS WITH WSDOT AND CITY CABLE	WSDOT 72 SMFO CABLE

WSDOT OWN AND ACCESS 2-INNERDUCTS IN  
24" ABANDONED WATER MAIN.

DESIGNED BY L LARSON PE	8/11/97			REGION NO.	STATE	FED.AID PROJ.NO.	ENVIRONMENTAL AND ENGINEERING SERVICE CENTER		SHEET
ENTERED BY L LARSON PE	8/11/97			10	WASH				OF
CHECKED BY						STF9999(257)			SHEETS
PROJ. ENGR. E SWANSON PE	8/11/97								
REGIONAL ADM. JC LENZI PE	8/11/97								
DATE	DATE	REVISION	BY						

Exhibit C  
Segment 4  
Third Ave  
Maple St. To Division

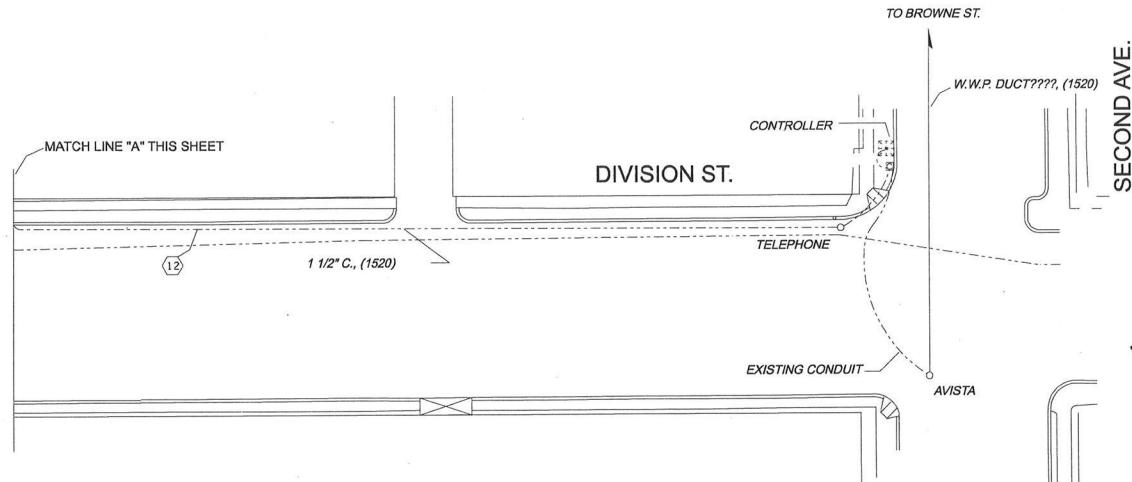
FOURTH AVE



WIRING SCHEDULE			
CONDUIT SIZE	CONTAINS	PURPOSE	
17 4"	4 INTERDUCTS	WSDOT COMM.	
4"	1-#14 THHN.	CITY'S FUTURE COMM.	
4"	1-#14 THHN.	CITY'S COMM.	
18 3"	2-#22-6 TP	CITY'S COMM.	
3"	1-#22-25 TP, MC, FTY	CITY'S COMM.	
19 2"	1-#22-6 TP	CITY'S COMM.	
20 4"	1-#14 THHN.	CITY'S COMM.	

MC - MAXCELL  
 FTY - FLAT PULL TAPE.  
 TP - TWISTED PAIR

COMM. - COMMUNICATION  
 CR - CONTROLLER



## CONSTRUCTION NOTES:

- 1 INSTALL CABLE VAULT
- 4 PROPOSED CONTROLLER CABINET. SEE SIGNAL PLAN.
- 11 REMOVE 1-#19-6 TP FROM THE EXISTING 1 1/2" CONDUIT FROM THE CONTROLLER CABINET AT 3RD TO CONTROLLER CABINET AT 4TH. INSTALL 1-#22-6 TP SHIELDED IN THE EXISTING CONDUIT FROM THE CONTROLLER CABINET AT 4TH TO THE NEW CONTROLLER CABINET AT 3RD. RUN THROUGH CABLE VAULT BEFORE ENTER CABINET. NO SPLICES BETWEEN CONTROLLER CABINETS.
- 12 REMOVE 1-#22-6 TP SHIELDED FROM THE EXISTING CONDUIT BETWEEN THE CABINET AT 3RD AND THE CABINET AT 2ND. INSTALL NEW 1-#22-6 TP SHIELDED IN THE EXISTING CONDUIT EXCEPT FOR THE CROSSING AT 3RD, AT THIS LOCATION RUN WIRE THROUGH NEW CONDUIT TO THE CABINET. NO SPLICING.
- 13 EXTENDED EXISTING 1 1/2" CONDUIT FROM EXISTING CONTROLLER TO NEW CABLE VAULT.
- 14 LOCATION OF EXISTING CONTROLLER. WILL BE REMOVED. SEE SIGNAL PLAN.
- 15 REPLACE EXISTING TYPE 1 J-BOX W/ TYPE 3 J-BOX.

SPLICING OF THE #22-6 TP SHIELDED TO THE #22-25 TP SHIELDED WILL BE DONE BY CITY FORCES

BY	REVISIONS	DATE	PREP	RECORD DRAWING	ACCEPT



SCALE

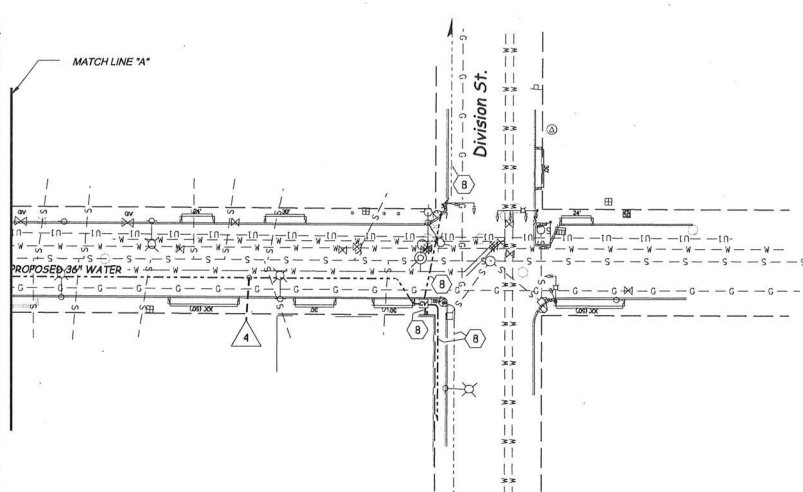
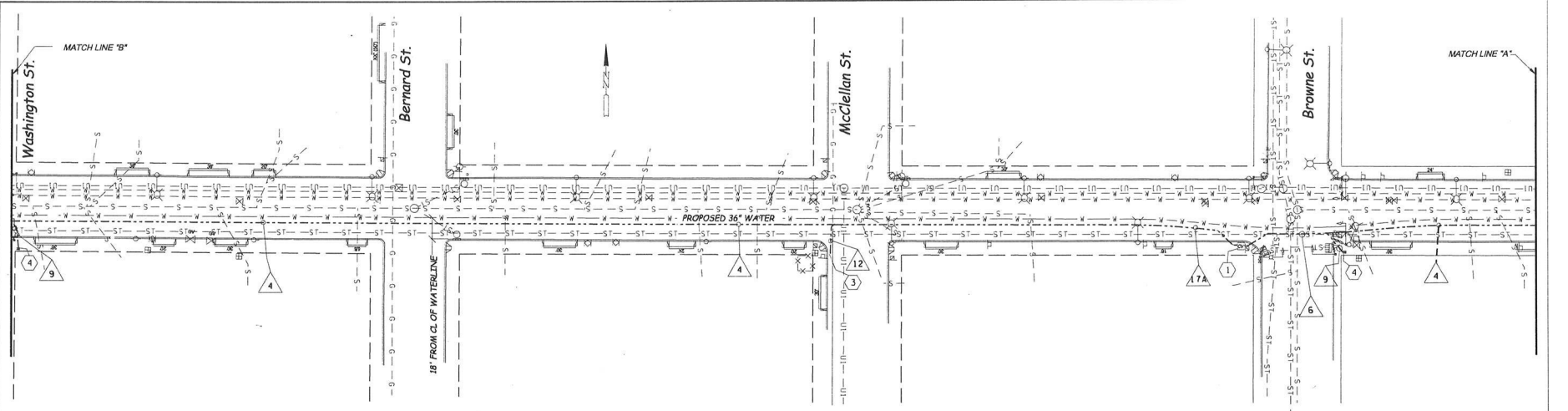
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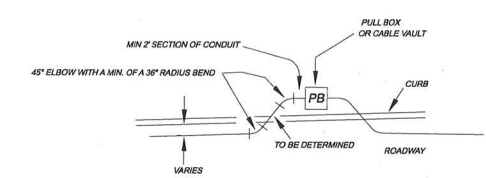
CITY OF SPOKANE, WASHINGTON  
 DEPARTMENT OF ENGINEERING SERVICES  
 606 WEST SPOKANE FALLS BLVD  
 SPOKANE, WASHINGTON 99201-3343  
 (509) 625-6000

PROJECT NAME:	WESTSIDE WATER MAIN: PHASE II	
SEGMENT LIMITS:	DIVISION	
PROJECT LIMITS:		
TYPE OF IMPROVEMENTS:	INTERCONNECT	
CITY PROJECT NUMBER:	2001171	CITY PLAN NUMBER:
SPN	1000	3RD V (03) 1
EXP	1000	19-25-43





DETAIL OF CONDUIT ENTERING PULL BOX/CABLE VAULT



NOTES FOR DETAIL: 1.) FINAL LOCATION OF PULL BOXES AND CABLE VAULTS SHALL BE DETERMINED BY TRAFFIC REP.  
 2.) THREE INCH COMMUNICATION CONDUIT ENTERING CONTROLLER CABINET SHALL ALSO HAVE A 36\"/>

CONSTRUCTION NOTES:

- ① INSTALL CABLE VAULT
- ③ STUB OUT CONDUIT. CAP END.
- ④ PROPOSED CONTROLLER CABINET. SEE SIGNAL PLAN.
- ⑧ SEE DIVISION INTERCONNECT PLAN

SPlicing OF THE #22-6 TP SHIELDED TO THE #22-25 TP SHIELDED WILL BE DONE BY CITY FORCES

WIRING SCHEDULE				
CONDUIT	SIZE	CONTAINS	PURPOSE	
12	4"	1-#14 THHN	CITY'S FUTURE COMM.	
	4"	4 INTERDUCTS	WSDOT COMM.	
17A	4"	1-#22-25 TP, MC, FPT	CITY'S COMM.	
	4"	1-#14 THHN	CITY'S COMM.	
	4"	1-#14 THHN	CITY'S FUTURE COMM.	

MC - MAXCELL  
 FPT - FLAT PULL TAPE  
 TP - TWISTED PAIR

WIRING SCHEDULE				
CONDUIT	SIZE	CONTAINS	PURPOSE	
4	4"	4 INTERDUCTS	WSDOT COMM.	
	4"	1-#22-25 TP, MC, FPT	CITY'S COMM.	
	4"	1-#14 THHN	CITY'S COMM.	
	4"	4 INTERDUCTS	WSDOT COMM.	
6	4"	1-#22-25 TP, MC, FPT	CITY'S COMM.	
	4"	1-#14 THHN	CITY'S COMM.	
9	3"	1-#22-6 TP	CITY'S COMM. TO CR	
	3"	1-#22-6 TP	CITY'S COMM. TO CR	



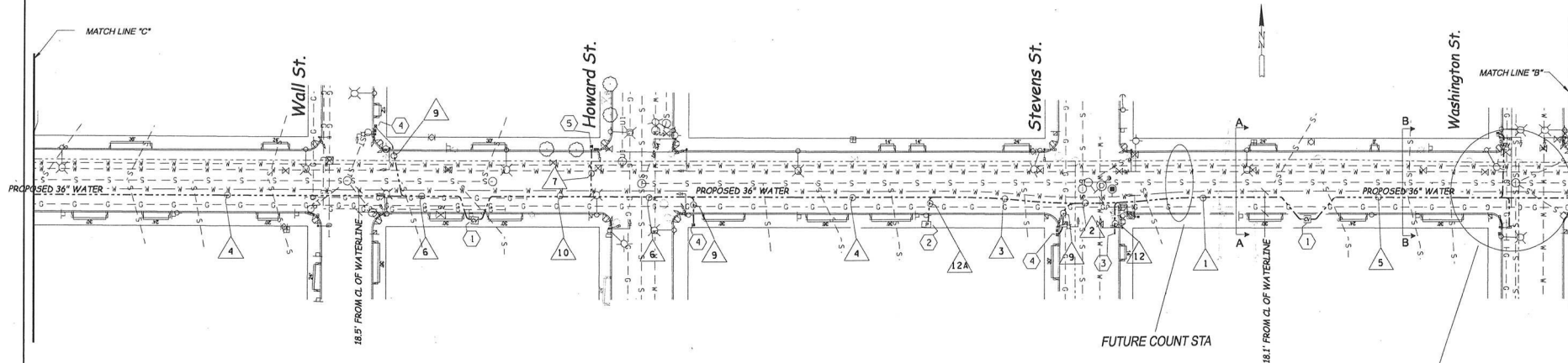
BY	REVISIONS	DATE	PREP.	RECORD DRAWING	ACCEPT



CURRENT CITY/COUNTY DESIGN STANDARDS ADOPTED FEB. 1995 SCALE 1" = 40'		DATE 02/19/2024 BY [Signature] CHECKED [Signature] APPROVED [Signature]
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CITY OF SPOKANE, WASHINGTON  
 DEPARTMENT OF ENGINEERING SERVICES  
 606 WEST SPOKANE FALLS BLVD.  
 SPOKANE, WASHINGTON 99201-3343  
 (509) 623-6300

PROJECT NAME: WESTSIDE WATER MAIN: PHASE 11		TYPE OF IMPROVEMENT: INTERCONNECT	
SEGMENT LIMITS:	3RD AVE BERNARD TO DIVISION	CITY PROJECT NUMBER: 2001171	CITY PLAN NUMBER: 3RD V (03) 1 19-25-43
PROJECT LIMITS:		DATE: 02/19/24	DATE: 02/19/24

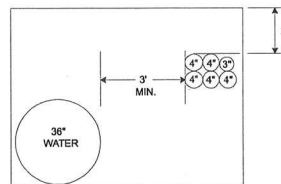


# CONSTRUCTION NOTES:

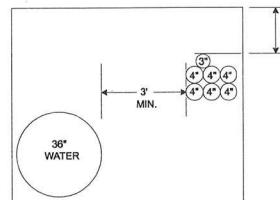
- ① INSTALL CABLE VAULT
- ② EXISTING COLUMBIA VAULT.
- ③ STUB OUT CONDUIT. CAP END.
- ④ CONTROLLER LOCATION. SEE SIGNAL PLAN.
- ⑤ INSTALL TYPE 3 J-BOX.

SPlicing OF THE #22-6 TP SHIELDED TO THE #22-25 TP SHIELDED WILL BE DONE BY CITY FORCES

SECTION A



SECTION B



CONDUIT RUN #	SIZE	CONTAINS	PURPOSE
1	4"	4 INTERDUCTS	WSDOT COMM.
	4"	1-#22-25 TP, MC, FPT	CITY'S COMM.
	4"	1-#14 THHN.	CITY'S COMM.
	4"	1-#14 THHN.	COLUMBIA COMM.
	4"	1-#14 THHN.	FUTURE CITY'S COMM.
	3"	1-#22-6 TP	CITY'S COMM. TO CR

CONDUIT RUN #	SIZE	CONTAINS	PURPOSE
2	4"	4 INTERDUCTS	WSDOT COMM.
	4"	1-#22-25 TP, MC, FPT	CITY'S COMM.
	4"	1-#14 THHN.	CITY'S COMM.
	4"	1-#14 THHN.	COLUMBIA COMM.
	3"	1-#22-6 TP	CITY'S COMM. TO CR
3	4"	4 INTERDUCTS	WSDOT COMM.
	4"	1-#22-25 TP, MC, FPT	CITY'S COMM.
	4"	1-#14 THHN.	CITY'S COMM.
	4"	1-#14 THHN.	COLUMBIA COMM.

CONDUIT RUN #	SIZE	CONTAINS	PURPOSE
4	4"	4 INTERDUCTS	WSDOT COMM.
	4"	1-#22-25 TP, MC, FPT	CITY'S COMM.
	4"	1-#14 THHN.	CITY'S COMM.
	4"	4 INTERDUCTS	WSDOT COMM.
	4"	1-#22-25 TP, MC, FPT	CITY'S COMM.
	4"	1-#14 THHN.	CITY'S COMM.
	4"	1-#14 THHN.	FUTURE CITY'S COMM.
	4"	1-#14 THHN.	FUTURE CITY'S COMM.
	4"	1-#14 THHN.	FUTURE CITY'S COMM.
	3"	1-#22-6 TP	CITY'S COMM. TO CR

MC - MAXCELL  
FPT - FLAT PULL TAPE.  
TP - TWISTED PAIR

COMM. - COMMUNICATION  
CR - CONTROLLER

CONDUIT RUN #	SIZE	CONTAINS	PURPOSE
8	4"	4 INTERDUCTS	WSDOT COMM.
	4"	1-#22-25 TP, MC, FPT	CITY'S COMM.
	4"	1-#14 THHN.	CITY'S COMM.
	3"	1-#22-6 TP	CITY'S COMM. TO CR
7	4"	1-#14 THHN.	FUTURE CITY'S COMM.
	4"	1-#14 THHN.	FUTURE CITY'S COMM.
	4"	1-#14 THHN.	FUTURE CITY'S COMM.
9	3"	1-#22-6 TP	CITY'S COMM. TO CR
	4"	4 INTERDUCTS	WSDOT COMM.
	4"	1-#22-25 TP, MC, FPT	CITY'S COMM.
	4"	1-#14 THHN.	CITY'S COMM.
	4"	1-#14 THHN.	CITY'S COMM. TO CR
	3"	1-#22-6 TP	CITY'S COMM. TO CR
12	4"	1-#14 THHN.	CITY'S FUTURE COMM.
12A	4"	1-#14 THHN.	COLUMBIA COMM.



EXPIRES 06/16/06

BY	REVISIONS	DATE	PREP	RECORD DRAWING	ACCEPT



SCALE

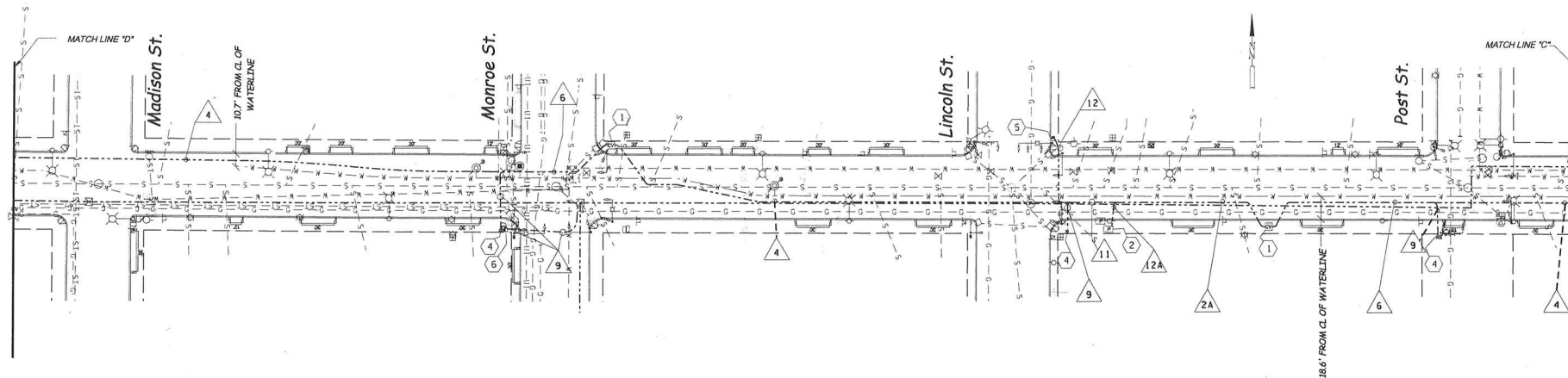
CURRENT CITY/COUNTY DESIGN STANDARDS ADOPTED FEB. 1995



CITY OF SPOKANE, WASHINGTON  
DEPARTMENT OF ENGINEERING SERVICES  
800 WEST SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3343  
(509) 625-6500

PROJECT NAME:	WESTSIDE WATER MAIN: PHASE II	
SEGMENT LIMITS:	3RD AVE WALL ST TO McLELLAN	INTERCONNECT
PROJECT NUMBER:	2001171	CITY PLAN NUMBER
PROJECT DATE:	19-25-43	DATE





# CONSTRUCTION NOTES:

- ① INSTALL CABLE VAULT
- ② EXISTING COLUMBIA VAULT.
- ③ STUB OUT CONDUIT. CAP END.
- ④ PROPOSED CONTROLLER CABINET. SEE SIGNAL PLAN.
- ⑤ INSTALL TYPE 3 J-BOX.
- ⑥ PROPOSED TYPE 3 J-BOX (SEE SIGNAL PLAN). THE 3" INTERCONNECT FROM AVISTA MH RUNS THRU THIS BOX.

SPLICING OF THE #22-6 TP SHIELDED TO THE #22-25 TP SHIELDED WILL BE DONE BY CITY FORCES

WIRING SCHEDULE		
CONDUIT RUN #	SIZE	PURPOSE
2	4"	4 INTERDUCTS WSDOT COMM.
	4"	1-#22-25 TP, MC, FPT CITY'S COMM.
	4"	1-#14 THHN. CITY'S COMM.
	4"	1-#14 THHN. COLUMBIA COMM.
2A	3"	1-#22-6 TP CITY'S COMM. TO CR
	4"	4 INTERDUCTS WSDOT COMM.
	4"	1-#22-25 TP, MC, FPT CITY'S COMM.
	4"	1-#14 THHN. COLUMBIA COMM.
3	4"	1-#14 THHN. CITY'S FUTURE COMM.
	3"	1-#22-6 TP CITY'S COMM. TO CR
	4"	4 INTERDUCTS WSDOT COMM.
	4"	1-#22-25 TP, MC, FPT CITY'S COMM.
3	4"	1-#14 THHN. CITY'S COMM.
	4"	1-#14 THHN. COLUMBIA COMM.
	4"	1-#14 THHN. CITY'S FUTURE COMM.
	3"	1-#22-6 TP CITY'S COMM. TO CR

WIRING SCHEDULE		
CONDUIT RUN #	SIZE	PURPOSE
4	4"	4 INTERDUCTS WSDOT COMM.
	4"	1-#22-25 TP, MC, FPT CITY'S COMM.
	4"	1-#14 THHN. CITY'S COMM.
	4"	1-#14 THHN. COLUMBIA COMM.
5	4"	1-#14 THHN. CITY'S FUTURE COMM.
	4"	1-#14 THHN. CITY'S FUTURE COMM.
	4"	1-#14 THHN. CITY'S FUTURE COMM.
	3"	1-#22-6 TP CITY'S COMM. TO CR

MC - MAXCELL  
FPT - FLAT PULL TAPE  
TP - TWISTED PAIR

COMM. - COMMUNICATION  
CR - CONTROLLER

WIRING SCHEDULE		
CONDUIT RUN #	SIZE	PURPOSE
6	4"	4 INTERDUCTS WSDOT COMM.
	4"	1-#22-25 TP, MC, FPT CITY'S COMM.
	4"	1-#14 THHN. CITY'S COMM.
	3"	1-#22-6 TP CITY'S COMM. TO CR
7	4"	1-#14 THHN. FUTURE CITY'S COMM.
	4"	1-#14 THHN. FUTURE CITY'S COMM.
	4"	1-#14 THHN. FUTURE CITY'S COMM.
	3"	1-#22-6 TP CITY'S COMM. TO CR

WIRING SCHEDULE		
CONDUIT RUN #	SIZE	PURPOSE
10	4"	4 INTERDUCTS WSDOT COMM.
	4"	1-#22-25 TP, MC, FPT CITY'S COMM.
	4"	1-#14 THHN. CITY'S COMM.
	3"	1-#22-6 TP CITY'S COMM. TO CR
11	4"	4 INTERDUCTS WSDOT COMM.
	4"	1-#22-25 TP, MC, FPT CITY'S COMM.
	4"	1-#14 THHN. CITY'S COMM.
	4"	1-#14 THHN. CITY'S FUTURE COMM.
12	3"	1-#22-6 TP CITY'S COMM. TO CR
	4"	1-#14 THHN. CITY'S FUTURE COMM.
	4"	1-#14 THHN. CITY'S FUTURE COMM.
	4"	1-#14 THHN. COLUMBIA COMM.



BY	REVISIONS	DATE	PREP.	RECORD DRAWING	ACCEPT



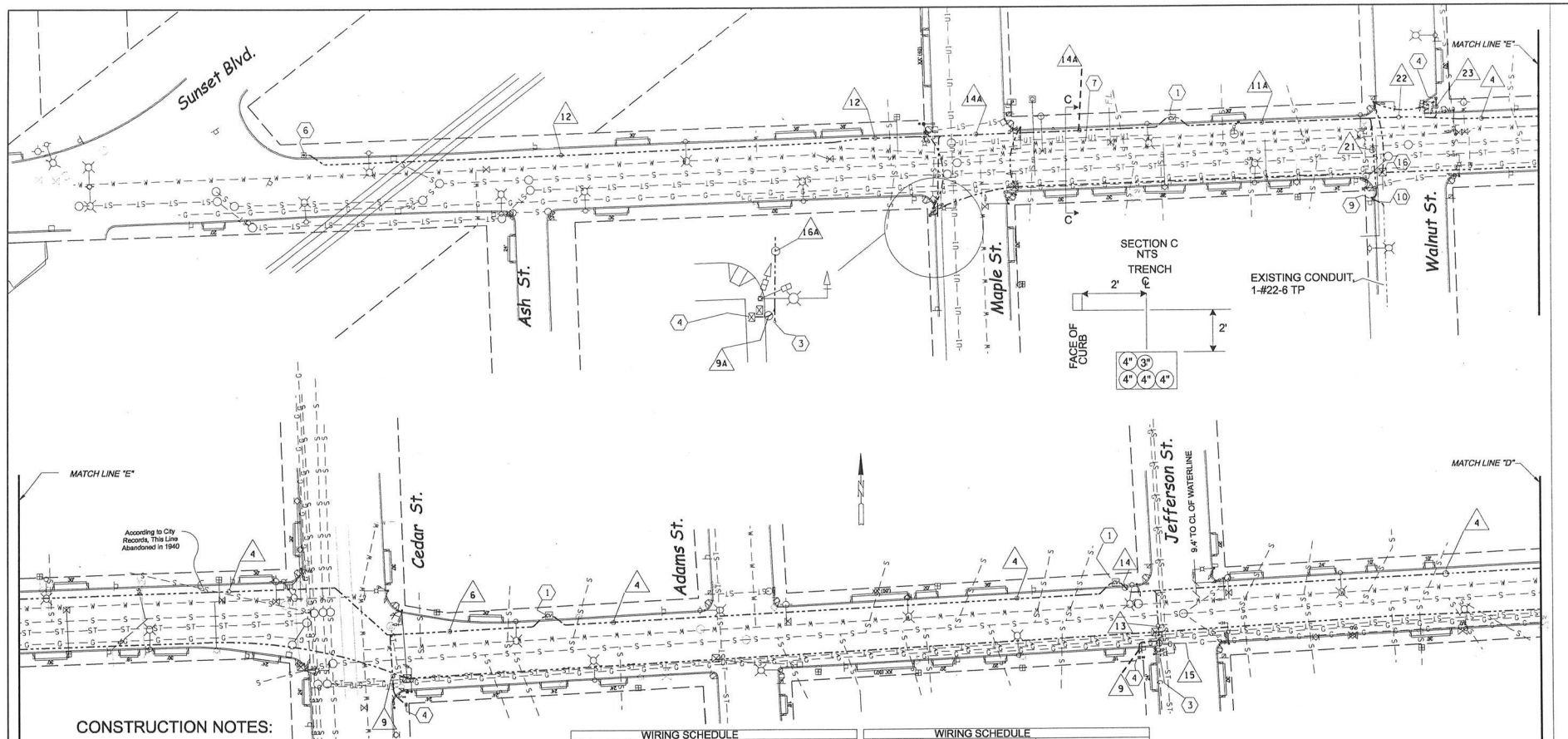
UNDERGROUND SERVICE ALERT  
CALL BEFORE YOU DIG  
800-4-A-DAWG  
800-458-8000

CURRENT CITY/COUNTY DESIGN  
STANDARDS ADOPTED FEB. 1985  
SCALE



CITY OF SPOKANE, WASHINGTON  
DEPARTMENT OF ENGINEERING SERVICES  
608 WEST SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3343  
(509) 625-6300

PROJECT NAME: WESTSIDE WATER MAIN: PHASE II		INTERCONNECT	
SEGMENT LIMITS:	3RD AVE MADISON ST TO POST ST	CITY PROJECT NUMBER:	CITY PLAN NUMBER:
PROJECT LIMITS:		2001171	3RD V (03) 1 19-25-43
		DATE: JUN 01	



# CONSTRUCTION NOTES:

- 1 INSTALL CABLE VAULT
- 2 EXISTING COLUMBIA VAULT.
- 3 CITY CONDUITS STUB OUT & CAP END. HOOKUP WSDOT CONDUIT TO THEIR PROJECT.
- 4 PROPOSED CONTROLLER CABINET. SEE SIGNAL PLAN.
- 5 INSTALL TYPE 3 J-BOX.
- 6 INSTALL PULL BOX.
- 7 36" WATER LINE ALREADY INSTALLED BETWEEN MAPLE & WALNUT.
- 9 INSTALL TYPE 2 J-BOX
- 10 SWEEP EXISTING CONDUIT INTO TYPE 2 J-BOX. REMOVE EXISTING WIRE (1-#22-6 TP) FROM THE CONDUIT FROM THE CONTROLLER CABINET AT 4TH AVE TO THE CABINET AT 3RD. INSTALL NEW 1-#22-6 TP FROM THE CABINET AT 4TH TO THE NEW CABINET AT 3RD. NO SPLICES. RUN CONDUIT THROUGH CABLE VAULT BETWEEN MAPLE & WALNUT BEFORE CONNECTING TO CONTROLLER.
- 16 ABANDON TRAFFIC MANHOLE.

WIRING SCHEDULE		
CONDUIT RUN #	SIZE	CONTAINS
4	4"	4 INTERDUCTS
	4"	1-#22-25 TP, MC, FPT
	4"	1-#14 THHN
PURPOSE		
		WSDOT COMM.
		CITY'S COMM.
		CITY'S COMM.

WIRING SCHEDULE		
CONDUIT RUN #	SIZE	CONTAINS
6	4"	4 INTERDUCTS
	4"	1-#22-25 TP, MC, FPT
	4"	1-#14 THHN
	3"	1-#22-6 TP
	3"	1-#22-6 TP
9A	3"	1-#22-25 TP
	4"	4 INTERDUCTS
	4"	1-#22-25 TP, MC, FPT
	4"	1-#14 THHN
11A	3"	2-#22-6 TP
	3"	1-#22-6 TP
12	4"	1-#14 THHN
PURPOSE		
		WSDOT COMM.
		CITY'S COMM.
		CITY'S COMM. TO CR
		CITY'S COMM.
		CITY'S COMM.
		WSDOT COMM.
		CITY'S COMM.
		CITY'S COMM. TO CR/ WAL
		CITY'S COMM. TO WALNUT
		CITY'S FUTURE COMM.

WIRING SCHEDULE		
CONDUIT RUN #	SIZE	CONTAINS
13	4"	4 INTERDUCTS
	4"	1-#22-6 TP
	4"	4 INTERDUCTS
	4"	1-#14 THHN
	4"	1-#14 THHN
14A	4"	1-#14 THHN
	3"	1-#22-25 TP, MC, FPT
	4"	4 INTERDUCTS
	4"	4 INTERDUCTS
16A	4"	1-#14 THHN
	4"	1-#14 THHN
	3"	1-#22-25 TP
21	3"	1-#22-6 TP
	4"	4 INTERDUCTS
22	4"	1-#22-25 TP, MC, FPT
	4"	1-#14 THHN
	3"	2-#22-6 TP
23	3"	2-#22-6 TP
PURPOSE		
		WSDOT FUTURE COMM.
		CITY'S COMM. TO CR
		WSDOT COMM.
		CITY'S COMM.
		CITY'S FUTURE COMM.
		CITY'S FUTURE COMM.
		WSDOT FUTURE COMM.
		WSDOT FUTURE COMM.
		CITY'S COMM.
		CITY'S COMM.
		CITY'S COMM. TO WALNUT
		WSDOT COMM.
		CITY'S COMM.
		CITY'S COMM. TO CR
		CITY'S COMM.

MC - MAXCELL  
FPT - FLAT PULL TAPE  
TP - TWISTED PAIR  
WAL - WALNUT ST

COMM - COMMUNICATION  
CR - CONTROLLER

SPLICING OF THE #22-6 TP SHIELDED TO THE #22-25 TP SHIELDED WILL BE DONE BY CITY FORCES?



REVISIONS	DATE	PKL	RECORD DRAWING	ACCEPT



UNDERGROUND SERVICE ALERT  
CALL BEFORE YOU DIG  
1-800-4-A-SAFE  
458 8000

CURRENT CITY/COUNTY DESIGN STANDARD ADOPTED FEB. 1996  
SPOKANE  
DESIGNED BY: CVO  
CHECKED BY: AEB  
APPROVED BY: AEB



CITY OF SPOKANE, WASHINGTON  
DEPARTMENT OF ENGINEERING SERVICES  
808 WEST SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3343  
(509) 625-4300

PROJECT NAME: WESTSIDE WATER MAIN: PHASE II		TYPE OF IMPROVEMENT: INTERCONNECT	
PROJECT LIMITS: 3RD AVE SUNSET BL TO JEFFERSON ST		CITY PROJECT NUMBER: 2001171	CITY PLAN NUMBER: 3RD V (03) 1 19-25-43
PROJECT LIMITS:		DATE: 06/09/06	BY: [Signature]

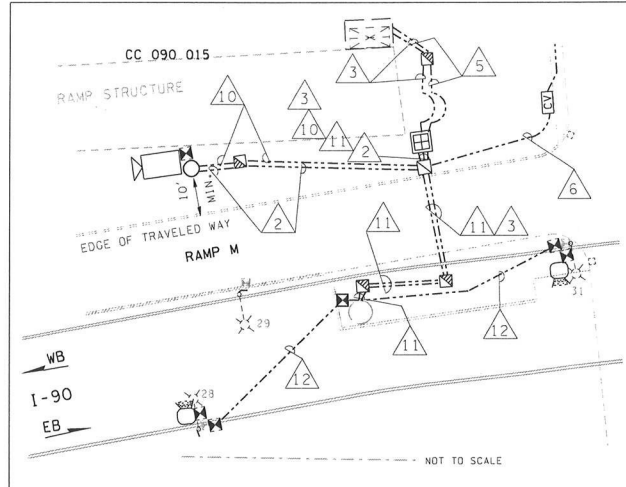
Exhibit C

Segment 5

Jefferson St

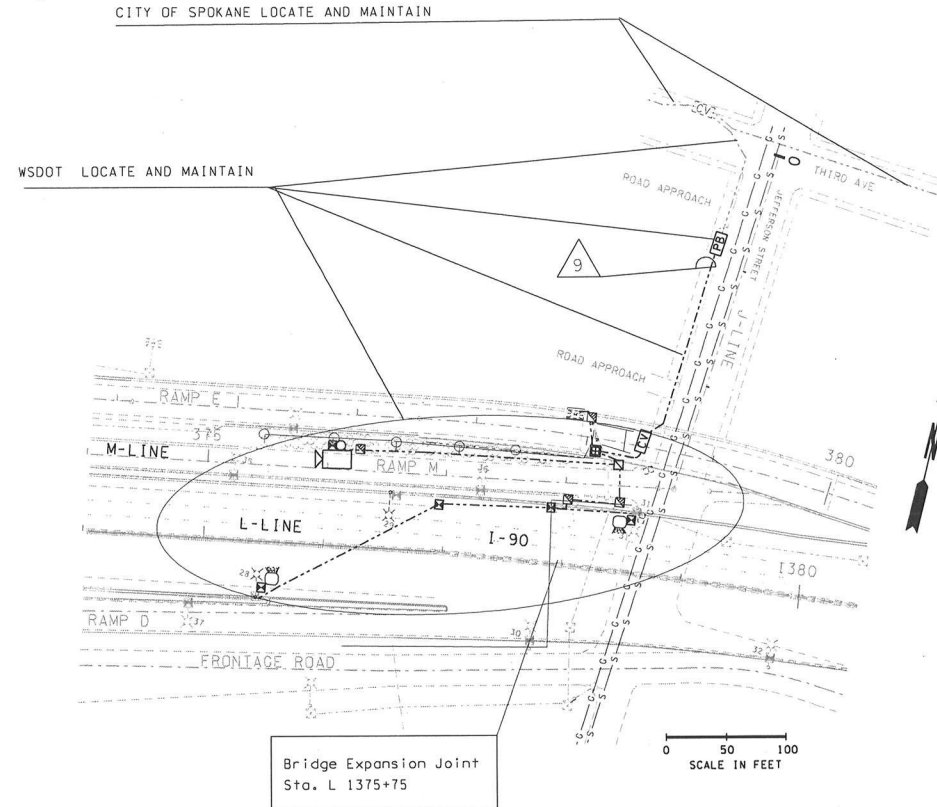
190 to 3<sup>rd</sup> Ave

T.25N. R.43E, W.M.



JEFFERSON I/C DETAIL

WIRING SCHEDULE					
△ NO.	RACEWAY CONDUIT SIZE	TYPE	EXIST. WIRE	WIRE	REMARKS
9	4" w/4-1" innerduct	PVC			WSDOT
	4"	PVC			WSDOT
2	1.5"	PVC			WSDOT
3	3"	RGS			WSDOT
5	3"	RGS			WSDOT
6	2"	PVC			WSDOT
10	2"	PVC			WSDOT
11	2"	RGS			WSDOT
12	1.5"	RGS			WSDOT



FILE NAME	G:\46600\Local Agency Agreements\Regional ITS\GCA 4276\New Exhibit C\Maple Jefferson.dgn		
TIME	02:45:25 PM		
DATE	06/28/2005		
DESIGNED BY			
ENTERED BY			
CHECKED BY			
PROJ. ENGR.			
REGIONAL ADM.			

REGION	STATE	FED. AID PROJ. NO.
10	WASH	
JOB NUMBER		
CONTRACT NO.	LOCATION NO.	

P.E. STAMP BOX

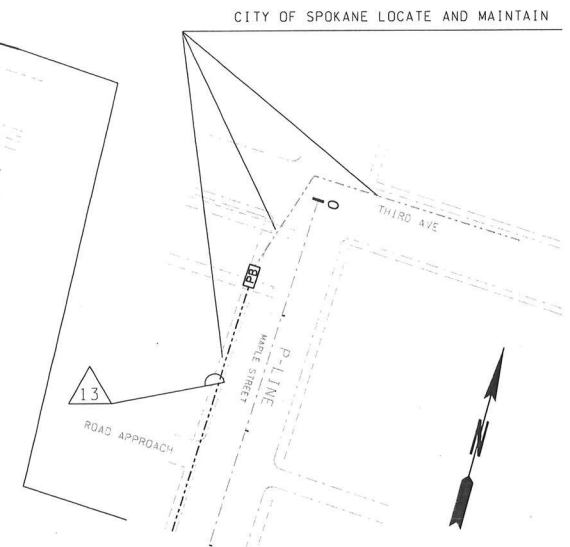
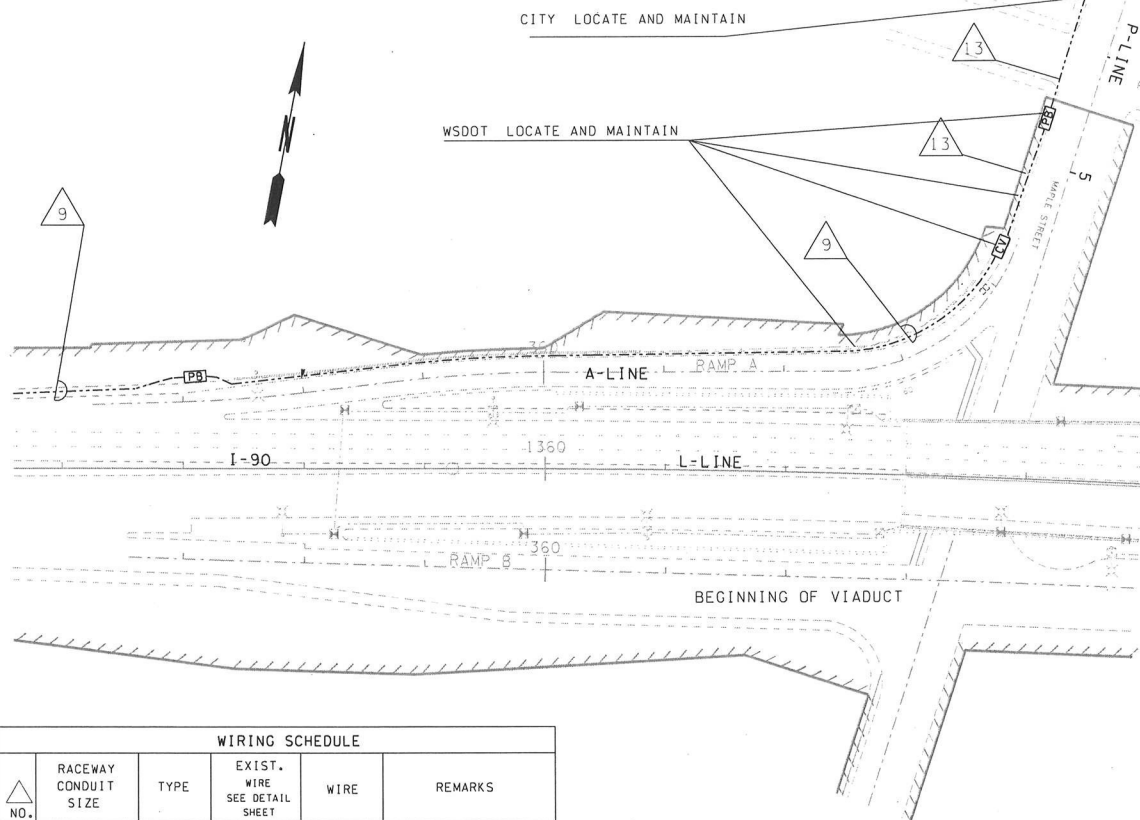
P.E. STAMP BOX



PLOT4  
SHEET  
OF  
SHEETS

Exhibit C  
Segment 6  
Maple St  
190 to 3<sup>rd</sup> Ave

T.25N. R.43E., W.M.



WIRING SCHEDULE					
△ NO.	RACEWAY CONDUIT SIZE	TYPE	EXIST. WIRE SEE DETAIL SHEET	WIRE	REMARKS
9	4" w/4-1" innerduct	PVC			WSDOT
	4"	PVC			WSDOT
13	1-4" w/4-1" innerduct	PVC			WSDOT
	2 - 4"	PVC			CITY OF SPOKANE

0 50 100  
SCALE IN FEET

FILE NAME G:\46600\Local Agency Agreements\Regional ITS\GCA 4276\New Exhibit C\Maple Jefferson.dgn TIME 02:45:49 PM DATE 06/28/2005				REGION STATE 10 WASH JOB NUMBER CONTRACT NO.		FED. AID PROJ. NO. LOCATION NO.		P.E. STAMP BOX DATE P.E. STAMP BOX DATE		 Washington State Department of Transportation		PLOT 14 SHEET OF SHEETS	
DESIGNED BY ENTERED BY CHECKED BY PROJ. ENGR. REGIONAL ADM.				REVISION DATE BY									



Exhibit C

Segment 7

US 2

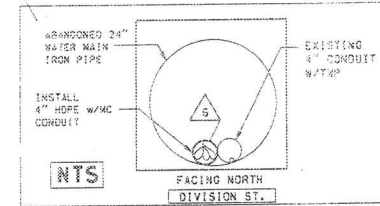
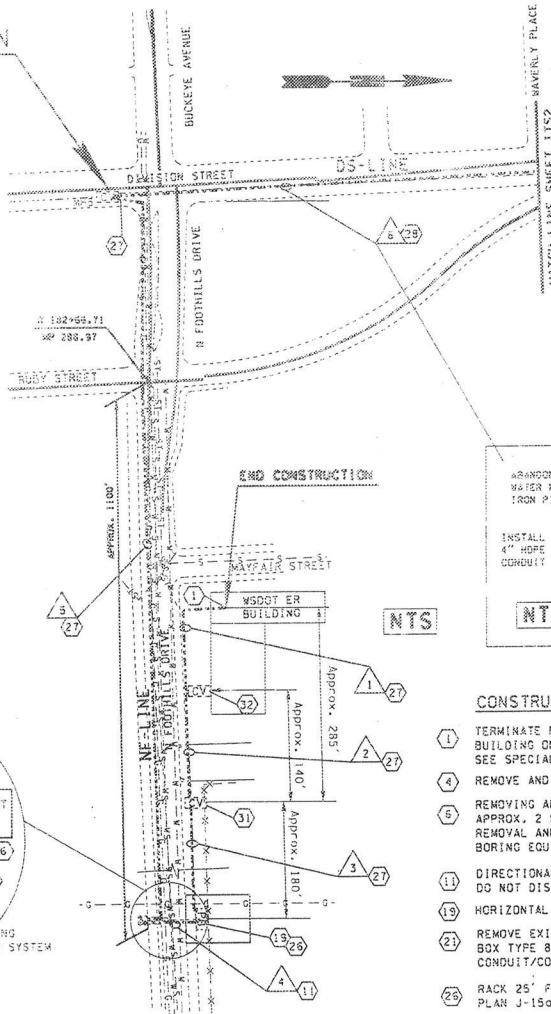
North Foothills DR to Hawthorne

# T.25N., R.43E., W.M. CITY OF SPOKANE

BEGIN PROJECT  
BEGIN CONSTRUCTION  
US 2 MP 288.97  
DS 181+25.00

LEGEND	
② QUANTITY TABULATION NOTE	
② CONSTRUCTION NOTE	
② WIRE NOTE	
② REMOVE/REPLACE - See Construction Note	
② CONDUIT	② EXISTING CONDUIT
② JUNCTION BOX TYPE 1	② EXISTING JUNCTION BOX TYPE 1
② JUNCTION BOX TYPE 2	② EXISTING JUNCTION BOX TYPE 2
② JUNCTION BOX TYPE 3	② EXISTING JUNCTION BOX TYPE 3
② CABLE VAULT	② EXISTING SIGNAL CABINET
② PULL BOX	② EXISTING SERVICE CABINET
② SPRINKLER SYSTEM	② EXISTING CABLE VAULT
② QUEST FIBER OPTIC	② EXISTING PULL BOX
② EXIST. BURIED POWER	② EXISTING TRAFFIC LOOPS
② EXIST. OVERHEAD POWER	② EXISTING LUMINAIRE
② EXIST. BURIED TELEPHONE	② EXISTING SIGNAL STANDARD
② EXIST. OVERHEAD TELEPHONE	② EXISTING FENCE LINE
② EXIST. BURIED FIBER OPTIC	② EXIST. GAS LINE
② EXIST. OVERHEAD FIBER OPTIC	② EXIST. WATER LINE
② EXIST. INLET	② EXIST. SANITARY SEWER
② EXIST. MANHOLE	② EXIST. STORM SEWER
② EXIST. SIGN	② EXIST. TRAFFIC ISLAND
② EXIST. TELEPHONE MANHOLE	② EXIST. UTILITY POLE
② EXIST. STORM MANHOLE	② EXIST. VALVE BOX
② EXIST. MISC. MANHOLE	② EXIST. CATCH BASIN
② EXIST. EXTRUDED CURB	② EXIST. AREA INLET
② EXIST. SPECIAL GRATE INLET TYPE 3	② EXIST. POLE ANCHOR
② EXIST. SPECIAL CATCH BASIN TYPE 2, TYPE 1	② EXIST. SEWER MANHOLE
② EXIST. SPECIAL CATCH BASIN TYPE 0	② EXIST. FIRE HYDRANT
	② EXIST. WATER MANHOLE
	② EXIST. WATER VALVE BOX
	② EXIST. WATER METER
	② EXIST. GAS VALVE BOX
② EXIST. PCCP	

NTS NOT TO SCALE



## CONSTRUCTION NOTES:

1. TERMINATE FIBER INSIDE WSDOT BUILDING ON MAYFAIR ST./N. FOOTHILLS DR. SEE SPECIAL PROVISIONS FOR CONNECTOR TYPES.
4. REMOVE AND REPLACE CURB (GUTTER) AND SIDEWALK.
5. REMOVING AND RESETTING CHAIN LINK FENCE. APPROX. 2' SECTION AS STAKED BY ENGINEER. REMOVAL AND RESTORING EARTHEN BERM/LANDSCAPE FOR BORING EQUIPMENT. SEE SPECIAL PROVISIONS.
11. DIRECTIONAL BORING, JACKING, OR DRILLING METHOD. DO NOT DISTURB EXISTING CONDUIT/FIBER THIS SITE.
19. HORIZONTAL BORING PIT AREA SETUP LOCATION.
21. REMOVE EXISTING JUNCTION BOX, INSTALL JUNCTION BOX TYPE 8. DO NOT DISTURB EXISTING CONDUIT/CONDUCTORS/FIBER.
25. RACK 25' FIBER IN PULLBOX PER STD. PLAN J-15a, J-15b.

## CONSTRUCTION NOTES: (CONT'D)

27. INSTALL FIBER CABLE IN SHARED CONDUIT. DO NOT DISTURB EXISTING FIBER OR CONDUIT.
28. INSTALL CONDUIT (WSDOT) INSIDE EXISTING 24" WATER LINE. SECURE CONDUIT WITH BRACKETS TO WATER LINE WITH CONTRACTOR PROPOSED MOUNTING HARDWARE AS APPROVED BY ENGINEER. INSTALL LOCATE WIRE.
31. RACK 150' FIBER IN CABLE VAULT PER STD. PLAN J-15a, J-15b. SPLICE FIBER PER THE "FIBER SPLICING DETAILS" SHEET AT MIDPOINT - OPEN PIT/VALVE INTO ER BLDG.
32. RACK 25' FIBER IN CABLE VAULT PER STD. PLAN J-15a, J-15b.

WIRING SCHEDULE					
RUN#	CONDUIT / SIZE		ID#	CONDUCTOR	PURPOSE
	EXISTING	NEW			
1	EX. 1.25" ID	--	--	EX. 1-72 SM	COMMUNICATION
	EX. 4" GAS	--	--	EX. 1-RG-6	MICROWAVE
			1-A	1-144 SM	COMMUNICATION
			B,C,D	EMPTY	FUTURE
2	EX. 1.25" ID	--	--	EX. 1-RG-6	MICROWAVE
	EX. 4" GAS	--	--	EX. 1-72 SM	COMMUNICATION
			1-B	1-144 SM	COMMUNICATION
			C,D	EMPTY	FUTURE
3	EX. 1.25" ID	--	--	EX. 1-RG-6	COMMUNICATION
	EX. 4" GAS	--	--	EX. 1-72 SM	MICROWAVE
			1-B	1-144 SM	COMMUNICATION
			C,D	EMPTY	COMMUNICATION
4	EX. 2"	--	--	EX. 1-36 SM	COMMUNICATION
		4" w/ID	1-A	1-144 SM	COMMUNICATION
			B,C,D	EMPTY	FUTURE
			--	EX. 1-72 SM	CITY OF SPOKANE
5	EX. 8"	--	--	EX. 1-72 SM	COMMUNICATION
			1-A	1-144 SM	COMMUNICATION
			--	EX. 1-25 YWP	CITY OF SPOKANE INTERCONNECT
6	EX. 24" Water Main Abandoned	EX. 4" PVC	--	EX. 1-25 YWP	CITY OF SPOKANE INTERCONNECT
		4" HDPE w/MC	1-A	1-144 SM	COMMUNICATION
			B,C,D	EMPTY	FUTURE
SEE CONDUIT & INNERDUCT ID DETAIL SHEET TR1			CONDUIT TYPE - PVC/HDPE		
SM - Single Mode Fiber ID - INNERDUCT			TWP - Twisted Pair (#22) Shielded MC - DETECTABLE MAXCELL		

SEE CONDUIT & INNERDUCT ID DETAIL SHEET TR1  
SM - Single Mode Fiber  
ID - INNERDUCT  
TWP - Twisted Pair (#22) Shielded  
MC - DETECTABLE MAXCELL

## GENERAL NOTES:

- SEE SHEET ITS1 FOR LEGEND.  
SEE SHEET TR1, AND CIV FOR SIDEWALK DETAILS.  
SEE STD. PLAN J-15a & 15b FOR CABLE VAULT OR PULLBOX INSTALLATION. MANHOLE RING AND COVER TYPE/NO HANDLES - ALL INSTALLATIONS.  
FOR INTERCONNECT - FINAL TERMINATIONS FROM SIGNAL JUNCTION BOX TO SIGNAL CABINET WILL BE DONE BY OTHERS.

FILE NAME: G:\46600\QLO027 - US 2 N. Foothills Dr. to Houston Ave\CADD\RE ADVERTISEMENT PSE0QLO027.dgn  
TIME: 9:35:12 AM  
DATE: 10/5/2007  
PLOTTED BY: lloyd  
DESIGNED BY: M.E. LLOYD  
ENTERED BY: M.E. LLOYD  
CHECKED BY: C. WINKLER, P.E.  
PROJ. ENGR. H.L. WHITE, P.E.  
REGIONAL ADM. J.C. LENZI, P.E.

FED. AID PROJ. NO.  
CM-0002(264)  
LOCATION NO.  
QLO027



Washington State  
Department of Transportation

US 2  
N. FOOTHILLS DR. TO HOUSTON AVE.  
ITS RE-ADVERTISEMENT  
ITS PLAN

PLOT#  
ITS1  
SHEET  
30  
SHEETS

T.25N., R.43E., W.M.  
CITY OF SPOKANE

GENERAL NOTES:

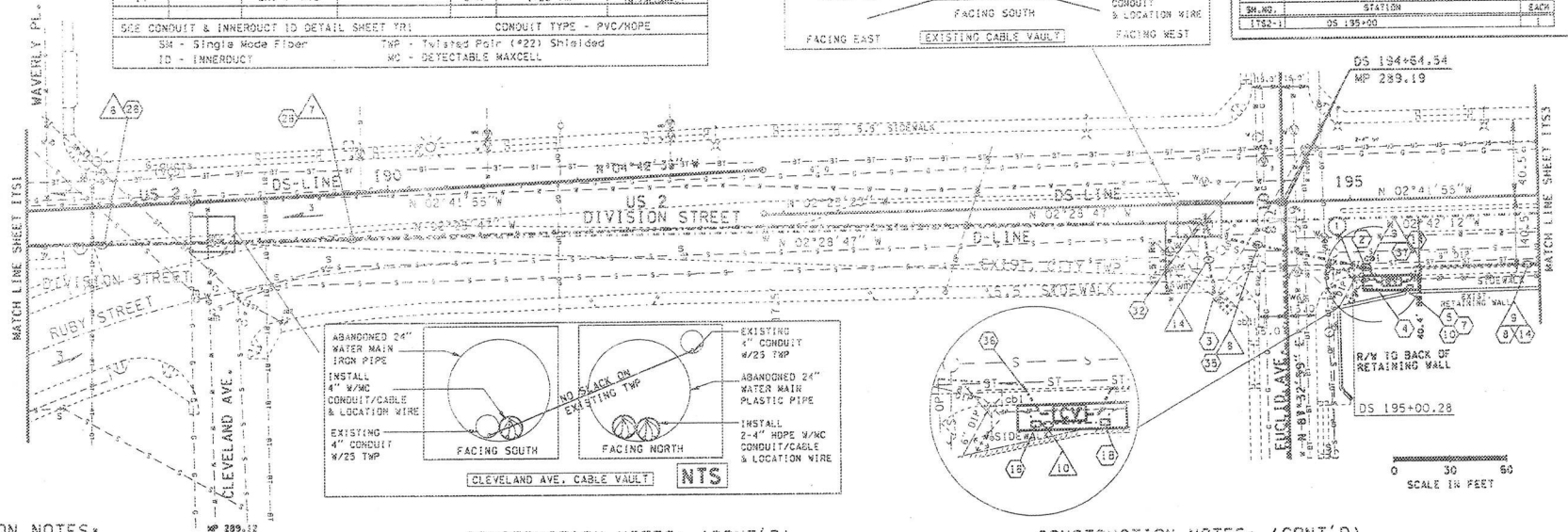
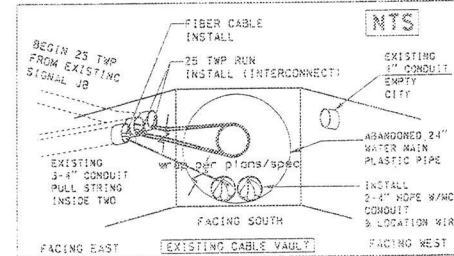
SEE SHEET ITS1 FOR LEGEND.  
SEE SHEET TR1, AND CV1 FOR SIDEWALK DETAILS.  
SEE STD. PLAN J-150 & 150 FOR CABLE VAULT OR PULLBOX INSTALLATION. MANHOLE RING AND COVER TYPE/NO HANDLES - ALL INSTALLATIONS.

FOR INTERCONNECT - FINAL TERMINATIONS FROM SIGNAL JUNCTION BOX TO SIGNAL CABINET WILL BE DONE BY OTHERS.

QUANTITY TABULATION

GENERAL NOTES:		
1.	STATIONS ARE APPROXIMATE. VERIFY LOCATIONS IN FIELD.	
2.	SEE SPECIAL PROVISIONS, AND CITY OF SPOKANE STD. PLANS FOR PAVEMENT MARKINGS AND UTILITY ADJUSTMENTS.	
SM. NO.	STATION	EACH
1150-1	95+135+00	1

WIRING SCHEDULE				
RUN#	CONDUIT / SIZE		10*	CONDUCTOR
	EXISTING	NEW		
6	EX. 24" WATER MAIN Abandoned	EX. 4" W/MC	--	EX. 1-25 TWP
				1-144 SM
				B.C.D.
				EMPTY
7	EX. 24" WATER MAIN Abandoned	2-4" HOPE W/MC	--	1-144 SM
				B.C.D.
				EMPTY
				EMPTY
8	EX. 4" PVC		--	1-144 SM
				EMPTY
				EMPTY
9	EX. 4" PVC		--	1-144 SM
				B.C.D.
				EMPTY
				EMPTY
10		4" W/ID	--	1-25 TWP
				BY OTHERS
14	EX. 4" PVC	2" PVC SCH. 40	--	1-25 TWP
				BY OTHERS



CONSTRUCTION NOTES:

- 2 INTERCEPT EXISTING CONDUIT AND INSTALL INTO CABLE VAULT. EXISTING 1/2" X 24" REBAR DRIVEN VERTICALLY 6" BELOW GRADE MARKS END OF CONDUIT.
- 3 BEGIN CONTINUOUS INTERCONNECT CONDUCTOR FROM EXISTING JUNCTION BOX - WRAP (SEE SPECIALS) IN JB FOR CITY SIGNAL CABINET CONNECTION.
- 4 REMOVE AND REPLACE CURB (GUTTER) AND SIDEWALK.
- 5 INSTALL CABLE VAULT/PULL BOX. SEE PLAN SHEET CV1. RACK FIBER OPTIC CABLE PER STD. PLAN J-150a, J-150b.
- 7 RACK 20' OF COPPER CABLE IN CABLE VAULT/PULLBOX ON OPPOSITE WALL FROM FIBER.

CONSTRUCTION NOTES: (CONT'D)

- 6 SEE TRENCH AND CONDUIT DETAIL SHEET TR1.
- 10 ILLUMINATION SYSTEM - BURIED POWER-SEE DETAIL SHEET CV1, AND SPECIAL PROVISIONS.
- 14 OPEN CUT METHOD ALLOWED - SAME WIDTH AS TRENCH DETAIL TR1.
- 18 INSTALL JUNCTION BOX TYPE 1. SEE STD. PLAN J-110c, AND GROUND DETAILS. STD. PLAN J-90. INTERCEPT EXISTING CONDUIT W/SWEEPS COUPLINGS AS REQUIRED.
- 28 INSTALL CONDUIT (WSDOT) INSIDE EXISTING 24" WATER LINE. SECURE PVC WITH BRACKETS TO WATER LINE WITH CONTRACTOR PROPOSED MOUNTING HARDWARE AS APPROVED BY ENGINEER. INSTALL LOCATE WIRE.

CONSTRUCTION NOTES: (CONT'D)

- 32 RACK 25' FIBER IN CABLE VAULT.
- 35 INTERCEPT EXISTING CONDUITS FOR CONTINUOUS RUN INTO CABLE VAULT.
- 36 FOR CITY OF SPOKANE INTERCONNECT - USE EXISTING CONDUIT. REMOVE EXISTING 25 TWP AND INSTALL NEW CONDUCTOR PER WIRE NOTE SCHEDULE.
- 37 SPLICE FIBER PER THE "FIBER SPLICING DETAILS" SHEETS F01-F02.

FILE NAME	GV46600\QLO027 - US 2 N.Foothills Dr. to Houston Ave\CD\RE ADVERTISEMENT\PSE0QLO027.dgn
TIME	9:35:21 AM
DATE	10/5/2007
PLOTTED BY	lloyd
DESIGNED BY	M.E. LLOYD
ENTERED BY	M.E. LLOYD
CHECKED BY	C. WINKLER, P.E.
PROJ. ENGR.	H.L. WHITE, P.E.
REGIONAL ADM.	J.C. LENZI, P.E.
REVISION	
DATE	
BY	

FED.AID PROJ.NO.

CM-0002(264)

LOCATION NO.  
QLO027



P.E. STAMP 2006

P.E. STAMP 2006



US 2  
N. FOOTHILLS DR. to HOUSTON AVE.  
ITS RE-ADVERTISEMENT

ITS PLAN

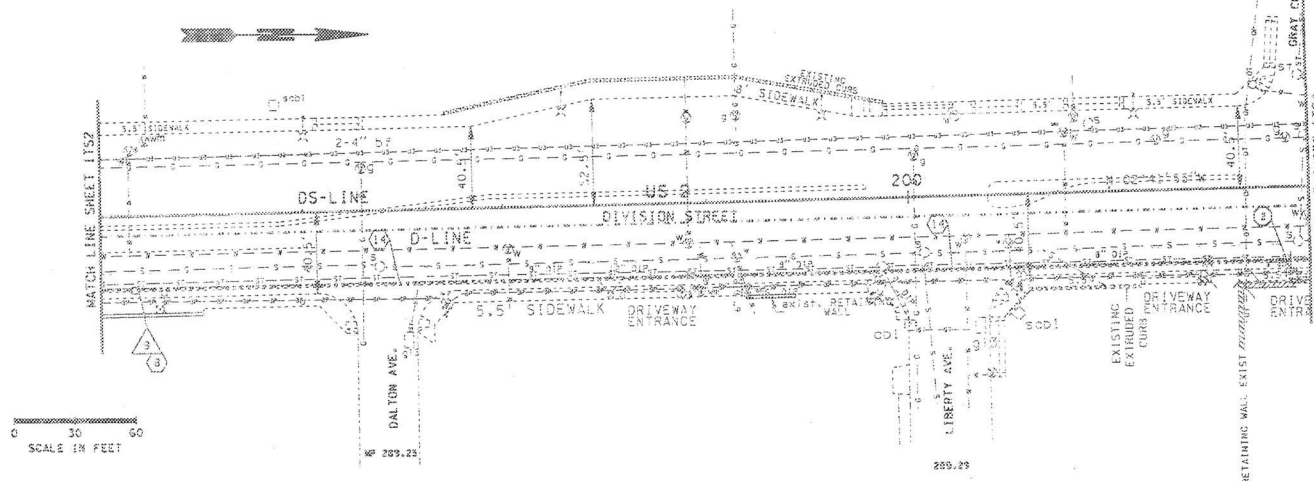
PL012

ITS2

SHEET  
3  
30  
SHEETS

T.25N., R.43E., W.M.  
CITY OF SPOKANE

WIRING SCHEDULE				
△ RUN#	CONDUIT SIZE	10#	CONDUCTOR	PURPOSE
3	4" w/10	1-A	1-144 SM	COMMUNICATION
		B,C,D	EMPTY (TYP.)	FUTURE
	4" w/NC	2-A	1-25 TWP	CITY OF SPOKANE INTERCONNECT
SEE CONDUIT & INNERDUCT TO DETAIL SHEET TR1 CONDUIT TYPE - PVC/HOPE				
SM - Single Mode Fiber		WP - Twisted Pair (122) Shielded		
10 - INNERDUCT		NC - DETECTABLE MAXCELL		



CONSTRUCTION NOTES:

GENERAL NOTES:

SEE SHEET ITS1 FOR LEGEND.

SEE SHEET TR1 AND CV1 FOR SIDEWALK DETAILS.

SEE STD. PLAN J-150 & 150 FOR CABLE VAULT OR PULLBOX INSTALLATION, MANHOLE RING AND COVER TYPE/NO HANDLES - ALL INSTALLATIONS.

FOR INTERCONNECT - FINAL TERMINATIONS FROM SIGNAL JUNCTION BOX TO SIGNAL CABINET WILL BE DONE BY OTHERS.

- 8 SEE TRENCH AND CONDUIT DETAILS, SHEET TR1.
- 14 OPEN CUT METHOD ALLOWED - SEE TRENCH DETAIL TR1.

QUANTITY TABULATION

GENERAL NOTES:			
1. STATIONS ARE APPROXIMATE. VERIFY LOCATIONS IN FIELD.			
2. SEE SPECIAL PROVISIONS, AND CITY OF SPOKANE STD. PLANS FOR PAVEMENT MARKINGS AND UTILITY ADJUSTMENTS.			
SM, NO.	STATION	EACH	INLET PROTECTION
ITS3-2	DS 201+90	1	

FILE NAME G:\4660\QLO027 - US 2 N.Foothills Dr. to Houston Ave\CA02\RE ADVERTISEMENT PSEQL0027.dgn  
 TIME 9:36:30 AM  
 DATE 10/5/2007  
 PLOTTED BY illoyd  
 DESIGNED BY M.E. LLOYD  
 ENTERED BY M.E. LLOYD  
 CHECKED BY C. WINKLER, P.E.  
 PROJ. ENGR. H.L. WHITE, P.E.  
 REGIONAL ADM. J.C. LENZI, P.E.

FED. AID PROJ. NO.  
CM-0002(264)  
 REGION NO. 10 WASH  
 JOB NUMBER 072016  
 CONTRACT NO.  
 LOCATION NO.  
QLO027



Washington State  
Department of Transportation

US 2  
N. FOOTHILLS DR. to HOUSTON AVE.  
ITS RE-ADVERTISEMENT  
 ITS PLAN

PLOT3  
ITS3  
 SHEET  
6  
OF  
30  
SHEETS

# GENERAL NOTES:

SEE SHEET ITS1 FOR LEGEND.

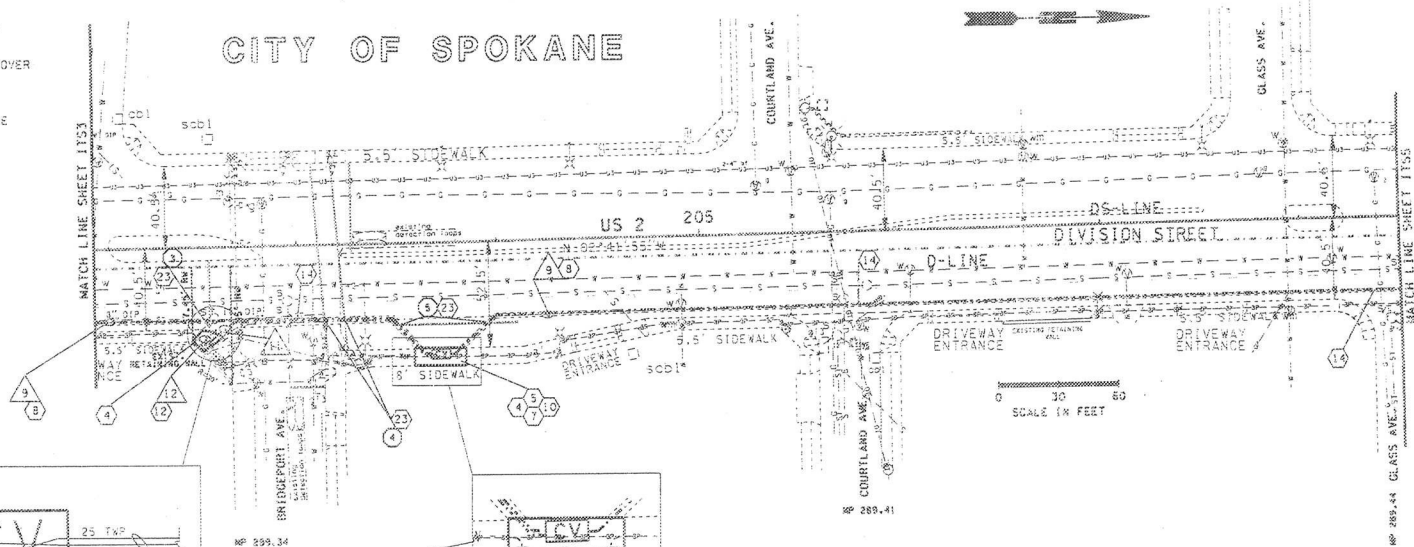
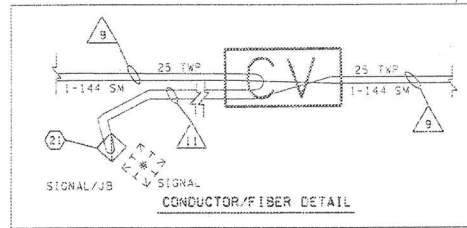
SEE SHEET TRI, AND CVI FOR SIDEWALK DETAILS.

SEE STD. PLAN J-150 & 150 FOR CABLE VAULT OR PULLBOX INSTALLATION. MANHOLE RING AND COVER TYPE/NO HANDLES - ALL INSTALLATIONS.

FOR INTERCONNECT - FINAL TERMINATIONS FROM SIGNAL JUNCTION BOX TO SIGNAL CABINET WILL BE DONE BY OTHERS.

T.25N., R.43E., W.M.

CITY OF SPOKANE



SCALE IN FEET  
0 30 60

WIRING SCHEDULE				
CONDUIT SIZE - NEW	ID*	CONDUCTOR	PURPOSE	
9 4" w/D	1-A	1-144 SM	COMMUNICATION	
4" w/H	2-A	1-25 TWP	CITY OF SPOKANE INTERCONNECT	
10 2" PVC SCH. 40		BY OTHERS	AVISTA- BURIED POWER	
11 3" PVC	3-A	2-25 TWP	CITY OF SPOKANE INTERCONNECT	
12 2-4" PVC	--	EMPTY	FUTURE	
	--	EMPTY	FUTURE	

SEE CONDUIT & INNERDUCT ID DETAIL SHEET TRI  
CONDUIT TYPE - PVC/HDPE

SM - Single Mode Fiber TWP - Twisted Pair (#22) Shielded  
ID - INNERDUCT MC - DETECTABLE MAXCELL

QUANTITY TABULATION				
GENERAL NOTES:				
1. STATIONS ARE APPROXIMATE, VERIFY LOCATIONS IN FIELD.				
2. SEE SPECIAL PROVISIONS, AND CITY OF SPOKANE STD. PLANS FOR PAVEMENT MARKINGS AND UTILITY ADJUSTMENTS.				
SH. RD.	STATION	EACH	LF	SP
ITS4-3	DS 202+50			7
ITS4-4	DS 203+25			13
ITS4-5	DS 203+50/205+90 (total fill in)		20	

## CONSTRUCTION NOTES:

- REMOVE AND REPLACE CURB (GUTTER) AND SIDEWALK, AS APPROVED BY ENGINEER.
- INSTALL CABLE VAULT/PULL BOX. SEE PLAN SHEET CVI.
- RACK FIBER OPTIC CABLE PER STD. PLAN J-150, J-150.
- RACK 20' OF COPPER CABLE IN CABLE VAULT/PULLBOX ON OPPOSITE WALL FROM FIBER.
- SEE TRENCH AND CONDUIT DETAILS, SHEET TRI.
- ILLUMINATION SYSTEM - BURIED POWER-SEE DETAIL SHEET CVI, AND SPECIAL PROVISIONS.
- STUB CONDUIT 2 FEET FROM FACE OF CURB AND CAP END. INSTALL 1/2" X 24" REBAR DRIVEN VERTICALLY 6" BELOW GRADE TO MARK END OF CONDUIT.
- OPEN CUT METHOD ALLOWED - SEE TRENCH DETAIL TRI.
- INSTALL JUNCTION BOX TYPE 1. SEE STD. PLAN J-110, AND GROUND DETAILS, STD. PLAN J-90. INTERCEPT EXISTING CONDUIT W/SWEEPS COUPLINGS AS REQUIRED.
- REMOVE EXISTING JUNCTION BOX, INSTALL JUNCTION BOX TYPE 7.
- REPLACE DISTURBED PAVEMENT MARKINGS, CITY OF SPOKANE STD. PLANS. SEE APPENDIX A.

FILE NAME: G:\46600\02027 - US 2 N. Foothills Dr. to Houston Ave\CAAD\RE ADVERTISEMENT PS20\02027.dgn  
 TIME: 9:36:33 AM  
 DATE: 10/5/2007  
 PLOTTED BY: Lloyd  
 DESIGNED BY: M.E. LLOYD  
 ENTERED BY: M.E. LLOYD  
 CHECKED BY: C. WINKLER, P.E.  
 PROJ. ENGR. H.L. WHITE, P.E.  
 REGIONAL ADM. J.C. LENZI, P.E.

REVISION DATE BY

FED. AID PROJ. NO.  
 10 WASH  
 CM-0002(264)  
 JOB NUMBER  
 072016  
 CONTRACT NO.  
 LOCATION NO.  
 Q10027



P.E. STAMP BOX

Washington State  
 Department of Transportation

US 2  
 N. FOOTHILLS DR. to HOUSTON AVE.  
 ITS RE-ADVERTISEMENT  
 ITS. PLAN  
 PLOT4  
 ITS4  
 SHEET  
 30  
 SHEETS

T.25N., R.43E., W.M.  
CITY OF SPOKANE

DS 211+29.54 A.P.

0°24'48" LT

WIRING SCHEDULE				
LINE#	CONDUIT SIZE - NEW	10"	CONDUCTOR	PURPOSE
9	4" W/10	1-A	1-144 SM	COMMUNICATION
	4" W/NC	2-A	1-25 TWP	CITY OF SPOKANE INTERCONNECT
10	2" PVC SCH. 40	--	BY OTHERS	WISATA - BURIED POWER
13	3-3" PVC	--	EMPTY	FUTURE
SEE CONDUIT & INNERDUCT 10 DETAIL SHEET TRI				
CONDUIT TYPE - PVC/HDPE				
SM - Single Mode Fiber		TWP - Twisted Pair (#22) Shielded		
10 - INNERDUCT		MC - DETECTABLE MAXCELL		

0 30 60  
SCALE IN FEET

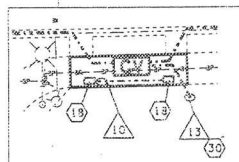
GENERAL NOTES:

SEE SHEET ITS1 FOR LEGEND.

SEE SHEET TRI, AND CVI FOR SIDEWALK DETAILS.

SEE STD. PLAN J-15a & 15b FOR CABLE VAULT OR PULLBOX INSTALLATION. MANHOLE RING AND COVER TYPE/NO HANDLES - ALL INSTALLATIONS.

FOR INTERCONNECT - FINAL TERMINATIONS FROM SIGNAL JUNCTION BOX TO SIGNAL CABINET WILL BE DONE BY OTHERS.



CONSTRUCTION NOTES:

- 4 REMOVE AND REPLACE CURB (GUTTER) AND SIDEWALK.
- 5 INSTALL CABLE VAULT/PULL BOX. SEE PLAN SHEET CV1. RACK FIBER OPTIC CABLE PER STD. PLAN J-15a, J-15b.
- 7 RACK 20' OF COPPER CABLE IN CABLE VAULT/PULLBOX ON OPPOSITE WALL FROM FIBER.
- 8 SEE TRENCH AND CONDUIT DETAILS, SHEET TRI.
- 10 ILLUMINATION SYSTEM -BURIED POWER-SEE DETAIL SHEET CV1, AND SPECIAL PROVISIONS.
- 14 OPEN CUT METHOD ALLOWED-SEE TRENCH DETAIL TRI.
- 18 INSTALL JUNCTION BOX TYPE 1. SEE STD. PLAN J-11c, AND GROUND DETAILS, STD. PLAN J-9a. INTERCEPT EXISTING CONDUIT W/SWEEPS COUPLINGS AS REQUIRED.
- 30 INSTALL CONDUIT SWEEP- STUB 3 FEET BEYOND BACK OF SIDE WALK. INSTALL 1/2" x 24" REBAR DRIVEN VERTICALLY 6" BELOW GRADE TO MARK END OF CONDUIT.

FILE NAME G:\46600\QLO027 - US 2 N.Foothills Dr.to Houston Ave\CADD\RE ADVERTISEMENT PSE\QLO027.dgn

TIME 9:36:48 AM

DATE 10/5/2007

PLOTTED BY floyd

DESIGNED BY M.E. LLOYD

ENTERED BY M.E. LLOYD

CHECKED BY C. WINKLER, P.E.

PRQJ. ENGR. H.L. WHITE, P.E.

REGIONAL ADM. J.C. LENZI, P.E.

REVISION

DATE

BY

REGION NO. 10

STATE WASH.

JOB NUMBER 072016

CONTRACT NO.

FED. AID PROJ. NO.

CM-0002(264)

LOCATION NO.

QLO027



P.E. STAMP BOX

P.E. STAMP BOX



US 2  
N. FOOTHILLS DR. to HOUSTON AVE.  
ITS RE-ADVERTISEMENT

ITS PLAN

PLOTS

ITS5

SHEET

9

OF

30

SHEETS



# GENERAL NOTES:

SEE SHEET ITS1 FOR LEGEND.

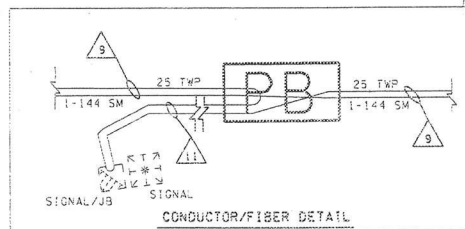
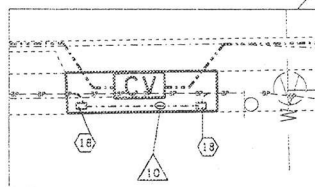
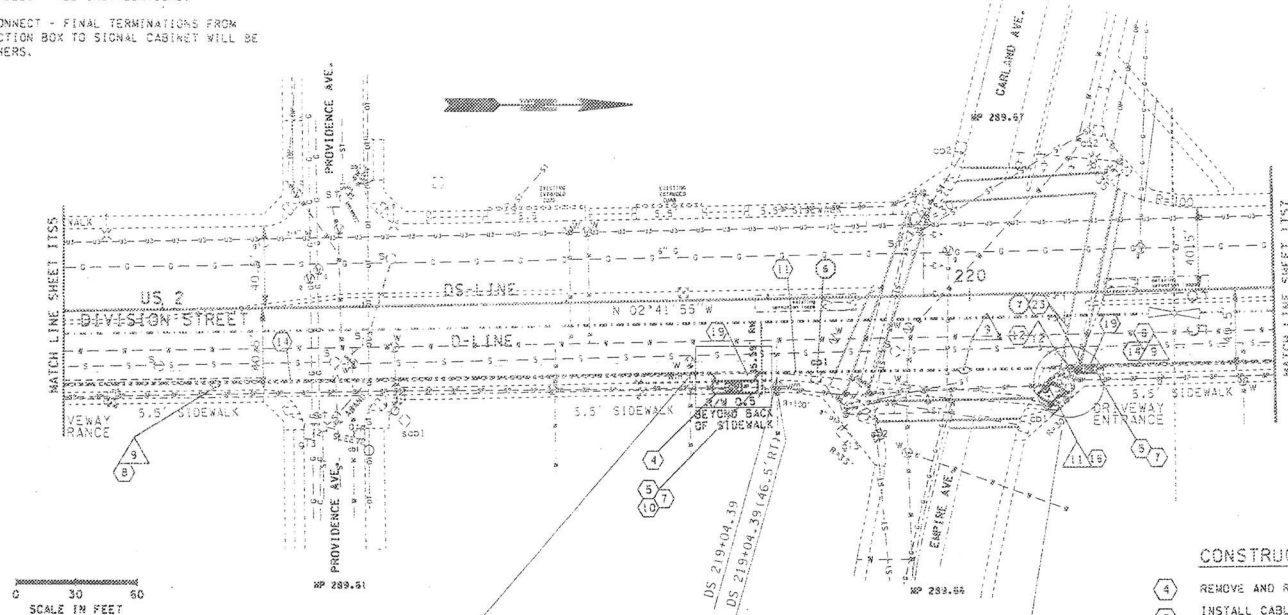
SEE SHEET TRI1 AND CVI FOR SIDEWALK DETAILS.

SEE STD. PLAN J-150 & 150 FOR CABLE VAULT OR PULLBOX INSTALLATION. MANHOLE RING AND COVER TYPE/NO HANDLES - ALL INSTALLATIONS.

FOR INTERCONNECT - FINAL TERMINATIONS FROM SIGNAL JUNCTION BOX TO SIGNAL CABINET WILL BE DONE BY OTHERS.

T.25N., R.43E., W.M.

CITY OF SPOKANE



WIRING SCHEDULE				
△ RUN#	CONDUIT SIZE - NEW	ID#	CONDUCTOR	PURPOSE
9	4" W/D	1-A	1-144 SM	COMMUNICATION
	4" W/MC	2-A	1-25 TWP	CITY OF SPOKANE INTERCONNECT
10	2" PVC SCH. 40		BY OTHERS	AVISTA - BURIED POWER
11	3" PVC	3-A	2-25 TWP	CITY OF SPOKANE INTERCONNECT
12	2-4" PVC	--	EMPTY	FUTURE
		--	EMPTY	FUTURE
SEE CONDUIT & INTERDUCT TO DETAIL SHEET TRI1				
CONDUIT TYPE - PVC/HOPE				
SM - Single Mode Fiber			TWP - Twisted Pair (#22) Shielded	
ID - INTERDUCT			MC - DETECTABLE MAXCELL	

QUANTITY TABULATION				
GENERAL NOTES:				
1. SEE SPECIAL PROVISIONS, AND CITY OF SPOKANE STD. PLANS.				
2. STATIONS ARE APPROXIMATE, VERIFY LOCATIONS IN FIELD.				
SH. NO.	STATION	INLET PROTECTION	PAINTED CURBSIDE LINE	
ITS6-6	DS 219+25			
ITS6-7	US 220+50			13

## CONSTRUCTION NOTES:

- 4 REMOVE AND REPLACE CURB (GUTTER) AND SIDEWALK.
- 5 INSTALL CABLE VAULT/PULL BOX. SEE PLAN SHEET CVI. RACK FIBER OPTIC CABLE PER STD. PLAN J-150, J-155.
- 7 RACK 20' OF COPPER CABLE IN CABLE VAULT/PULLBOX ON OPPOSITE WALL FROM FIBER.
- 8 SEE TRENCH AND CONDUIT DETAILS, SHEET TRI1.
- 10 ILLUMINATION SYSTEM -BURIED POWER-SEE DETAIL SHEET CVI, AND SPECIAL PROVISIONS.
- 11 DIRECTIONAL BORING, JACKING, OR DRILLING METHOD.
- 12 STUB CONDUIT AND CAP END. INSTALL 1/2" X 24" REBAR LOCATED VERTICALLY 6" BELOW GRADE TO MARK END OF CONDUIT.
- 14 OPEN CUT METHOD ALLOWED - SEE TRENCH DETAIL TRI1.
- 15 SIDEWALK/ASPHALT REMOVE & REPLACE FOR CONDUIT. BURIED POWER TO REMAIN IN-PLACE.
- 18 INSTALL JUNCTION BOX TYPE 1. SEE STD. PLAN J-110, AND GROUND DETAILS, STD. PLAN J-90. INTERCEPT EXISTING CONDUIT W/SWEEPS COUPLINGS AS REQUIRED.
- 19 HORIZONTAL BORING PIT AREA SETUP LOCATION.
- 23 REPLACE DISTURBED PAVEMENT MARKINGS, CITY OF SPOKANE STD. PLANS. SEE APPENDIX A.

FILE NAME: G:\46600\010027 - US 2 N. Foothills Dr. to Houston Ave\CAD\RE ADVERTISEMENT PSEQ\0027.dgn  
 TIME: 9:13:17 AM  
 DATE: 10/5/2007  
 PLOTTED BY: jlaydm  
 DESIGNED BY: M.E. LLOYD  
 ENTERED BY: M.E. LLOYD  
 CHECKED BY: C. WINKLER, P.E.  
 PROJ. ENGR. H.L. WHITE, P.E.  
 REGIONAL ADM. J.C. LENZI, P.E.

FED. AID PROJ. NO.  
 10 WASH  
 JOB NUMBER  
 07x016  
 CONTRACT NO.  
 LOCATION NO.  
 Q10027



Washington State  
 Department of Transportation

US 2  
 N. FOOTHILLS DR. TO HOUSTON AVE.  
 ITS RE-ADVERTISEMENT  
 ITS PLAN

PLOT#  
 ITS6  
 SHEET  
 9  
 30  
 SHEETS

US 2

DIVISION STREET

GARLAND STREET

WALTON AVE.

DRIVEWAY ENTRANCE

SIDEWALK

DS-LINE

D-LINE

CONDUIT


CONDUIT SIZE	10"
4" W/10	1-A
4" W/KC	2-A



SEE CONDUIT & INNER CONDUIT TYPE - SEE

0 30 60  
SCALE IN FEET

CONSTRUCTION NOTES:

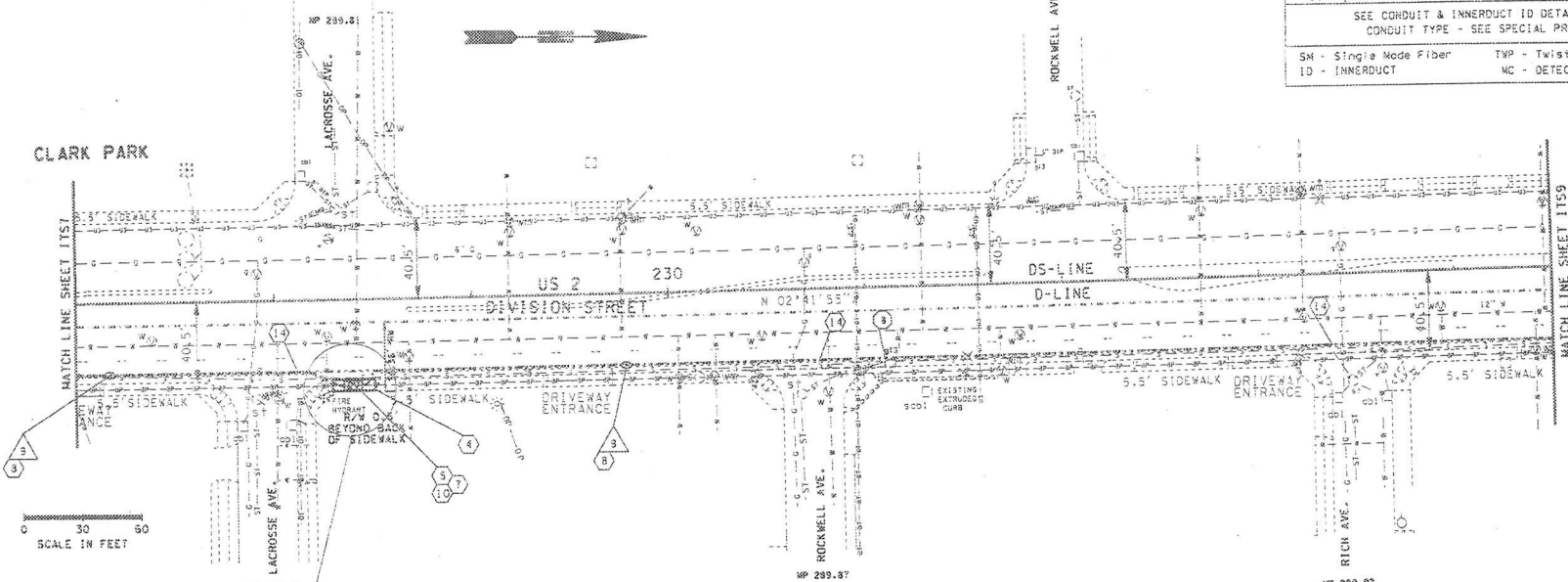
⑧ SEE TRENCH AND CONDUIT DETAILS, SHEET TRI.  
⑭ OPEN CUT METHOD ALLOWED -SEE TRENCH DETAIL TRI.

WIRING SCHEDULE				
 RUN#	CONDUIT SIZE	1d*	CONDUCTOR	PURPOSE
9	4" w/ID	1-A	1-144 SW	COMMUNICATION
	4" w/MC	2-A	1-25 TW	CITY OF SPOKANE INTERCONNECT
SEE CONDUIT & INNERDUCT TO DETAIL SHEET TR1				
CONDUIT TYPE - SEE SPECIAL PROVISIONS.				
SW - Single Mode Fiber	TW - Twisted Pair (#22) Shielded			
ID - INNERDUCT	MC - DETACHED MAXCELL			

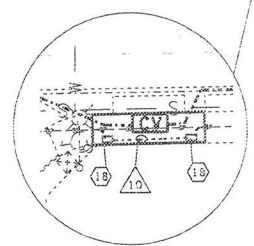
FILE NAME C:\46600\QLO027 - US 2 N.Foothills Dr. to Houston Ave\CAD\RE ADVERTISEMENT PSE\QLO027.dgn										FED.AID PROJ.NO.				 Washington State Department of Transportation		US 2		PLAT	
TIME 9:37:05 AM										REGION NO.						STATE		ITS7	
DATE 10/5/2007										TO WASH		CM-0002(264)		 Washington State Department of Transportation		SHEET 10			
PLOTTED BY lloyd										JOB NUMBER 07x016		LOCATION NO. QLO027				30			
DESIGNED BY M.E. LLOYD										CONTRACT NO.				ITS-PLAN		SHEETS			
ENTERED BY M.E. LLOYD																			
CHECKED BY C. WINKLER, P.E.																			
PROJ. ENGR. M.J. WHITE, P.E.																			
REGIONAL ADM. J.C. VINCE, P.E.																			
REVISION										DATE		BY							

T.25N., R.43E., W.M.  
CITY OF SPOKANE

WIRING SCHEDULE				
△ RUN#	CONDUIT SIZE	ID#	CONDUCTOR	PURPOSE
9	4" w/ID	1-A	1-144 SM	COMMUNICATION
	4" w/MC	2-A	1-25 TWP	CITY OF SPOKANE INTERCONNECT
10	2" PVC SCH 40	--	37 OTHERS	AVISTA - BURIED POWER
SEE CONDUIT & INNERDUCT ID DETAIL SHEET TRI CONDUIT TYPE - SEE SPECIAL PROVISIONS.				
SM - Single Mode Fiber			TWP - Twisted Pair (#22) Shielded	
ID - INNERDUCT			MC - DETECTABLE MAXCELL	



SCALE IN FEET  
0 30 60



CONSTRUCTION NOTES:

- ④ REMOVE AND REPLACE CURB (GUTTER) AND SIDEWALK.
- ⑤ INSTALL CABLE VAULT/PULL BOX. SEE PLAN SHEET CVI.
- ⑥ RACK FIBER OPTIC CABLE PER STD. PLAN J-15a, J-15b.
- ⑦ RACK 20' OF COPPER CABLE IN CABLE VAULT/PULLBOX ON OPPOSITE WALL FROM FIBER.
- ⑧ SEE TRENCH AND CONDUIT DETAIL, SHEET TRI.
- ⑩ ILLUMINATION SYSTEM -BURIED POWER-SEE DETAIL SHEET CVI, AND SPECIAL PROVISIONS.
- ⑭ OPEN CUT METHOD ALLOWED - SEE TRENCH DETAIL TRI.
- ⑮ (INSTALL JUNCTION BOX TYPE 1. SEE STD. PLAN J-11a, AND GROUND DETAILS, STD. PLAN J-9a. INTERCEPT EXISTING CONDUIT W/SWEEPS COUPLINGS AS REQUIRED.

GENERAL NOTES:

SEE SHEET ITS1 FOR LEGEND.  
SEE SHEET TRI, AND CVI FOR SIDEWALK DETAILS.  
SEE STD. PLAN J-15a & 15b FOR CABLE VAULT OR PULLBOX INSTALLATION. MANHOLE RING AND COVER TYPE/NO HANDLES - ALL INSTALLATIONS.  
FOR INTERCONNECT - FINAL TERMINATIONS FROM SIGNAL JUNCTION BOX TO SIGNAL CABINET WILL BE DONE BY OTHERS.

QUANTITY TABULATION

GENERAL NOTES:			
1. SEE SPECIAL PROVISIONS, AND CITY OF SPOKANE STD. PLANS.			
2. STATIONS ARE APPROXIMATE, VERIFY LOCATIONS IN FIELD.			
SH. NO.	STATION	QUANTITY	INLET PROTECTION
1159-B	DS 251-10		1

FILE NAME G:\46600\QLO027 - US 2 N.Foothills Dr. to Houston Ave\CADD\RE-ADVERTISEMENT PSE010027.dgn  
TIME 9:37:14 AM  
DATE 10/5/2007  
PLOTTED BY Lloyd  
DESIGNED BY M.E. LLOYD  
ENTERED BY M.E. LLOYD  
CHECKED BY C. WINKLER, P.E.  
PROJ. ENGR. H.L. WHITE, P.E.  
REGIONAL ADM. J.C. LENZI, P.E.

6/27/07 MEL REGION STATE  
10 WASH  
JOB NUMBER  
072016  
CONTRACT NO.  
LOCATION NO.  
QLO027



P.E. STAMP BOX  
DATE 10/5/07

Washington State  
Department of Transportation

US 2  
N. FOOTHILLS DR. TO HOUSTON AVE.  
ITS RE-ADVERTISEMENT  
ITS PLAN  
PLOT# ITS8  
SHEET 11  
30 SHEETS

# GENERAL NOTES:

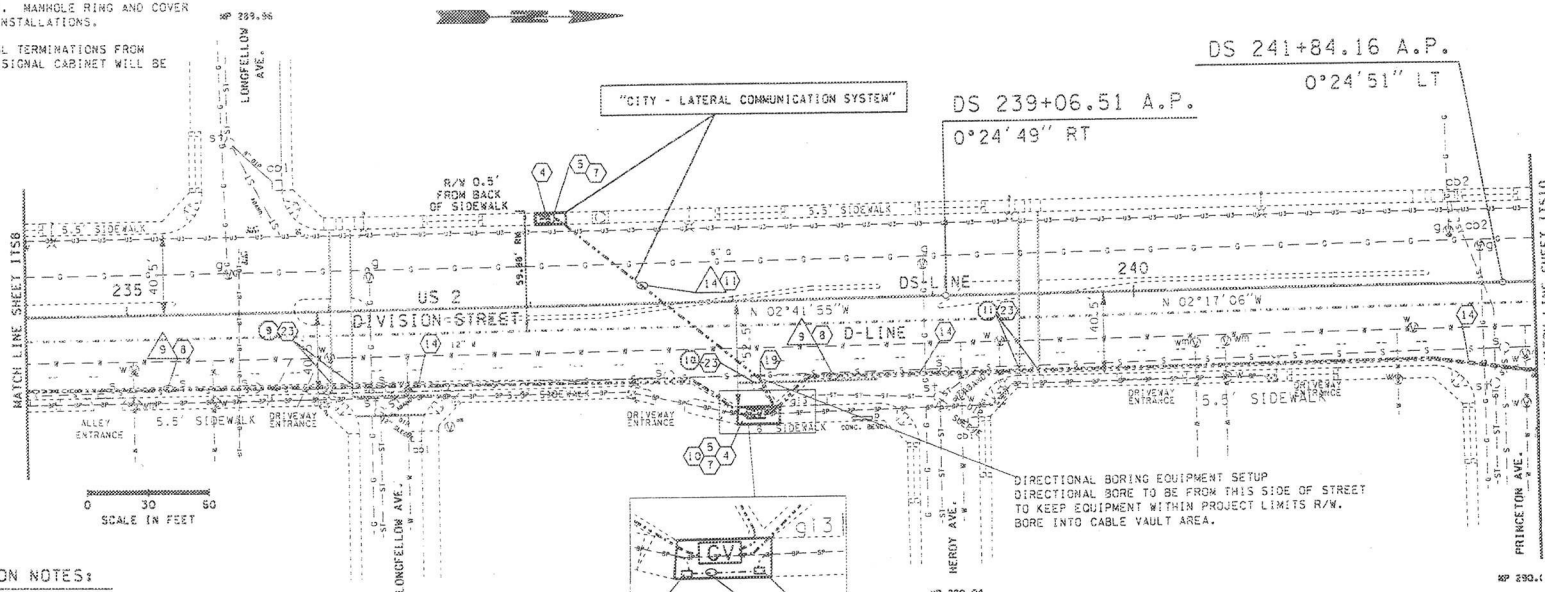
SEE SHEET ITS1 FOR LEGEND.

SEE SHEET TRI, AND CVI FOR SIDEWALK DETAILS.

SEE STD. PLAN J-150 & 150 FOR CABLE VAULT OR PULLBOX INSTALLATION. MANHOLE RING AND COVER TYPE/NO HANDLES - ALL INSTALLATIONS.

FOR INTERCONNECT - FINAL TERMINATIONS FROM SIGNAL JUNCTION BOX TO SIGNAL CABINET WILL BE DONE BY OTHERS.

## T.25N., R.43E., W.M. CITY OF SPOKANE



### CONSTRUCTION NOTES:

- 4 REMOVE AND REPLACE CURB (OUTTER) AND SIDEWALK.
- 5 INSTALL CABLE VAULT/PULL BOX. SEE PLAN SHEET CVI. RACK FIBER OPTIC CABLE PER STD. PLAN J-150.
- 7 RACK 20' OF COPPER CABLE IN CABLE VAULT/PULLBOX ON OPPOSITE WALL FROM FIBER.
- 8 SEE TRENCH AND CONDUIT DETAIL, SHEET TRI.
- 10 ILLUMINATION SYSTEM -BURIED POWER-SEE DETAIL SHEET CVI, AND SPECIAL PROVISIONS.
- 11 DIRECTIONAL BORING, JACKING, OR DRILLING METHOD.
- 14 OPEN CUT METHOD ALLOWED - SEE TRENCH DETAIL TRI.
- 18 STANDARD JUNCTION BOX TYPE 1. SEE STD. PLAN J-110. AND GROUND DETAILS, STD. PLAN J-90. INTERCEPT EXISTING CONDUIT W/SWEEPS COUPLINGS AS REQUIRED.
- 19 HORIZONTAL BORING PIT AREA SETUP LOCATION. PAVEMENT REMOVAL FOR OPEN TRENCHING UTILITIES LOCATION ALLOWED.
- 23 REPLACE DISTURBED PAVEMENT MARKINGS, CITY OF SPOKANE STD. PLANS. SEE APPENDIX A.

### QUANTITY TABULATION

GENERAL NOTES:					
1. STATIONS ARE APPROXIMATE. VERIFY LOCATIONS IN FIELD.					
2. SEE SPECIAL PROVISIONS, AND CITY OF SPOKANE STD. PLANS FOR PAVEMENT MARKINGS AND UTILITY ADJUSTMENTS.					
SH. NO.	STATION	EACH	LF	SF	LP
ITS9-9	DS 238+10			13	
ITS9-10	DS 238+10		15		
ITS9-11	DS 239+50			13	

### WIRING SCHEDULE

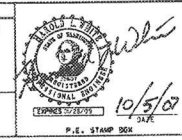
CONDUIT SIZE	10*	CONDUCTOR	PURPOSE
4" w/10	1-A	1-144 SM	COMMUNICATION
4" w/MC	2-A	1-25 TWP	CITY OF SPOKANE INTERCONNECT
2" PVC SCH. 40	--	BY OTHERS	AVISTA - BURIED POWER
4" PVC	--	EMPTY	CITY - LATERAL COMMUNICATION SYSTEM

SEE CONDUIT & INNERDUCT ID DETAIL SHEET TRI  
CONDUIT TYPE - SEE SPECIAL PROVISIONS.

SM - Single Mode Fiber      TWP - Twisted Pair (#22) Shielded  
ID - INNERDUCT              MC - DETECTABLE MAXCELL

FILE NAME: G:\4660\01\0027 - US 2 N.Foothills Dr. to Houston Ave\CADD\RE ADVERTISEMENT PSE010027.dgn  
 TIME: 9:37:24 AM  
 DATE: 10/5/2007  
 PLOTTED BY: lloyd  
 DESIGNED BY: M.E. LLOYD  
 ENTERED BY: M.E. LLOYD  
 CHECKED BY: C. WINKLER, P.E.  
 PROJ. ENGR. H.L. WHITE, P.E.  
 REGIONAL ADM. J.C. LENZI, P.E.

FED.AID PROJ.NO.  
CM-0002(264)  
LOCATION NO.  
Q10027



Washington State  
Department of Transportation

US 2  
N. FOOTHILLS DR. to HOUSTON AVE.  
ITS RE-ADVERTISEMENT  
ITS PLAN

PLOT9  
ITS9  
SHEET 12  
30  
SHEET 15

# CITY OF SPOKANE

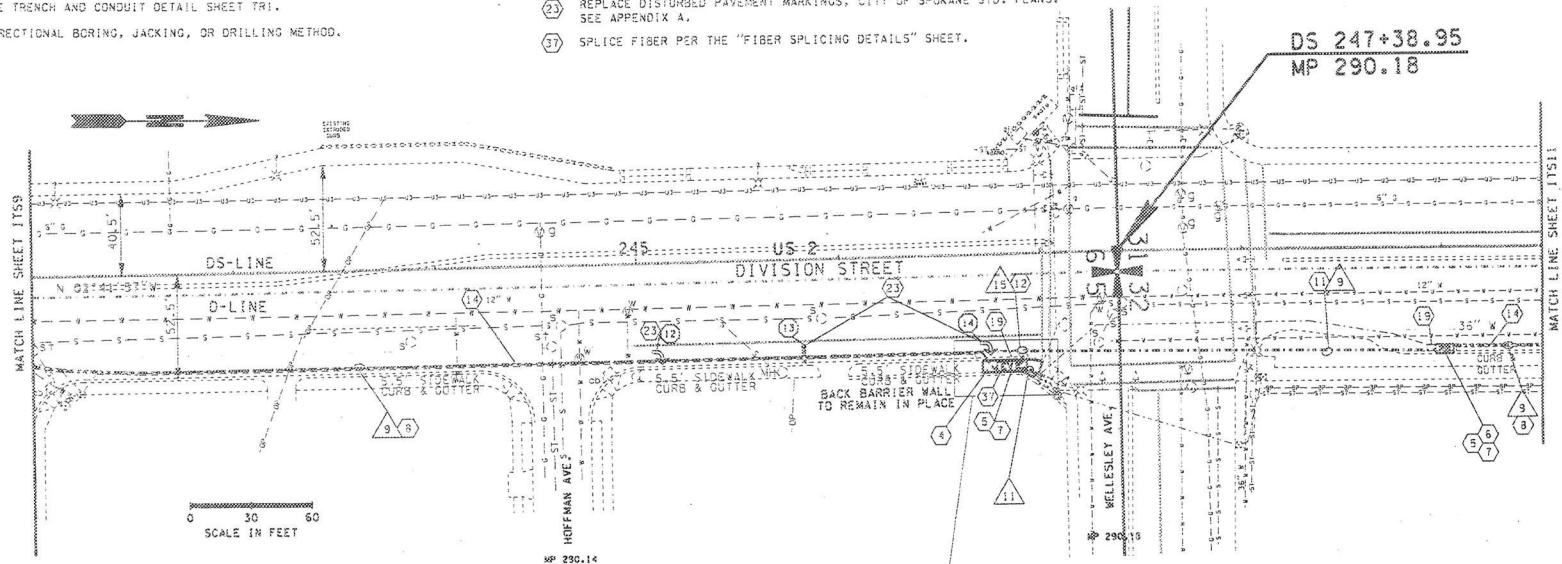
## CONSTRUCTION NOTES:

- 4 REMOVE AND REPLACE CURB (GUTTER) AND SIDEWALK.
- 5 INSTALL CABLE VAULT/PULL BOX. SEE PLAN SHEET CV1.
- 6 RACK FIBER OPTIC CABLE PER STD. PLAN J-150, J-155.
- 7 RACK 20' OF COPPER CABLE IN CABLE VAULT/PULLBOX ON OPPOSITE WALL FROM FIBER.
- 8 SEE TRENCH AND CONDUIT DETAIL SHEET TRI.
- 11 DIRECTIONAL BORING, JACKING, OR DRILLING METHOD.

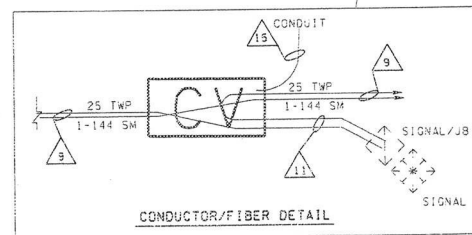
- 12 STUB CONDUIT 2 FEET FROM FACE OF CURB AND CAP END. INSTALL 1/2" X 24" REBAR LOCATED VERTICALLY 6" BELOW GRADE TO MARK END OF CONDUIT.
- 14 OPEN CUT METHOD ALLOWED - SEE TRENCH DETAIL TRI.
- 19 HORIZONTAL BORING PIT AREA SETUP LOCATION. PAVEMENT REMOVAL FOR OPEN TRENCHING UTILITIES LOCATION ALLOWED.
- 23 REPLACE DISTURBED PAVEMENT MARKINGS, CITY OF SPOKANE STD. PLANS. SEE APPENDIX A.
- 27 SPLICE FIBER PER THE "FIBER SPLICING DETAILS" SHEET.

## GENERAL NOTES:

- SEE SHEET ITS1 FOR LEGEND.
- SEE SHEET TRI, AND CVI FOR SIDEWALK DETAILS.
- SEE STD. PLAN J-150 & 155 FOR CABLE VAULT OR PULLBOX INSTALLATION. MANHOLE RING AND COVER TYPE/NO HANDLES - ALL INSTALLATIONS.
- FOR INTERCONNECT - FINAL TERMINATIONS FROM SIGNAL JUNCTION BOX TO SIGNAL CABINET WILL BE DONE BY OTHERS.



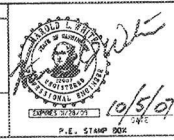
WIRING SCHEDULE				
RVN#	CONDUIT SIZE	ID#	CONDUCTOR	PURPOSE
9	4" w/ID	1-A	1-144 SM	COMMUNICATION
	4" w/MC	2-A	1-25 TWP	CITY OF SPOKANE INTERCONNECT
11	3" PVC	3-A	2-25 TWP	CITY OF SPOKANE INTERCONNECT
15	3-4" PVC	--	EMPTY	FUTURE
SEE CONDUIT & INNERDUCT ID DETAIL SHEET TRI				
CONDUIT TYPE - SEE SPECIAL PROVISIONS.				
SM - Single Mode Fiber TWP - Twisted Pair (*22) Shielded				
ID - INNERDUCT MC - DETECTABLE MAXCELL				



## QUANTITY TABULATION

GENERAL NOTES:				
1. SEE SPECIAL PROVISIONS, AND CITY OF SPOKANE STD. PLANS.				
2. STATIONS ARE APPROXIMATE, VERIFY LOCATIONS IN FIELD.				
SH. NO.	STATION	INLET PROTECTION	PAINTED TRAFFIC ARROW	PAINTED TRAFFIC LETTER
ITS10-12	DS 245+10	1		
ITS10-13	DS 245+80	1	4	
ITS10-14	DS 246+70			

FILE NAME	GN46600VLO0027 - US 2 N.Foothills Dr. to Houston Ave.CADD&RE ADVERTISEMENT PSE01.0027.dgn	REGION	STATE	FED. AID PROJ. NO.
TIME	9:37:33 AM	10	WASH	CM-0002(264)
DATE	10/5/2007	JOB NUMBER		LOCATION NO.
PLOTTED BY	110ydm	072016		QL0027
DESIGNED BY	M.E. LLOYD	CONTRACT NO.		
ENTERED BY	M.E. LLOYD			
CHECKED BY	C. WINKLER, P.E.			
PROJ. ENGR.	H.L. WHITE, P.E.			
REGIONAL ADM.	J.C. LENZI, P.E.	REVISION	DATE	BY



US 2 N. FOOTHILLS DR. to HOUSTON AVE. ITS RE-ADVERTISEMENT		PLOT10
ITS PLAN		ITS10
		SHEET 13 OF 30 SHEETS

T.26N., R.43E., W.M.  
CITY OF SPOKANE

GENERAL NOTES:

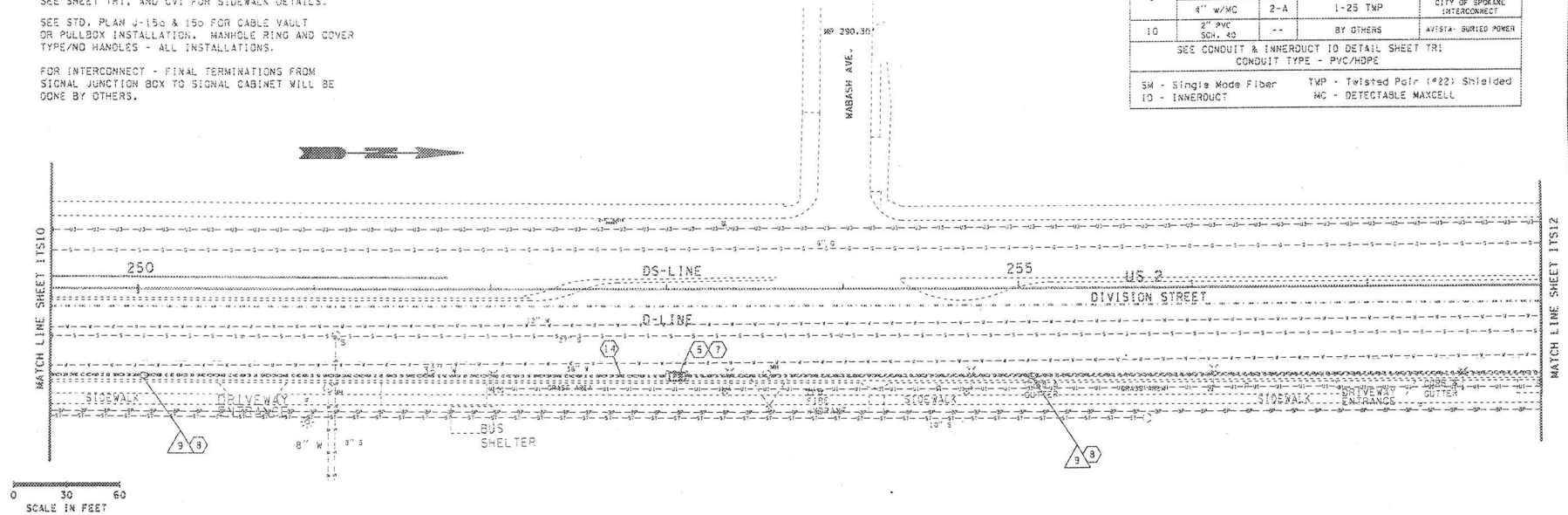
SEE SHEET ITS1 FOR LEGEND.

SEE SHEET TRI, AND CVI FOR SIDEWALK DETAILS.

SEE STD. PLAN J-150 & 150 FOR CABLE VAULT  
OR PULLBOX INSTALLATION. MANHOLE RING AND COVER  
TYPE/NO HANDLES - ALL INSTALLATIONS.

FOR INTERCONNECT - FINAL TERMINATIONS FROM  
SIGNAL JUNCTION BOX TO SIGNAL CABINET WILL BE  
DONE BY OTHERS.

WIRING SCHEDULE				
CONDUIT SIZE	10"	CONDUCTOR	PURPOSE	
9	4" w/10	1-A	1-144 SM	COMMUNICATION
	4" w/MC	2-A	1-25 TWP	CITY OF SPOKANE INTERCONNECT
10	2" PVC SCH. 40	--	BY OTHERS	AVISTA - BURIED POWER
SEE CONDUIT & INNERDUCT 10 DETAIL SHEET TRI CONDUIT TYPE - PVC/HDPE				
SM - Single Mode Fiber		TWP - Twisted Pair (#22) Shielded		
10 - INNERDUCT		MC - DETECTABLE MAXCELL		



CONSTRUCTION NOTES:

- 5 INSTALL CABLE VAULT/PULL BOX. SEE PLAN SHEET CVI.  
RACK FIBER OPTIC CABLE PER STD. PLAN J-150, J-150.
- 7 RACK 20' OF COPPER CABLE IN CABLE VAULT/PULLBOX ON OPPOSITE  
WALL FROM FIBER.
- 8 SEE TRENCH AND CONDUIT DETAIL, SHEET TRI.
- 10 OPEN CUT METHOD - SEE TRENCH DETAIL TRI.

FILE NAME G:\46600\010027 - US 2 N. Foothills Dr. to Houston Ave\CADD\RE-ADVERTISEMENT P5EQ10027.dgn  
TIME 9:37:42 AM  
DATE 10/5/2007  
PLOTTED BY lloyd  
DESIGNED BY M.E. LLOYD  
ENTERED BY M.E. LLOYD  
CHECKED BY C. WINKLER, P.E.  
PROJ. ENGR. H.L. WHITE, P.E.  
REGIONAL ADM. J.C. LENZI, P.E.

REVISION

DATE BY

REGION STATE  
10 WASH  
JOB NUMBER  
07x016  
CONTRACT NO.  
FED.AID PROJ.NO.  
CM-0002(264)  
LOCATION NO.  
QL0027



P.E. STAMP BOX

P.E. STAMP BOX

Washington State  
Department of Transportation

US 2  
N. FOOTHILLS DR. TO HOUSTON AVE.  
ITS RE-ADVERTISEMENT

ITS PLAN

PLOT11  
ITS11  
SHEET  
14  
30  
SHEETS



# GENERAL NOTES:

SEE SHEET ITS1 FOR LEGEND.

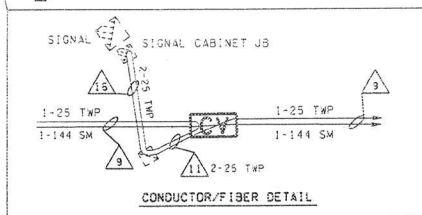
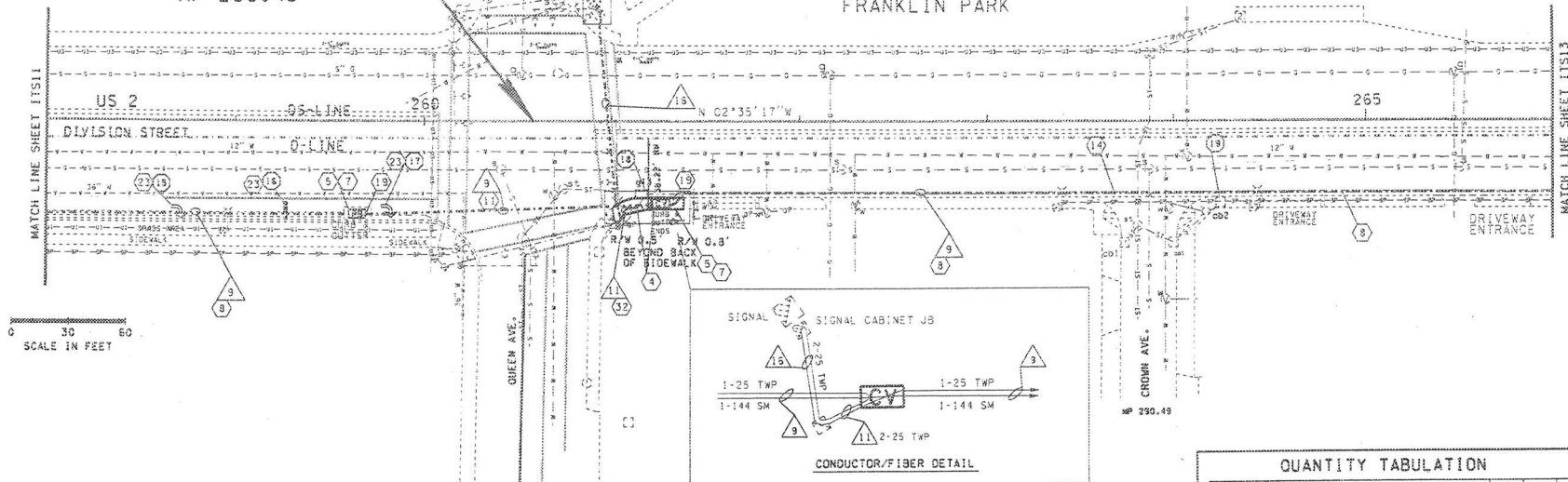
SEE SHEET TRI, AND CVI FOR SIDEWALK DETAILS.

SEE STD. PLAN J-150 & 150 FOR CABLE VAULT OR PULLBOX INSTALLATION. MANHOLE RING AND COVER TYPE/NO HANDLES - ALL INSTALLATIONS.

FOR INTERCONNECT - FINAL TERMINATIONS FROM SIGNAL JUNCTION BOX TO SIGNAL CABINET WILL BE DONE BY OTHERS.

## T.26N., R.43E., W.M. CITY OF SPOKANE

DS 260+55 P.O.T.  
(RW) D 9.02' RT.  
MP 290.43



WIRING SCHEDULE					
RUN#	CONDUIT / SIZE		ID#	CONDUCTOR	PURPOSE
	EXISTING	NEW			
9		4" w/ID	1-A	1-144 SM	COMMUNICATION
		4" w/MC	2-A	1-25 TWP	CITY OF SPOKANE INTERCONNECT
10		2" PVC SCH. 40	--	8Y OTHERS	AVISTA BURIED POWER
11		3" PVC	3-A	2-25 TWP	CITY OF SPOKANE INTERCONNECT
15	Ex. 2" GALV	--	--	2-25 TWP	CITY OF SPOKANE INTERCONNECT

SEE CONDUIT & INNERDUCT ID DETAIL SHEET TRI

CONDUIT TYPE - PVC/HOPE

SM - Single Mode Fiber      TWP - Twisted Pair (#22) Shielded  
ID - INNERDUCT              MC - DETECTABLE MAXCELL

### CONSTRUCTION NOTES:

- ④ REMOVE AND REPLACE CURB (GUTTER) AND SIDEWALK.
- ⑤ INSTALL CABLE VAULT/PULL BOX. SEE PLAN SHEET CVI. RACK FIBER OPTIC CABLE PER STD. PLAN J-150, J-150.
- ⑦ RACK 20' OF COPPER CABLE IN CABLE VAULT/PULLBOX ON OPPOSITE WALL FROM FIBER.
- ⑧ SEE TRENCH AND CONDUIT DETAIL, SHEET TRI.
- ⑪ DIRECTIONAL BORING, JACKING, OR DRILLING METHOD.

### CONSTRUCTION NOTES: (CONT'D)

- ⑭ OPEN CUT METHOD ALLOWED - SEE TRENCH DETAIL TRI.
- ⑮ HORIZONTAL BORING PIT AREA SETUP LOCATION. PAVEMENT REMOVAL FOR OPEN TRENCHING UTILITIES LOCATION ALLOWED.
- ⑯ REPLACE DISTURBED PAVEMENT MARKINGS, CITY OF SPOKANE STD. PLANS. SEE APPENDIX A.
- ⑰ INSTALL CONDUIT INTO EXISTING JUNCTION BOX.

### QUANTITY TABULATION

NOTE: SEE SPECIAL PROVISIONS FOR THE TRAFFIC ARROW, LETTER AND INLET PROTECTION	GENERAL NOTES:		INLET PROTECTION	PAINTED TRAFFIC ARROW	PAINTED TRAFFIC LETTER
	1. SEE SPECIAL PROVISIONS, AND CITY OF SPOKANE STD. PLANS. 2. STATIONS ARE APPROXIMATE, VERIFY LOCATIONS IN FIELD.				
SM. NO.	STATION		EACH	EACH	EACH
ITS12-15	DS 258+60			1	
ITS12-16	DS 259+25				4
ITS12-17	DS 259+75			1	
ITS12-18	DS 261+15		1		
ITS12-19	DS 264+25		1		

FILE NAME: G:\46600\QL0027 - US 2 N. Foothills Dr. to Houston Ave\CAD\RE ADVERTISEMENT P50L0027.dgn  
TIME: 9:37:53 AM  
DATE: 10/5/2007  
PLOTTED BY: Lloydm  
DESIGNED BY: M.E. LLOYD  
ENTERED BY: M.E. LLOYD  
CHECKED BY: C. WINKLEN, P.E.  
PROJ. ENGR. H.L. WHITE, P.E.  
REGIONAL ADM. J.C. LENZI, P.E.

REGION NO. 10  
STATE WASH  
JOB NUMBER 072016  
CONTRACT NO.

FED. AID PROJ. NO. CM-0002(264)  
LOCATION NO. QL0027



Washington State  
Department of Transportation

US 2  
N. FOOTHILLS DR. to HOUSTON AVE.  
ITS RE-ADVERTISEMENT  
ITS PLAN

PLOT 12  
ITS12  
SHEET 15  
OF 30  
SHEETS




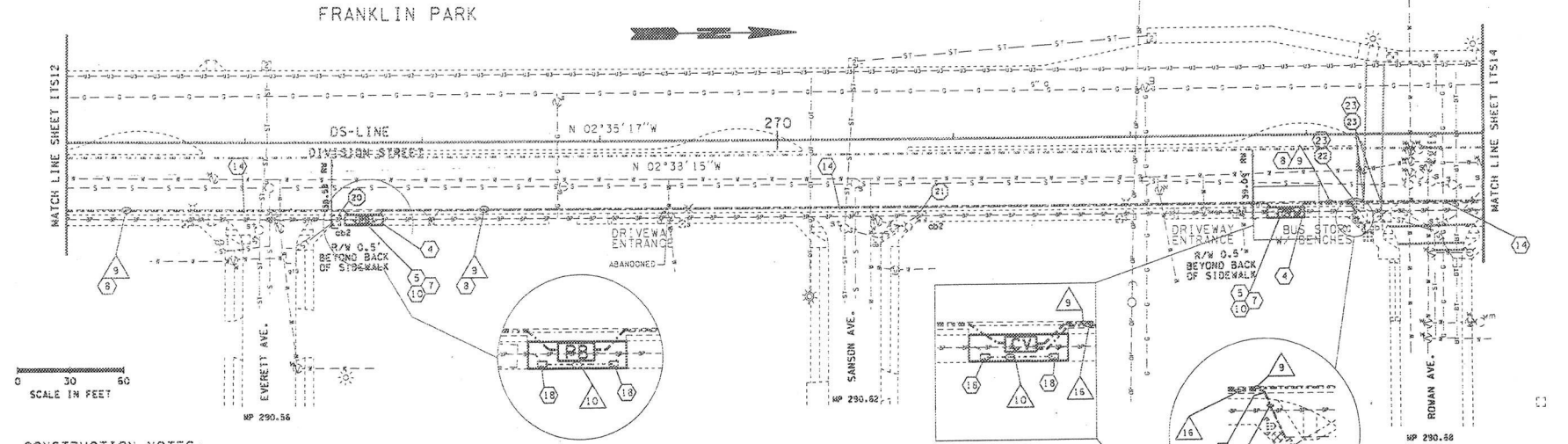
# GENERAL NOTES:

SEE SHEET ITS1 FOR LEGEND.  
SEE SHEET TRI, AND CVI FOR SIDEWALK DETAILS.  
SEE STD. PLAN J-150 & 15b FOR CABLE VAULT OR PULLBOX INSTALLATION. MANHOLE RING AND COVER TYPE/NO HANDLES - ALL INSTALLATIONS.

FOR INTERCONNECT - FINAL TERMINATIONS FROM SIGNAL JUNCTION BOX TO SIGNAL CABINET WILL BE DONE BY OTHERS.

## T.26N., R.43E., W.M. CITY OF SPOKANE

WIRING SCHEDULE					
 RUN#	CONDUIT / SIZE		ID#	CONDUCTOR	PURPOSE
	EXISTING	NEW			
9		4" w/ID	1-A	1-144 SM	COMMUNICATION
		4" w/MC	2-A	1-25 TWP	CITY OF SPOKANE INTERCONNECT
10		2" PVC SCH. 40	--	BY OTHERS	AVISTA- BURIED POWER
16		2" PVC	2-A	1-25 TWP	CITY OF SPOKANE INTERCONNECT
17	Exist. 2" PVC		2-A	1-25 TWP	COMMUNICATION
SEE CONDUIT & INNERDUCT ID DETAIL SHEET TRI			CONDUIT TYPE - PVC/HOPE		
SM - Single Mode Fiber ID - INNERDUCT			TWP - Twisted Pair (#22) Shielded MC - DETECTABLE MAXCELL		



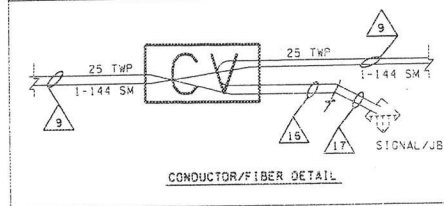
# CONSTRUCTION NOTES:

- 4 REMOVE AND REPLACE CURB (GUTTER) AND SIDEWALK.
- 5 INSTALL CABLE VAULT/PULL BOX. SEE PLAN SHEET CVI. RACK FIBER OPTIC CABLE PER STD. PLAN J-150, J-15b.
- 7 RACK 20' OF COPPER CABLE IN CABLE VAULT/PULLBOX ON OPPOSITE WALL FROM FIBER.
- 8 SEE TRENCH AND CONDUIT DETAIL, SHEET TRI.
- 10 ILLUMINATION SYSTEM -BURIED POWER-SEE DETAIL SHEET CVI, AND SPECIAL PROVISIONS.
- 14 OPEN CUT METHOD ALLOWED -SEE TRENCH DETAIL TRI.
- 16 INSTALL JUNCTION BOX TYPE 1. SEE STD. PLAN J-110, AND GROUND DETAILS, STD. PLAN J-90. INTERCEPT EXISTING CONDUIT W/SWEEPS COUPLINGS AS REQUIRED.
- 20 INTERCONNECT - INTERCEPT CONDUIT & SWEEP INTO EXISTING 2" PVC.
- 23 REPLACE DISTURBED PAVEMENT MARKINGS. CITY OF SPOKANE STD. PLANS. SEE APPENDIX A.

# QUANTITY TABULATION

GENERAL NOTES:  
1. STATIONS ARE APPROXIMATE. VERIFY LOCATIONS IN FIELD.  
2. SEE SPECIAL PROVISIONS, AND CITY OF SPOKANE STD. PLANS FOR PAVEMENT MARKINGS AND UTILITY ADJUSTMENTS.

SM. NO.	STATION	INLET PROTECTION	PAINTED CROSSWALK LINE	PAINTED STOP LINE
ITS13-20	DS 267+50	1		
ITS13-21	DS 270+75	1		
ITS13-22	DS 273+30		13	7
ITS13-23	DS 273+34			



FILE NAME: G:\46600\QLO027 - US 2 N.Foothills Dr. to Houston Ave\CADD\RE ADVERTISEMENT PSE00027.dgn  
TIME: 9:38:03 AM  
DATE: 10/5/2007  
PLOTTED BY: lloyd  
DESIGNED BY: M.E. LLOYD  
ENTERED BY: M.E. LLOYD  
CHECKED BY: C. WINKLER, P.E.  
PROJ. ENGR. H.L. WHITE, P.E.  
REGIONAL ADM. J.C. LENZI, P.E.

REVISION: 10 WASH  
JOB NUMBER: 072016  
CONTRACT NO.:  
LOCATION NO.: QLO027  
DATE: 10/5/07  
P.E. STAMP: 10/5/07

Washington State Department of Transportation  
P.E. STAMP: 10/5/07

US 2 N. FOOTHILLS DR. TO HOUSTON AVE. ITS RE-ADVERTISEMENT  
ITS PLAN  
PLOT13 ITS13  
SHEET 16 OF 30 SHEETS

# GENERAL NOTES:

SEE SHEET ITS1 FOR LEGEND.


SEE SHEET TRI, AND CVI FOR SIDEWALK DETAILS.

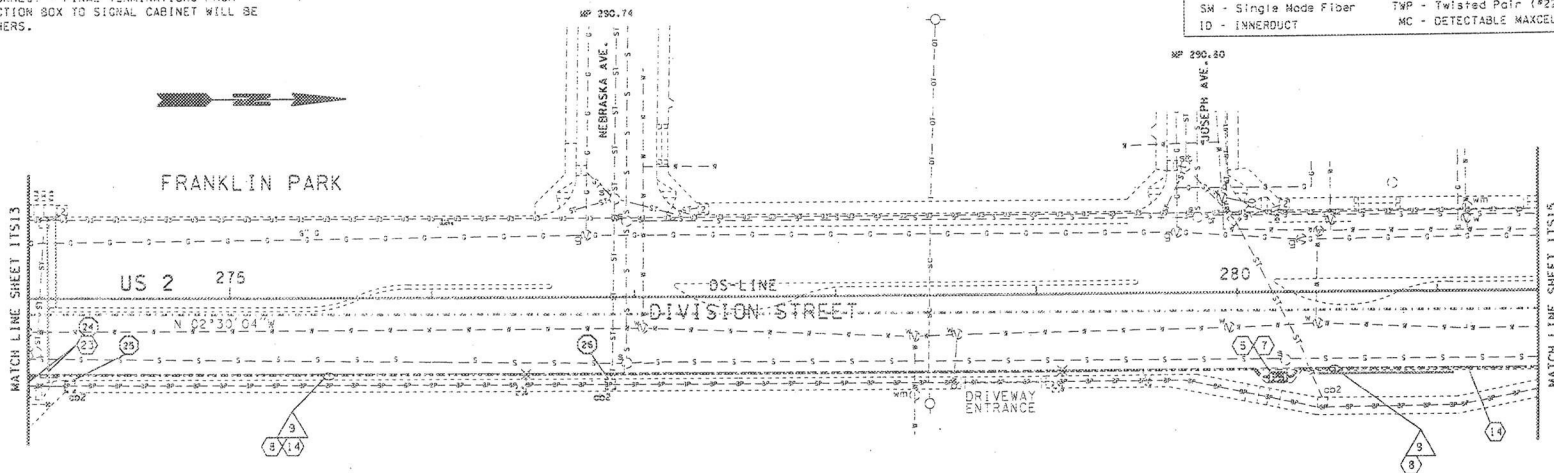
SEE STD. PLAN J-150 & 150 FOR CABLE VAULT OR PULLBOX INSTALLATION. MANHOLE RING AND COVER TYPE/NO HANDLES - ALL INSTALLATIONS.

FOR INTERCONNECT - FINAL TERMINATIONS FROM SIGNAL JUNCTION BOX TO SIGNAL CABINET WILL BE DONE BY OTHERS.

T.26N., R.43E., W.M.

CITY OF SPOKANE

WIRING SCHEDULE				
 RUN#	CONDUIT SIZE	ID#	CONDUCTOR	PURPOSE
9	4" w/ID	1-A	1-144 SM	COMMUNICATION
	4" w/MC	2-A	1-25 TWP	CITY OF SPOKANE INTERCONNECT
10	2" PVC SCH. 40	--	BY OTHERS	AVISTA- BURIED POWER
SEE CONDUIT & INNERDUCT ID DETAIL SHEET TRI				
CONDUIT TYPE - PVC/HOPE				
SM - Single Mode Fiber	TWP - Twisted Pair (#22) Shielded			
ID - INNERDUCT	MC - DETECTABLE MAXCELL			



0 30 60  
SCALE IN FEET

## QUANTITY TABULATION

GENERAL NOTES:				
1. STATIONS ARE APPROXIMATE, VERIFY LOCATIONS IN FIELD.				
2. SEE SPECIAL PROVISIONS, AND CITY OF SPOKANE STD. PLANS FOR PAYMENT MARKINGS AND UTILITY ADJUSTMENTS.				
SN. NO.	STATION	EACH	LF	SF
ITS14-24	DS 274+00			11
ITS14-25	DS 274+25	1		
ITS14-26	DS 276+90	1		

## CONSTRUCTION NOTES:

- 5 INSTALL CABLE VAULT/PULL BOX. SEE PLAN SHEET CVI.
- 6 RACK FIBER OPTIC CABLE PER STD. PLAN J-150, J-150.
- 7 RACK 20' OF COPPER CABLE IN CABLE VAULT/PULLBOX ON OPPOSITE WALL FROM FIBER.
- 8 SEE TRENCH AND CONDUIT DETAIL, SHEET TRI.
- 14 OPEN CUT METHOD ALLOWED - SEE TRENCH DETAIL TRI.
- 23 REPLACE DISTURBED PAVEMENT MARKINGS, CITY OF SPOKANE STD. PLANS. SEE APPENDIX A.

FILE NAME G:\46600\QLO027 - US 2 N. Foothills Dr. to Houston Ave\CADD\RE ADVERTISEMENT PSE\QLO027.dgn  
 TIME 9:38:12 AM  
 DATE 10/5/2007  
 PLOTTED BY lloyd  
 DESIGNED BY M.E. LLOYD  
 ENTERED BY M.E. LLOYD  
 CHECKED BY C. WINKLER, P.E.  
 PROJ. ENGR. H.L. WHITE, P.E.  
 REGIONAL ADM. J.C. LENZI, P.E.

REVISION

DATE

BY

SECTION STATE  
 10 WASH  
 JOB NUMBER  
 072016  
 CONTRACT NO.  
 LOCATION NO.  
 QLO027



P.E. STAMP BOX

P.E. STAMP BOX

Washington State  
 Department of Transportation

US 2  
 N. FOOTHILLS DR. TO HOUSTON AVE.  
 ITS RE-ADVERTISEMENT

ITS PLAN

PLOT14  
 ITS14  
 SHEET  
 17  
 30  
 SHEETS

# GENERAL NOTES:

SEE SHEET ITS1 FOR LEGEND.

SEE SHEET TRI1 AND CVI1 FOR SIDEWALK DETAILS.

SEE STD. PLAN J-15C & 15D FOR CABLE VAULT OR PULLBOX INSTALLATION. MANHOLE RING AND COVER TYPE/HO HANDLES - ALL INSTALLATIONS.

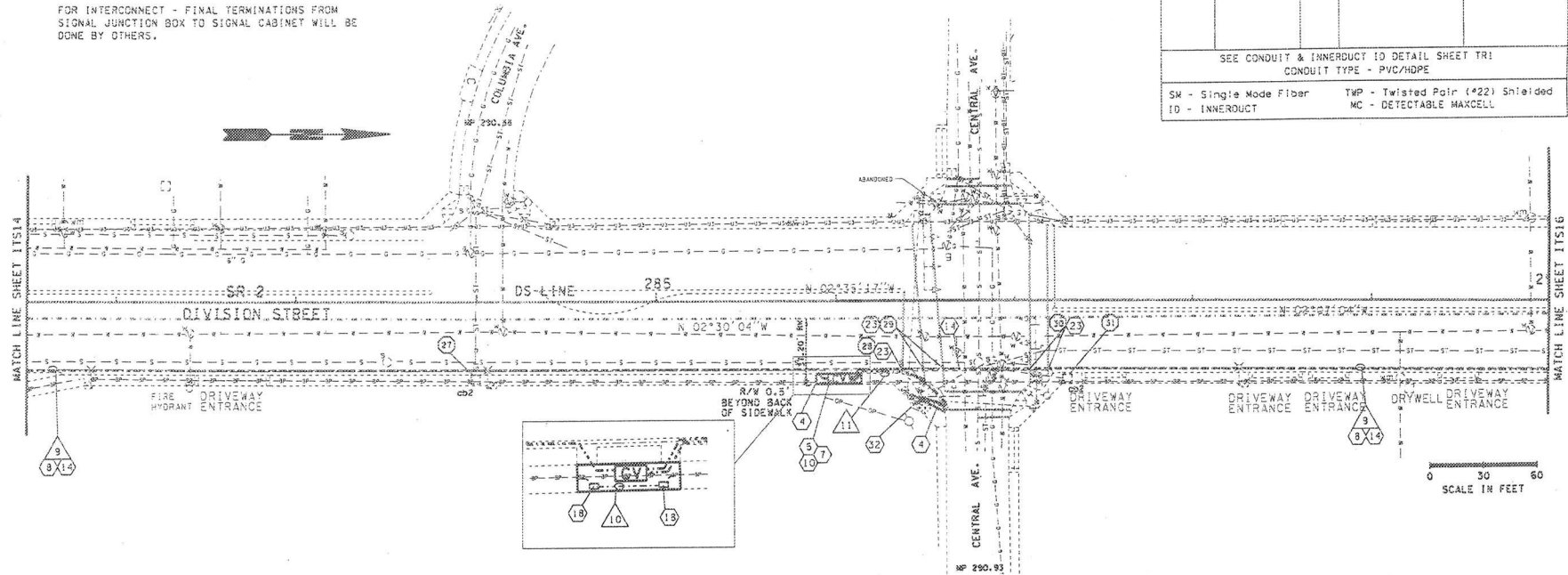
FOR INTERCONNECT - FINAL TERMINATIONS FROM SIGNAL JUNCTION BOX TO SIGNAL CABINET WILL BE DONE BY OTHERS.

## T.26N., R.43E., W.M. CITY OF SPOKANE

WIRING SCHEDULE				
△ R/W	CONDUIT SIZE	ID	CONDUCTOR	PURPOSE
9	4" w/10	1-A	1-144 SM	COMMUNICATION
	4" w/MC	2-A	1-25 TWP	CITY OF SPOKANE INTERCONNECT
10	2" PVC SCH. 40	--	8Y OTHERS	AVISTA - BURIED POWER
11	2" PVC	3-A	2-25 TWP	CITY OF SPOKANE INTERCONNECT

SEE CONDUIT & INNERDUCT ID DETAIL SHEET TRI1  
CONDUIT TYPE - PVC/HOPE

SM - Single Mode Fiber      TWP - Twisted Pair (#22) Shielded  
ID - INNERDUCT              MC - DETECTABLE MAXCELL



### CONSTRUCTION NOTES:

- 4 REMOVE AND REPLACE CURB (GUTTER) AND SIDEWALK.
- 5 INSTALL CABLE VAULT/PULL BOX. SEE PLAN SHEET CVI1. RACK FIBER OPTIC CABLE PER STD. PLAN J-15C, J-15D.
- 7 RACK 20' OF COPPER CABLE IN CABLE VAULT/PULLBOX ON OPPOSITE WALL FROM FIBER.
- 8 SEE TRENCH AND CONDUIT DETAIL, SHEET TRI1.
- 10 ILLUMINATION SYSTEM - BURIED POWER-SEE DETAIL SHEET CVI1 AND SPECIAL PROVISIONS.

### CONSTRUCTION NOTES: (CONT'D)

- 14 OPEN CUT METHOD ALLOWED - SEE TRENCH DETAIL TRI1.
- 18 INSTALL JUNCTION BOX TYPE 1. SEE STD. PLAN J-11G, AND GROUND DETAILS, STD. PLAN J-9G. INTERCEPT EXISTING CONDUIT W/SWEEPS COUPLINGS AS REQUIRED.
- 23 REPLACE DISTURBED PAVEMENT MARKINGS, CITY OF SPOKANE STD. PLANS. SEE APPENDIX A.
- 32 INSTALL CONDUIT INTO EXISTING JUNCTION BOX.

### QUANTITY TABULATION

NOTE: STATIONING IS TO THE NEAR END MEASURED TO THE CENTERLINE OF THE ROAD	GENERAL NOTES:								
	1. STATIONS ARE APPROXIMATE, VERIFY LOCATIONS IN FIELD.								
	2. SEE SPECIAL PROVISIONS, AND CITY OF SPOKANE STD. PLANS FOR PAVEMENT MARKINGS AND UTILITY ADJUSTMENTS.								
SH. NO.	STATION			EACH	LF	5F	LF		
ITS15-27	DS 284+00			1				7	
ITS15-28	DS 286+30								
ITS15-29	DS 286+30						13		
ITS15-30	DS 287+10						13		
ITS15-31	DS 287+30			1					

FILE NAME G:\46600\QLO027 - US 2 N.Foothills Dr.to Houston Ave\CADD\RE ADVERTISEMENT PQLO027.dgn

TIME 9:38:22 AM

DATE 10/5/2007

PLOTTED BY Lloydm

DESIGNED BY M.B. LLOYD

ENTERED BY M.B. LLOYD

CHECKED BY C. WINKLER, P.E.

PROJ. ENGR. H.L. WHITE, P.E.

REGIONAL ADM. J.C. LENZI, P.E.

REGION NO.

STATE

10 WASH

JOB NUMBER

072016

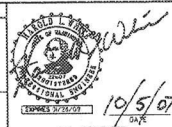
CONTRACT NO.

FED.AID PROJ.NO.

CM-0002(264)

LOCATION NO.

QLO027



Washington State  
Department of Transportation

US 2  
N. FOOTHILLS DR. to HOUSTON AVE.  
ITS RE-ADVERTISEMENT

ITS PLAN

PLOT15

ITS15

SHEET

18

30

SHEETS

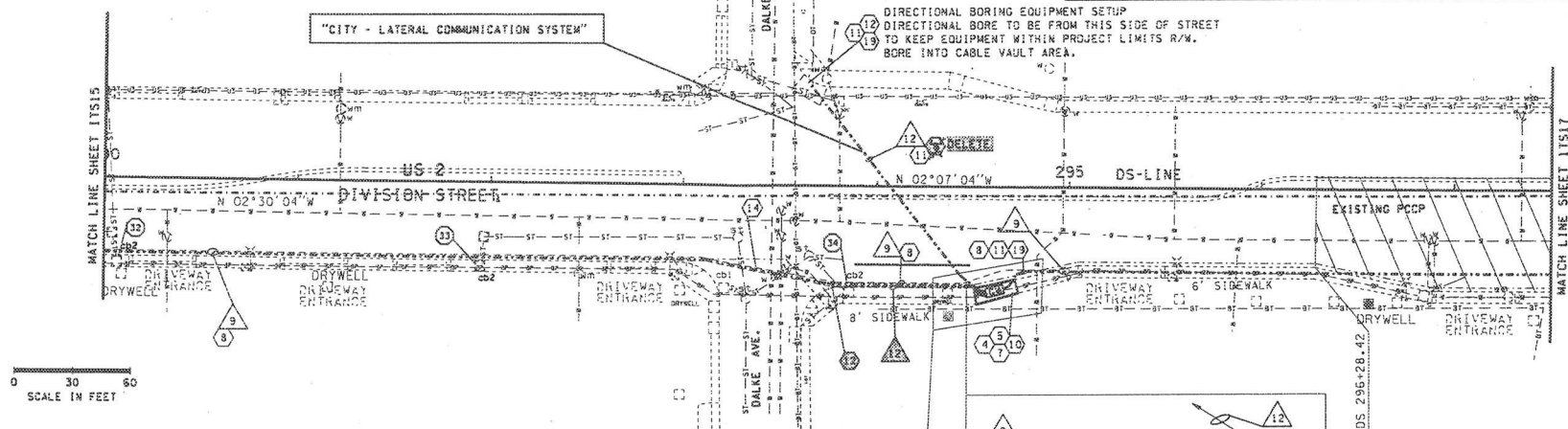
# GENERAL NOTES:

SEE SHEET ITS1 FOR LEGEND.  
SEE SHEET TRI, AND CVI FOR SIDEWALK DETAILS.  
SEE STD. PLAN J-150 & 15b FOR CABLE VAULT OR PULLBOX INSTALLATION, MANHOLE RING AND COVER TYPE/NO HANDLES - ALL INSTALLATIONS.  
FOR INTERCONNECT - FINAL TERMINATIONS FROM SIGNAL JUNCTION BOX TO SIGNAL CABINET WILL BE DONE BY OTHERS.

## T.26N., R.43E., W.M. CITY OF SPOKANE

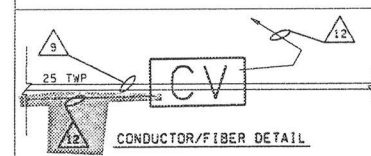
WIRING SCHEDULE				
RUN#	CONDUIT / SIZE		ID#	PURPOSE
	EXISTING	NEW		
9		4" w/ID	1-A	1-144 SM COMMUNICATION
10		4" w/MC	2-A	1-25 TWP CITY OF SPOKANE INTERCONNECT
12		2" PVC SCH. 40	--	BY OTHERS AVISTA-BURIED POWER
		4" PVC	--	EMPTY FUTURE
		4" w/MC	--	EMPTY CITY - LATERAL COMMUNICATION SYSTEM

SEE CONDUIT & INNERDUCT TO DETAIL SHEET TRI CONDUIT TYPE - PVC/HOPE  
SM - Single Mode Fiber TWP - Twisted Pair (#22) Shielded  
ID - INNERDUCT MC - DETECTABLE MAXCELL



# CONSTRUCTION NOTES:

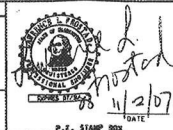
- 4 REMOVE AND REPLACE CURB (GUTTER) AND SIDEWALK.
- 5 INSTALL CABLE VAULT/PULL BOX. SEE PLAN SHEET CVI. RACK FIBER OPTIC CABLE PER STD. PLAN J-150, J-15b.
- 7 RACK 20' OF COPPER CABLE IN CABLE VAULT/PULLBOX ON OPPOSITE WALL FROM FIBER.
- 8 SEE TRENCH AND CONDUIT DETAIL, SHEET TRI.
- 10 ILLUMINATION SYSTEM -BURIED POWER-SEE DETAIL SHEET CVI, AND SPECIAL PROVISIONS.
- 11 DIRECTIONAL BORING, JACKING, OR DRILLING METHOD.
- 12 STUB CONDUIT AND CAP END. INSTALL 1/2" X 24" REBAR LOCATED VERTICALLY 6" BELOW GRADE TO MARK END OF CONDUIT.
- 14 OPEN CUT METHOD ALLOWED - SEE TRENCH DETAIL TRI.
- 18 INSTALL JUNCTION BOX TYPE 1. SEE STD. PLAN J-11A, AND GROUND DETAILS, STD. PLAN J-9A. INTERCEPT EXISTING CONDUIT W/SWEEPS COUPLINGS AS REQUIRED.
- 19 HORIZONTAL BORING PIT AREA SETUP LOCATION. PAVEMENT REMOVAL FOR OPEN TRENCHING UTILITIES LOCATION ALLOWED.



# QUANTITY TABULATION

GENERAL NOTES:		INLET PROTECTION	
1. SEE SPECIAL PROVISIONS, AND CITY OF SPOKANE STD. PLANS.		PAINTED WIDE LINE	
2. STATIONS ARE APPROXIMATE. VERIFY LOCATIONS IN FIELD.			
SM. NO.	STATION	EACH	LF
17516-32	DS 290+10	1	
17516-33	DS 291+95	1	
17516-34	DS 293+85		60

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DATE	11/2/2007
DESIGNED BY	M.E. LLOYD
ENTERED BY	M.E. LLOYD
CHECKED BY	B. SPANGLE
PROJ. ENGR.	H.L. WHITE, P.E.
REGIONAL ADM.	J.C. LENZI, P.E.
ADDENDUM #	1
DATE	10/31/07
ADDED CONDUIT WITH WIRE NOTE 12 & CN 12	
ADDED CONSTRUCTION NOTE 18 DESCRIPTION	
DELETED CONSTRUCTION NOTE 8 FLAG FROM X-ING	
JOB NUMBER	07-016
CONTRACT NO.	
LOCATION NO.	QL0027



US 2  
N. FOOTHILLS DR. to HOUSTON AVE.  
ITS RE-ADVERTISEMENT  
ITS PLAN

PLOT#  
ITS16  
SHEET  
19  
30  
SHEETS

# GENERAL NOTES:

SEE SHEET ITS1 FOR LEGEND.

SEE SHEET TR1, AND CV1 FOR SIDEWALK DETAILS.

SEE STD. PLAN J-150 & 15b FOR CABLE VAULT OR PULLBOX INSTALLATION. MANHOLE RING AND COVER TYPE/NO HANDLES - ALL INSTALLATIONS.

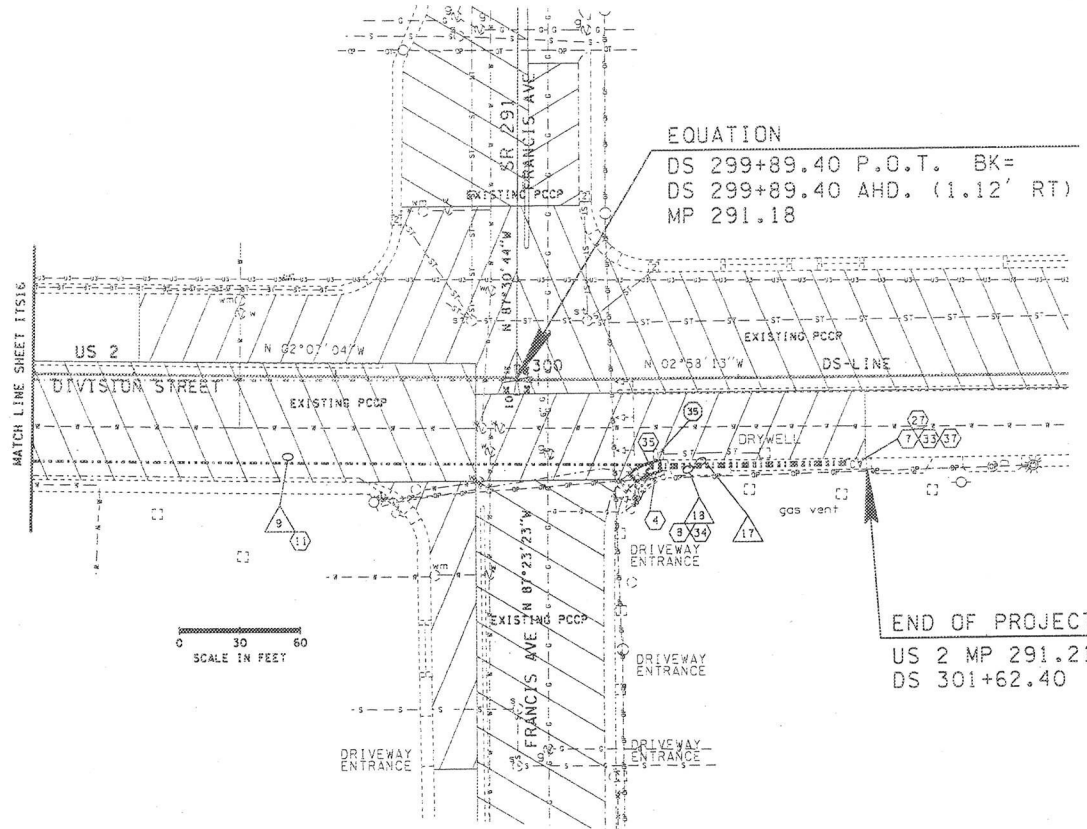
FOR INTERCONNECT - FINAL TERMINATIONS FROM SIGNAL JUNCTION BOX TO SIGNAL CABINET WILL BE DONE BY OTHERS.

T.26N., R.43E., W.M.  
CITY OF SPOKANE

WIRING SCHEDULE					
RUN#	CONDUIT / SIZE		ID#	CONDUCTOR	PURPOSE
	EXISTING	NEW			
9		4" w/ID	1-A	1-144 SM	COMMUNICATION
		4" w/MC	2-A	1-25 TWP	CITY OF SPOKANE INTERCONNECT
17	4" w/ID		--	1-144 SM	FUTURE-CITY
	4"		--	EXISTING 1-#14 THHN	CITY OF SPOKANE
			2-A	1-25 TWP	CITY OF SPOKANE INTERCONNECT
18	5"		2	EXISTING 1-25 TWP	CITY OF SPOKANE INTERCONNECT
			2-A	1-25 TWP	CITY OF SPOKANE INTERCONNECT

SEE CONDUIT & INNERDUCT ID DETAIL SHEET TR1  
CONDUIT TYPE - PVC/HOPE

SM - Single Mode Fiber      TWP - Twisted Pair (#22) Shielded  
ID - INNERDUCT              MC - DETECTABLE MAXCELL



## QUANTITY TABULATION

### GENERAL NOTES:

- SEE SPECIAL PROVISIONS, AND CITY OF SPOKANE STD. PLANS.
- STATIONS ARE APPROXIMATE. VERIFY LOCATIONS IN FIELD.

SM. NO.	STATION	EACH
17517-35	DS 290+10	1

## CONSTRUCTION NOTES:

- REMOVE AND REPLACE CURB (GUTTER) AND SIDEWALK.
- RACK 20' OF COPPER CABLE IN CABLE VAULT/PULLBOX ON OPPOSITE WALL FROM FIBER.
- DIRECTIONAL BORING, JACKING, OR DRILLING METHOD.
- INSTALL FIBER CABLE IN SHARED CONDUIT. DO NOT DISTURB EXISTING FIBER OR CONDUCTOR.
- RACK FIBER OPTIC CABLE PER STD. PLAN J-150, J-15b.
- END CONTINUOUS INTERCONNECT CONDUCTOR INTO EXISTING JUNCTION BOX - WRAP (SEE SPECIALS) IN JB FOR CITY SIGNAL CABINET CONNECTION.
- INTERCEPT EXISTING CONDUIT FOR CONTINUOUS RUN INTO EXISTING CABLE VAULT. EXISTING 1/2" X 24" REBAR DRIVEN VERTICALLY 6" BELOW GRADE MARKS END OF CONDUIT.
- SPLICE FIBER PER THE "FIBER SPLICING DETAILS" SHEET.

FILE NAME	G:\46600\QL0027 - US 2 N. Foothills Dr. to Houston Ave\CAD\RE ADVERTISEMENT PSEQL0027.dgn
TIME	9:38:39 AM
DATE	10/5/2007
PLOTTED BY	lloyd
DESIGNED BY	M.E. LLOYD
ENTERED BY	M.E. LLOYD
CHECKED BY	C. WINKLER, P.E.
PROJ. ENGR.	H.L. WHITE, P.E.
REGIONAL ADM.	J.C. LENZI, P.E.

REGION	STATE	FED. AID PROJ. NO.
10	WA	CM-0002(264)
JOB NUMBER	072008	LOCATION NO.
CONTRACT NO.		QL0027



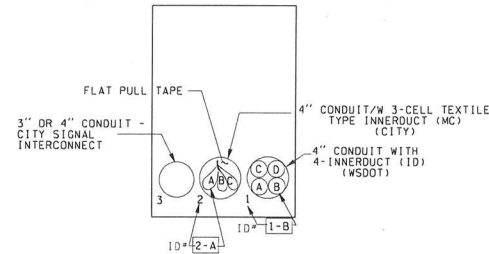
US 2  
N. FOOTHILLS DR. TO HOUSTON AVE.  
ITS RE-ADVERTISEMENT  
ITS PLAN

PLOT17
ITS17
SHEET 26
30 SHEETS

## CONSTRUCTION NOTES:

- 1 COIL 100' OF FIBER OPTIC CABLE AND SECURE IN VAULT PER CABLE RACKING PLAN DETAILS SHEET TLD3. TERMINATIONS TO BE MADE BY OTHERS.
- 2 INSTALL PULL BOX - RACK FIBER OPTIC CABLE PER "PULL BOX RACKING PLAN" DETAIL, SEE SHEET TLD3.
- 3 INSTALL CABLE VAULT. RACK FIBER OPTIC CABLE PER "CABLE VAULT RACKING PLAN" DETAIL, SEE SHEET TLD3.
- 4 INSTALL MANHOLE RING AND RISER WITH TRAFFIC BEARING LID. SEE TRAFFIC BEARING LID DETAIL SHEET TLD2.
- 5 SEE SECTION A-A TRENCH AND CONDUIT PLACEMENT DETAIL SHEET ITS1.
- 6 REMOVE EXISTING TYPE 1 JUNCTION BOX AND INSTALL TYPE 2 JUNCTION BOX.
- 7 COIL 20' OF COPPER CABLE IN SIGNAL CABINET. FINAL TERMINATIONS IN SIGNAL CABINET WILL BE DONE BY OTHERS.
- 8 COPPER CABLE SHALL HAVE ENOUGH SLACK TO COIL ONE FULL LOOP SECURELY TO SIDE OF BOX. SEE PULL BOX RACKING PLAN SHEET TLD3.
- 9 RACK 20' OF COPPER CABLE IN CABLE VAULT ON OPPOSITE WALL FROM FIBER. SEE CABLE VAULT RACKING PLAN SHEET TLD3.
- 10 REMOVE EXISTING CONDUCTORS.
- 11 ABANDON EXISTING DIRECT BURIED CABLE.
- 12 DIRECTIONAL BORING. CONCRETE PAVEMENT UNDER ROADWAY.
- 13 STUB CONDUIT AND CAP END. INSTALL 1/4" X 24" REBAR DRIVEN VERTICALLY 6" BELOW GRADE TO MARK END OF CONDUIT.

## CONDUIT AND INNERDUCT ID DETAIL

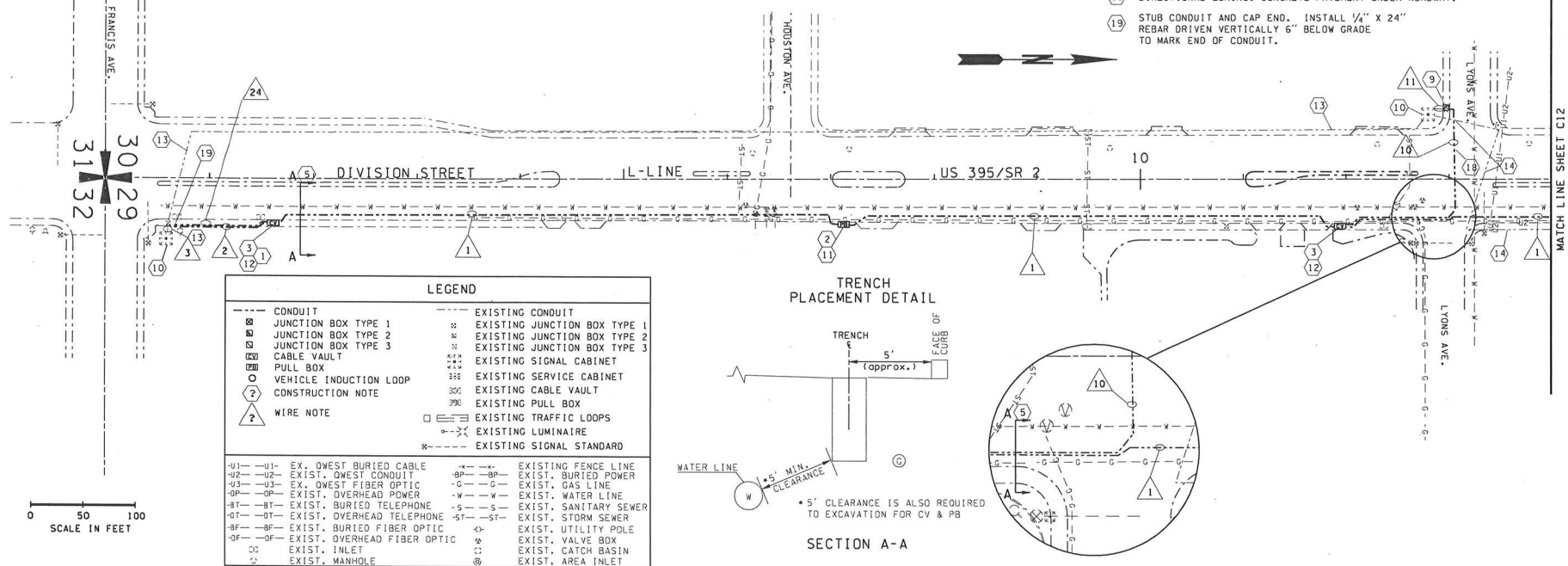


WIRING SCHEDULE				
△ RUN#	CONDUIT SIZE	* ID#	CONDUCTOR	PURPOSE
1	4" W/ID	1-A	1-144 SM	COMMUNICATION
2	4" W/MC	2-A	1-25 TWP	INTERCONNECT
3	3"		1-25 TWP	INTERCONNECT
10	3"	3	2-25 TWP	INTERCONNECT
11	EXIST.		2-25 TWP	INTERCONNECT
24	4" W/ID	1	EMPTY	FUTURE USE
	4"	2	1-#14 THHN	FUTURE USE

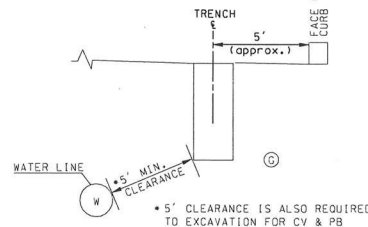
\* SEE CONDUIT & INNERDUCT ID DETAIL THIS SHEET

SM - Single Mode Fiber

TWP - Twisted Pair (#22) Shielded

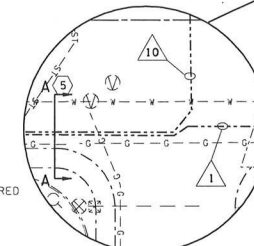


## TRENCH PLACEMENT DETAIL



\* 5" CLEARANCE IS ALSO REQUIRED TO EXCAVATION FOR CV & PB

## SECTION A-A



FILE NAME G:\46600\Local Agency Agreements\Regional\ITS\GCA 4276\New Exhibit C\US2 Francis to Hawthorne.dgn

TIME 02:35:25 PM

DATE 06/28/2005

DESIGNED BY

ENTERED BY

CHECKED BY

PROJ. ENGR.

REGIONAL ADM.

FED.AID PROJ.NO.

REGION NO.

STATE

TO WASH

JOB NUMBER

CONTRACT NO.

LOCATION NO.

P.E. STAMP BOX

P.E. STAMP BOX

Washington State  
Department of Transportation

PLOT11

SHEET  
OF  
SHEETS

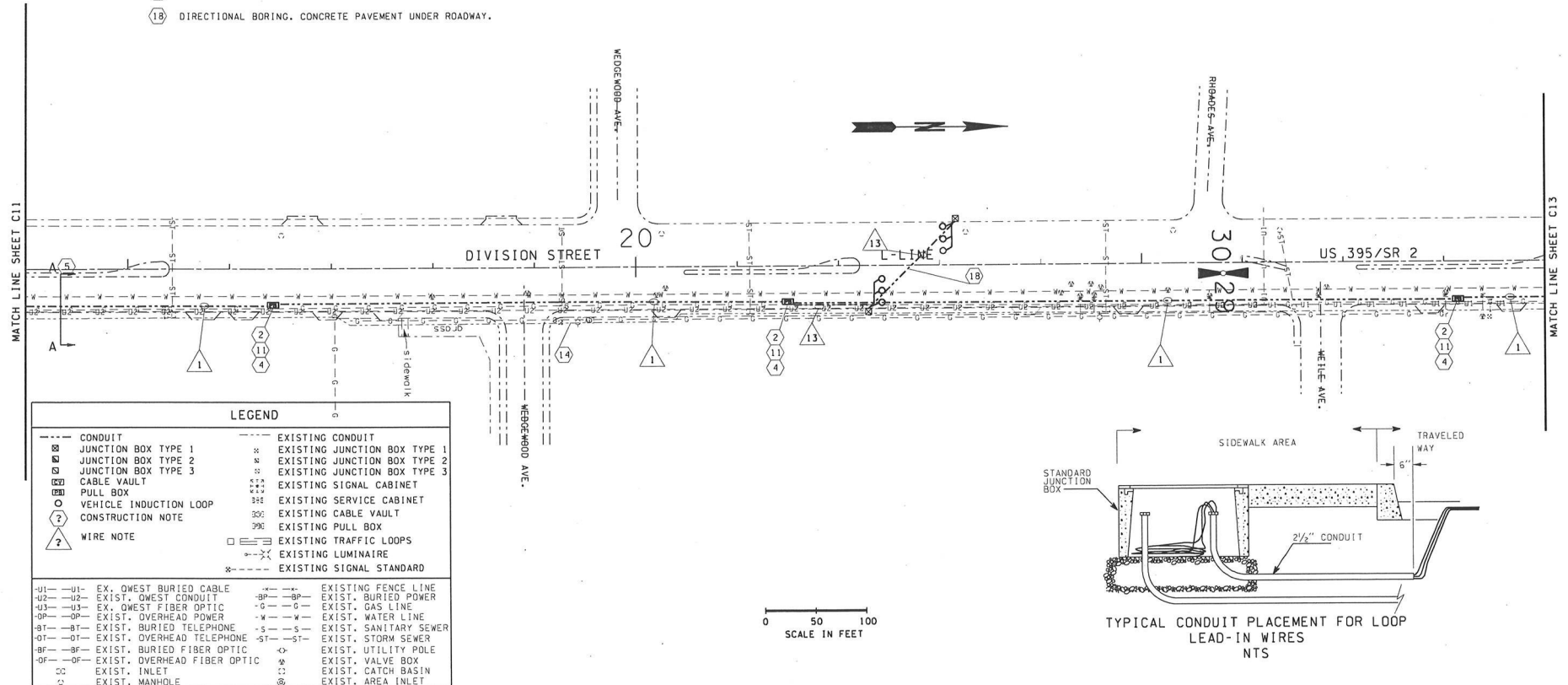


# CONSTRUCTION NOTES:

- (2) INSTALL PULL BOX - RACK FIBER OPTIC CABLE PER "PULL BOX RACKING PLAN" DETAIL, SEE SHEET TLD3.
- (4) INSTALL MANHOLE RING AND RISER WITH TRAFFIC BEARING LID. SEE TRAFFIC BEARING LID DETAIL SHEET TLD2.
- (5) SEE SECTION A-A TRENCH AND CONDUIT PLACEMENT DETAIL SHEET C11.
- (11) COPPER CABLE SHALL HAVE ENOUGH SLACK TO COIL ONE FULL LOOP SECURELY TO SIDE OF BOX. SEE PULL BOX RACKING PLAN SHEET TLD3.
- (14) ABANDON EXISTING DIRECT BURIED CABLE.
- (18) DIRECTIONAL BORING, CONCRETE PAVEMENT UNDER ROADWAY.

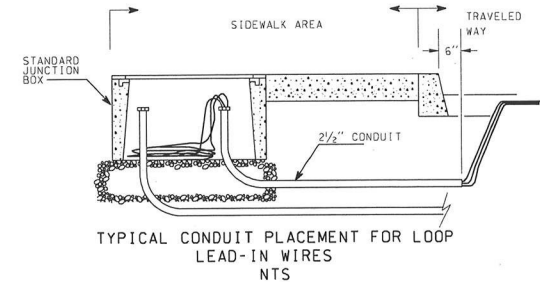
WIRING SCHEDULE				
△ RUN#	CONDUIT SIZE	ID#	CONDUCTOR	PURPOSE
1	4" W/D	1-A	1-144 SM	COMMUNICATION
	4" W/MC	2-A	1-25 TWP	INTERCONNECT
13	2"		1-#14 THHN	FUTURE USE

- SEE CONDUIT & INNERDUCT ID DETAIL SHEET ITS1
- SM - Single Mode Fiber
- TWP - Twisted Pair (#22) Shielded



## LEGEND

--- CONDUIT	--- EXISTING CONDUIT
⊠ JUNCTION BOX TYPE 1	⊠ EXISTING JUNCTION BOX TYPE 1
⊡ JUNCTION BOX TYPE 2	⊡ EXISTING JUNCTION BOX TYPE 2
⊢ JUNCTION BOX TYPE 3	⊢ EXISTING JUNCTION BOX TYPE 3
⊣ CABLE VAULT	⊣ EXISTING SIGNAL CABINET
⊤ PULL BOX	⊤ EXISTING SERVICE CABINET
⊥ VEHICLE INDUCTION LOOP	⊥ EXISTING CABLE VAULT
⊦ CONSTRUCTION NOTE	⊦ EXISTING PULL BOX
⊧ WIRE NOTE	⊧ EXISTING TRAFFIC LOOPS
	⊧ EXISTING LUMINAIRE
	⊧ EXISTING SIGNAL STANDARD
--- EXISTING FENCE LINE	--- EXISTING FENCE LINE
--- EXIST. QWEST BURIED CABLE	--- EXIST. BURIED POWER
--- EXIST. QWEST CONDUIT	--- EXIST. GAS LINE
--- EX. QWEST FIBER OPTIC	--- EXIST. WATER LINE
--- EXIST. OVERHEAD POWER	--- EXIST. SANITARY SEWER
--- EXIST. BURIED TELEPHONE	--- EXIST. STORM SEWER
--- EXIST. OVERHEAD TELEPHONE	--- EXIST. UTILITY POLE
--- EXIST. BURIED FIBER OPTIC	--- EXIST. VALVE BOX
--- EXIST. OVERHEAD FIBER OPTIC	--- EXIST. CATCH BASIN
--- EXIST. INLET	--- EXIST. AREA INLET
--- EXIST. MANHOLE	



FILE NAME G:\46600\Local Agency Agreements\Regional\ITS\GCA 4276\New Exhibit C\US2 Francis to Hawthorne.dgn

TIME 02:35:56 PM  
DATE 06/28/2005

DESIGNED BY  
ENTERED BY  
CHECKED BY  
PROJ. ENGR.  
REGIONAL ADM.

REVISION

DATE BY

REGION STATE  
NO. 10 WASH  
JOB NUMBER  
CONTRACT NO.  
LOCATION NO.

FED.AID PROJ.NO.

P.E. STAMP BOX

P.E. STAMP BOX

Washington State  
Department of Transportation

PLOT12

SHEET  
OF  
SHEETS

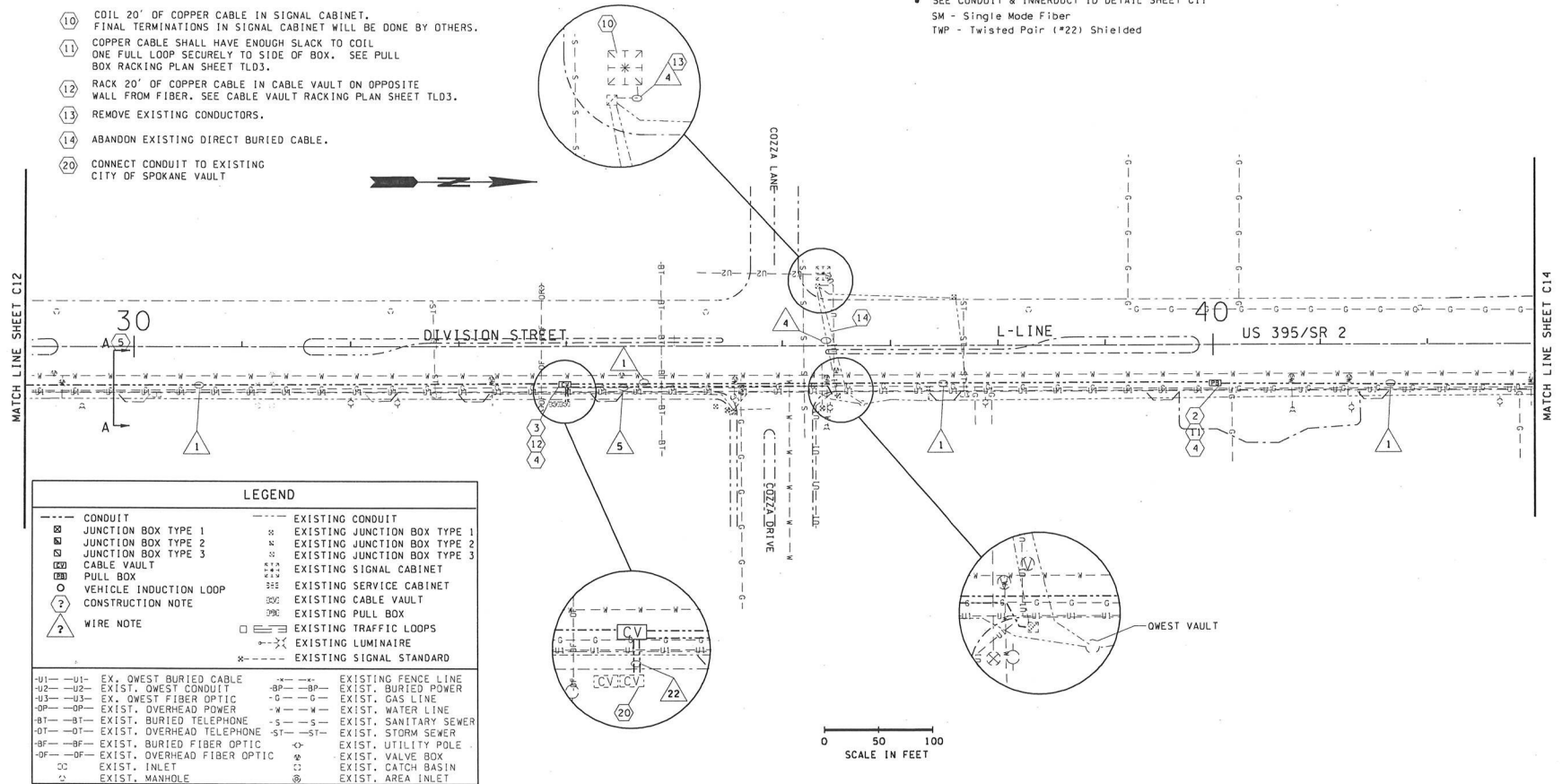


# CONSTRUCTION NOTES:

- 2 INSTALL PULL BOX - RACK FIBER OPTIC CABLE PER "PULL BOX RACKING PLAN" DETAIL, SEE SHEET TLD3.
- 3 INSTALL CABLE VAULT, RACK FIBER OPTIC CABLE PER "CABLE VAULT RACKING PLAN" DETAIL, SEE SHEET TLD3.
- 4 INSTALL MANHOLE RING AND RISER WITH TRAFFIC BEARING LID, SEE TRAFFIC BEARING LID DETAIL SHEET TLD2.
- 5 SEE SECTION A-A TRENCH AND CONDUIT PLACEMENT DETAIL SHEET C11.
- 10 COIL 20' OF COPPER CABLE IN SIGNAL CABINET. FINAL TERMINATIONS IN SIGNAL CABINET WILL BE DONE BY OTHERS.
- 11 COPPER CABLE SHALL HAVE ENOUGH SLACK TO COIL ONE FULL LOOP SECURELY TO SIDE OF BOX. SEE PULL BOX RACKING PLAN SHEET TLD3.
- 12 RACK 20' OF COPPER CABLE IN CABLE VAULT ON OPPOSITE WALL FROM FIBER. SEE CABLE VAULT RACKING PLAN SHEET TLD3.
- 13 REMOVE EXISTING CONDUCTORS.
- 14 ABANDON EXISTING DIRECT BURIED CABLE.
- 20 CONNECT CONDUIT TO EXISTING CITY OF SPOKANE VAULT

WIRING SCHEDULE				
△ RUN#	CONDUIT SIZE	* ID#	CONDUCTOR	PURPOSE
1	4" W/ID	1-A	1-144 SM	COMMUNICATION
	4" W/MC	2-A	1-25 TWP	INTERCONNECT
4	EXIST. 3"		1-6 TWP	INTERCONNECT
5	3"	3	1-6 TWP	INTERCONNECT
22	2-4"	1&2	1-14 THHN	FUTURE USE

- SEE CONDUIT & INNERDUCT ID DETAIL SHEET C11
- SM - Single Mode Fiber
- TWP - Twisted Pair (#22) Shielded



LEGEND			
---	CONDUIT	---	EXISTING CONDUIT
1	JUNCTION BOX TYPE 1	1	EXISTING JUNCTION BOX TYPE 1
2	JUNCTION BOX TYPE 2	2	EXISTING JUNCTION BOX TYPE 2
3	JUNCTION BOX TYPE 3	3	EXISTING JUNCTION BOX TYPE 3
4	CABLE VAULT	4	EXISTING SIGNAL CABINET
5	PULL BOX	5	EXISTING SERVICE CABINET
10	VEHICLE INDUCTION LOOP	10	EXISTING CABLE VAULT
2	CONSTRUCTION NOTE	20	EXISTING PULL BOX
△	WIRE NOTE	22	EXISTING TRAFFIC LOOPS
		22	EXISTING LUMINAIRE
		22	EXISTING SIGNAL STANDARD
U1-U1	EX. OWEST BURIED CABLE	BP-BP	EXISTING FENCE LINE
U2-U2	EXIST. OWEST CONDUIT	BP-BP	EXIST. BURIED POWER
U3-U3	EX. OWEST FIBER OPTIC	BP-BP	EXIST. GAS LINE
OP-OP	EXIST. OVERHEAD POWER	W-W	EXIST. WATER LINE
BT-BT	EXIST. BURIED TELEPHONE	S-S	EXIST. SANITARY SEWER
OT-OT	EXIST. OVERHEAD TELEPHONE	ST-ST	EXIST. STORM SEWER
BF-BF	EXIST. BURIED FIBER OPTIC	U-P	EXIST. UTILITY POLE
OF-OF	EXIST. OVERHEAD FIBER OPTIC	V-B	EXIST. VALVE BOX
II	EXIST. INLET	C-B	EXIST. CATCH BASIN
M	EXIST. MANHOLE	A-I	EXIST. AREA INLET

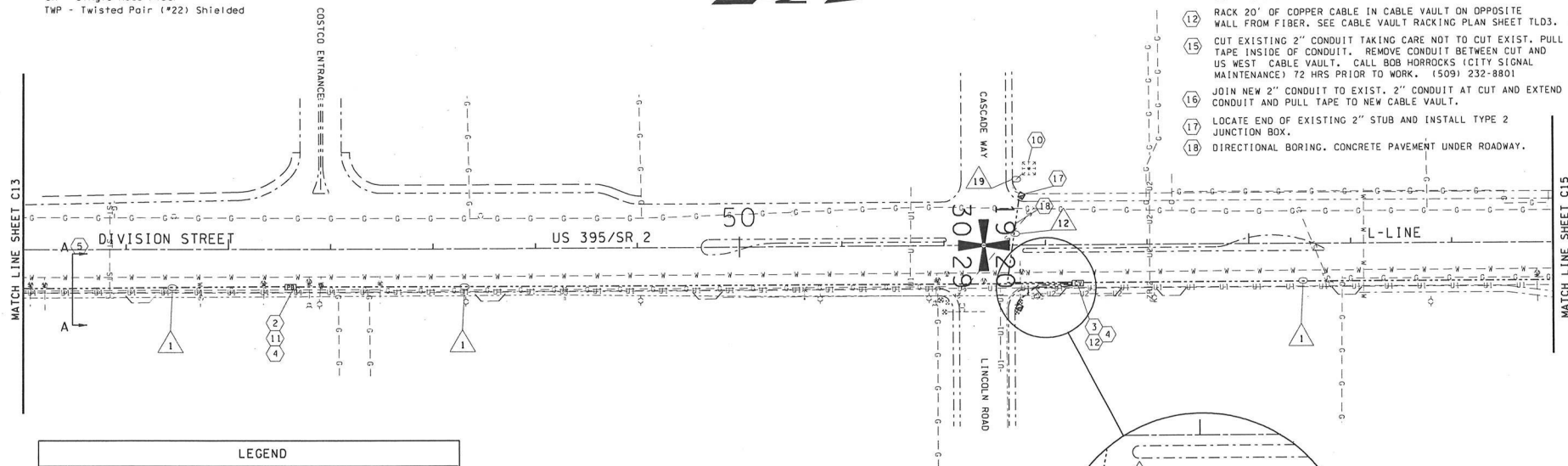
FILE NAME	G:\46600\LocalAgency Agreements\RegionalITS\GCA 4276\New Exhibit \US2 Francis to Hawthorne.dgn			REGION NO.	10	STATE	WASH	FED.AID PROJ.NO.		PLOT13
TIME	02:36:17 PM			JOB NUMBER						
DATE	06/28/2005			CONTRACT NO.		LOCATION NO.				
DESIGNED BY		REVISION		DATE		BY				
ENTERED BY										
CHECKED BY										
PROJ. ENGR.										
REGIONAL ADM.										

Washington State  
Department of Transportation

SHEET  
OF  
SHEETS

WIRING SCHEDULE				
△ RUN#	CONDUIT SIZE	ID#	CONDUCTOR	PURPOSE
1	4" W/ID	1-A	1-144 SM	COMMUNICATION
	4" W/MC	2-A	1-25 TWP	INTERCONNECT
12	3"		2-25 TWP, 1-6 TWP	INTERCONNECT
14	EXIST. 2"		EXIST. PULL TAPE	INTERCONNECT
17	2"		FLAT PULL TAPE	INTERCONNECT
18	4"		1-14 THHN	FUTURE USE
19	EXIST.		2-25 TWP, 1-6 TWP	

\* SEE CONDUIT & INNERDUCT ID DETAIL SHEET C11  
 SM - Single Mode Fiber  
 TWP - Twisted Pair (122) Shielded



LEGEND			
---	CONDUIT	---	EXISTING CONDUIT
⊠	JUNCTION BOX TYPE 1	⊠	EXISTING JUNCTION BOX TYPE 1
⊡	JUNCTION BOX TYPE 2	⊡	EXISTING JUNCTION BOX TYPE 2
⊢	JUNCTION BOX TYPE 3	⊢	EXISTING JUNCTION BOX TYPE 3
⊣	CABLE VAULT	⊣	EXISTING SIGNAL CABINET
⊤	PULL BOX	⊤	EXISTING SERVICE CABINET
⊥	VEHICLE INDUCTION LOOP	⊥	EXISTING CABLE VAULT
⊦	CONSTRUCTION NOTE	⊦	EXISTING PULL BOX
⊧	WIRE NOTE	⊧	EXISTING TRAFFIC LOOPS
⊨		⊨	EXISTING LUMINAIRE
⊩		⊩	EXISTING SIGNAL STANDARD
U1	EX. WEST BURIED CABLE	BP	EXISTING FENCE LINE
U2	EX. WEST CONDUIT	BP	EXIST. BURIED POWER
U3	EX. WEST FIBER OPTIC	G	EXIST. GAS LINE
OP	EXIST. OVERHEAD POWER	W	EXIST. WATER LINE
BT	EXIST. BURIED TELEPHONE	S	EXIST. SANITARY SEWER
OT	EXIST. OVERHEAD TELEPHONE	ST	EXIST. STORM SEWER
BF	EXIST. BURIED FIBER OPTIC	UP	EXIST. UTILITY POLE
OF	EXIST. OVERHEAD FIBER OPTIC	V	EXIST. VALVE BOX
CO	EXIST. INLET	C	EXIST. CATCH BASIN
MAN	EXIST. MANHOLE	AI	EXIST. AREA INLET

# CONSTRUCTION NOTES:

- INSTALL PULL BOX - RACK FIBER OPTIC CABLE PER "PULL BOX RACKING PLAN" DETAIL, SEE SHEET TLD3.
- INSTALL CABLE VAULT, RACK FIBER OPTIC CABLE PER "CABLE VAULT RACKING PLAN" DETAIL, SEE SHEET TLD3.
- INSTALL MANHOLE RING AND RISER WITH TRAFFIC BEARING LID. SEE TRAFFIC BEARING LID DETAIL SHEET TLD2.
- SEE SECTION A-A TRENCH AND CONDUIT PLACEMENT DETAIL SHEET C11.
- REMOVE EXISTING TYPE 1 JUNCTION BOX AND INSTALL TYPE 2 JUNCTION BOX.
- COIL 20' OF COPPER CABLE IN SIGNAL CABINET. FINAL TERMINATIONS IN SIGNAL CABINET WILL BE DONE BY OTHERS.
- COPPER CABLE SHALL HAVE ENOUGH SLACK TO COIL ONE FULL LOOP SECURELY TO SIDE OF BOX. SEE PULL BOX RACKING PLAN SHEET TLD3.
- RACK 20' OF COPPER CABLE IN CABLE VAULT ON OPPOSITE WALL FROM FIBER. SEE CABLE VAULT RACKING PLAN SHEET TLD3.
- CUT EXISTING 2" CONDUIT TAKING CARE NOT TO CUT EXIST. PULL TAPE INSIDE OF CONDUIT. REMOVE CONDUIT BETWEEN CUT AND US WEST CABLE VAULT. CALL BOB HORROCKS (CITY SIGNAL MAINTENANCE) 72 HRS PRIOR TO WORK. (509) 232-8801
- JOIN NEW 2" CONDUIT TO EXIST. 2" CONDUIT AT CUT AND EXTEND CONDUIT AND PULL TAPE TO NEW CABLE VAULT.
- LOCATE END OF EXISTING 2" STUB AND INSTALL TYPE 2 JUNCTION BOX.
- DIRECTIONAL BORING. CONCRETE PAVEMENT UNDER ROADWAY.

FILE NAME: G:\46600\Local Agency Agreements\Regional ITS\GCCA 4276\New Exhibit\US2 Francis to Hawthorne.dgn				REGION NO. STATE		FED. AID PROJ. NO.		PLOT 14	
TIME: 02:13:40 PM				10 WASH					
DATE: 06/28/2005				JOB NUMBER				SHEET	
DESIGNED BY				CONTRACT NO.		LOCATION NO.		OF	
ENTERED BY								SHEETS	
CHECKED BY									
PROJ. ENGR.									
REGIONAL ADM.				REVISION		DATE BY			

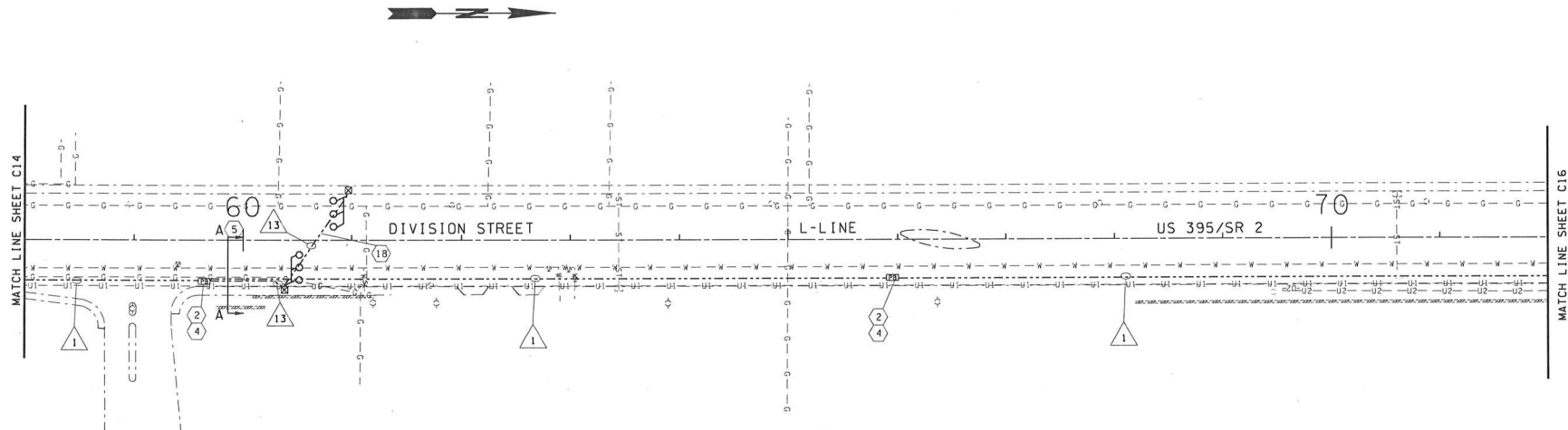


WIRING SCHEDULE				
△ RUN#	CONDUIT SIZE	ID#	CONDUCTOR	PURPOSE
1	4" W/ID	1-A	1-144 SM	COMMUNICATION
	4" W/MC	2-A	1-25 TWP	INTERCONNECT
13	2"		1-14 THHN	FUTURE USE

- SEE CONDUIT & INNERDUCT ID DETAIL SHEET C11
- SM - Single Mode Fiber
- TWP - Twisted Pair (#22) Shielded

# CONSTRUCTION NOTES:

- INSTALL PULL BOX - RACK FIBER OPTIC CABLE PER "PULL BOX RACKING PLAN" DETAIL, SEE SHEET TLD3.
- INSTALL MANHOLE RING AND RISER WITH TRAFFIC BEARING LID. SEE TRAFFIC BEARING LID DETAIL SHEET TLD2.
- SEE SECTION A-A TRENCH AND CONDUIT PLACEMENT DETAIL SHEET C11.
- DIRECTIONAL BORING, CONCRETE PAVEMENT UNDER ROADWAY.



LEGEND			
--- CONDUIT	--- EXISTING CONDUIT		
⊠ JUNCTION BOX TYPE 1	⊠ EXISTING JUNCTION BOX TYPE 1		
⊠ JUNCTION BOX TYPE 2	⊠ EXISTING JUNCTION BOX TYPE 2		
⊠ JUNCTION BOX TYPE 3	⊠ EXISTING JUNCTION BOX TYPE 3		
⊠ CABLE VAULT	⊠ EXISTING SIGNAL CABINET		
⊠ PULL BOX	⊠ EXISTING SERVICE CABINET		
⊠ VEHICLE INDUCTION LOOP	⊠ EXISTING CABLE VAULT		
⊠ CONSTRUCTION NOTE	⊠ EXISTING PULL BOX		
⊠ WIRE NOTE	⊠ EXISTING TRAFFIC LOOPS		
	⊠ EXISTING LUMINAIRE		
	⊠ EXISTING SIGNAL STANDARD		
U1- U1- EX. WEST BURIED CABLE	BP- BP- EXISTING FENCE LINE		
U2- U2- EXIST. WEST CONDUIT	BP- BP- EXIST. BURIED POWER		
U3- U3- EX. WEST FIBER OPTIC	G- G- EXIST. GAS LINE		
OP- OP- EXIST. OVERHEAD POWER	W- W- EXIST. WATER LINE		
BT- BT- EXIST. BURIED TELEPHONE	S- S- EXIST. SANITARY SEWER		
OT- OT- EXIST. OVERHEAD TELEPHONE	ST- ST- EXIST. STORM SEWER		
BF- BF- EXIST. BURIED FIBER OPTIC	UP- UP- EXIST. UTILITY POLE		
OF- OF- EXIST. OVERHEAD FIBER OPTIC	V- V- EXIST. VALVE BOX		
CC- CC- EXIST. INLET	C- C- EXIST. CATCH BASIN		
M- M- EXIST. MANHOLE	AI- AI- EXIST. AREA INLET		

0 50 100  
SCALE IN FEET

FILE NAME G:\66000\Local Agency Agreements\Regional ITS\GCA 4276\New Exhibit C\US2 Francis to Hawthorne.dgn		REGION NO. 10		STATE WASH		FED. AID PROJ. NO.		PLOT 15	
TIME 02:36:58 PM		JOB NUMBER							
DATE 06/28/2005		CONTRACT NO.		LOCATION NO.					
DESIGNED BY								SHEET OF SHEETS	
ENTERED BY									
CHECKED BY									
PROJ. ENGR.									
REGIONAL ADM.		REVISION		DATE BY		P.E. STAMP BOX		DATE	

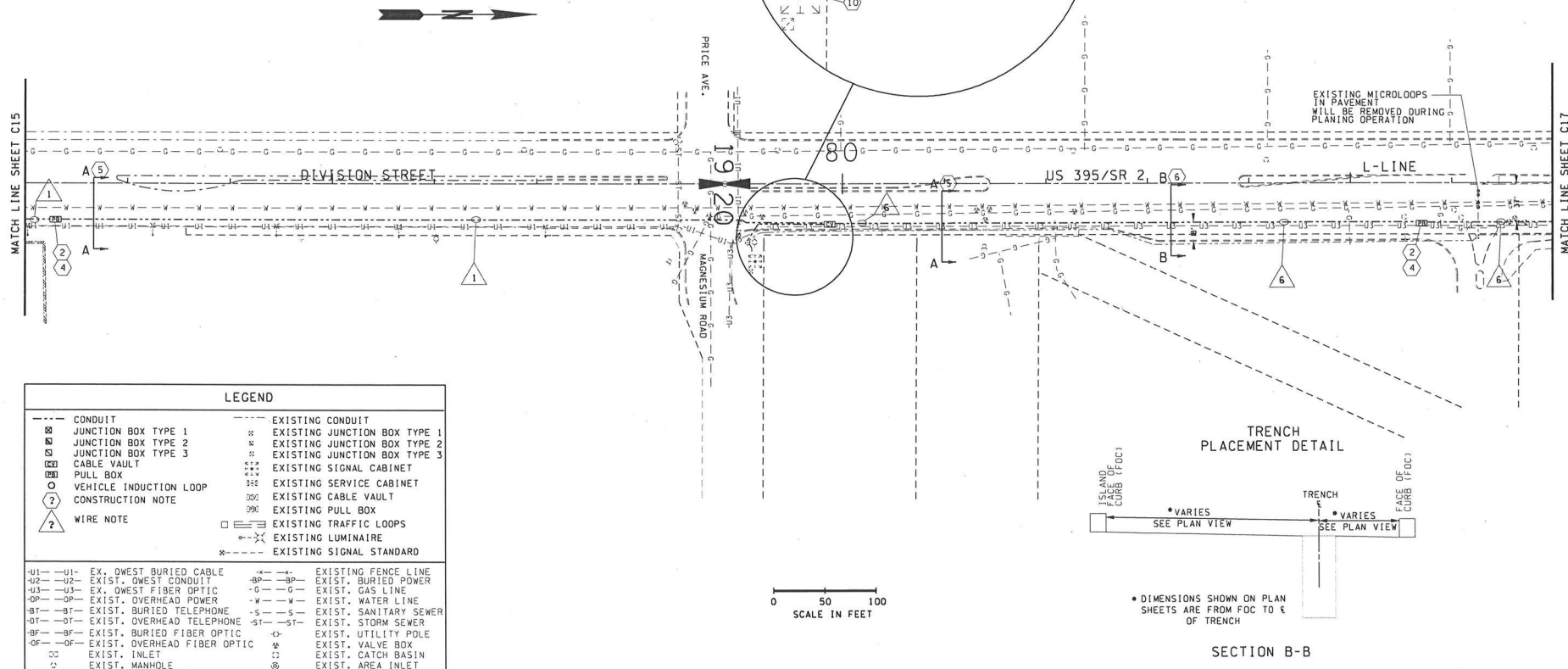


WIRING SCHEDULE				
CONDUIT SIZE	• ID •	CONDUCTOR	PURPOSE	
1 4" W/ID	1-A	1-144 SM	COMMUNICATION	
4" W/MC	2-A	1-25 TWP	INTERCONNECT	
6 4" W/ID	1-A	1-144 SM	COMMUNICATION	
4"	2	FLAT PULL TAPE	INTERCONNECT	
20 3"		1-25 TWP	INTERCONNECT	
21 EXIST.		1-25 TWP	INTERCONNECT	

• SEE CONDUIT & INNERDUCT ID DETAIL SHEET C11  
 SM - Single Mode Fiber  
 TWP - Twisted Pair (1#22) Shielded

# CONSTRUCTION NOTES:

- INSTALL PULL BOX - RACK FIBER OPTIC CABLE. PER "PULL BOX RACKING PLAN" DETAIL, SEE SHEET TLD3.
- INSTALL CABLE VAULT. RACK FIBER OPTIC CABLE. PER "CABLE VAULT RACKING PLAN" DETAIL, SEE SHEET TLD3.
- INSTALL MANHOLE RING AND RISER WITH TRAFFIC BEARING LID. SEE TRAFFIC BEARING LID DETAIL SHEET TLD2.
- SEE SECTION A-A TRENCH AND CONDUIT PLACEMENT DETAIL SHEET C11.
- SEE SECTION B-B TRENCH AND CONDUIT PLACEMENT DETAIL SHEET C16.
- COIL 20' OF COPPER CABLE IN SIGNAL CABINET. FINAL TERMINATIONS IN SIGNAL CABINET WILL BE DONE BY OTHERS.
- RACK 20' OF COPPER CABLE IN CABLE VAULT ON OPPOSITE WALL FROM FIBER. SEE CABLE VAULT RACKING PLAN SHEET TLD3.



FILE NAME: G:\46600\Local Agency Agreements\Regional\ITS\GCCA 4276\New Exhibit C\US2 Francis to Hawthorne.dgn		REGION STATE: 10 WASH		FED.AID PROJ.NO.		PLOT16	
TIME: 02:37:24 PM		JOB NUMBER				SHEET	
DATE: 06/28/2005		CONTRACT NO.		LOCATION NO.		OF	
DESIGNED BY		DATE		BY		SHEETS	
ENTERED BY							
CHECKED BY							
PROJ. ENGR.							
REGIONAL ADM.							

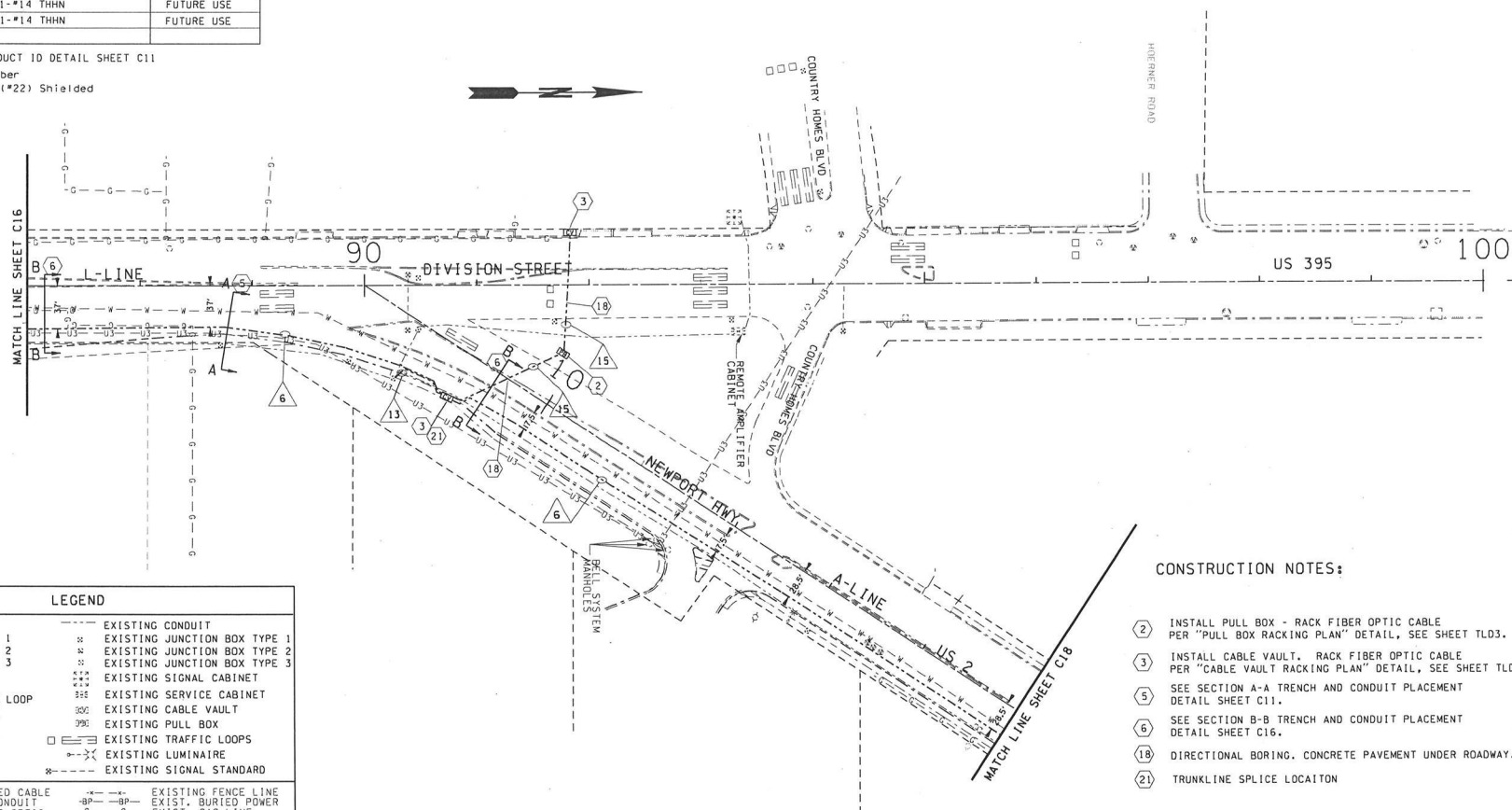
Washington State Department of Transportation

WIRING SCHEDULE				
△ RUN#	CONDUIT SIZE	*ID#	CONDUCTOR	PURPOSE
6	4" W/ID	1-A	1-144 SM	COMMUNICATION
	4"	2	FLAT PULL TAPE	INTERCONNECT
13	2"		1-#14 THHN	FUTURE USE
15	4"		1-#14 THHN	FUTURE USE

\* SEE CONDUIT & INNERDUCT ID DETAIL SHEET C11

SM - Single Mode Fiber

TWP - Twisted Pair (#22) Shielded



LEGEND			
---	CONDUIT	---	EXISTING CONDUIT
⊠	JUNCTION BOX TYPE 1	⊠	EXISTING JUNCTION BOX TYPE 1
⊡	JUNCTION BOX TYPE 2	⊡	EXISTING JUNCTION BOX TYPE 2
⊢	JUNCTION BOX TYPE 3	⊢	EXISTING JUNCTION BOX TYPE 3
⊣	CABLE VAULT	⊣	EXISTING SIGNAL CABINET
⊤	PULL BOX	⊤	EXISTING SERVICE CABINET
⊥	VEHICLE INDUCTION LOOP	⊥	EXISTING CABLE VAULT
⊦	CONSTRUCTION NOTE	⊦	EXISTING PULL BOX
⊧	WIRE NOTE	⊧	EXISTING TRAFFIC LOOPS
		⊨	EXISTING LUMINAIRE
		⊩	EXISTING SIGNAL STANDARD
-U1-	EX. WEST BURIED CABLE	-X-X-	EXISTING FENCE LINE
-U2-	EXIST. WEST CONDUIT	-BP-BP-	EXIST. BURIED POWER
-U3-	EX. WEST FIBER OPTIC	-G-G-	EXIST. GAS LINE
-OP-	EXIST. OVERHEAD POWER	-W-W-	EXIST. WATER LINE
-BT-	EXIST. BURIED TELEPHONE	-S-S-	EXIST. SANITARY SEWER
-OT-	EXIST. OVERHEAD TELEPHONE	-ST-ST-	EXIST. STORM SEWER
-BF-	EXIST. BURIED FIBER OPTIC	-U-U-	EXIST. UTILITY POLE
-OF-	EXIST. OVERHEAD FIBER OPTIC	-V-V-	EXIST. VALVE BOX
⊠	EXIST. INLET	⊠	EXIST. CATCH BASIN
⊡	EXIST. MANHOLE	⊡	EXIST. AREA INLET

# CONSTRUCTION NOTES:

- INSTALL PULL BOX - RACK FIBER OPTIC CABLE PER "PULL BOX RACKING PLAN" DETAIL, SEE SHEET TLD3.
- INSTALL CABLE VAULT. RACK FIBER OPTIC CABLE PER "CABLE VAULT RACKING PLAN" DETAIL, SEE SHEET TLD3.
- SEE SECTION A-A TRENCH AND CONDUIT PLACEMENT DETAIL SHEET C11.
- SEE SECTION B-B TRENCH AND CONDUIT PLACEMENT DETAIL SHEET C16.
- DIRECTIONAL BORING. CONCRETE PAVEMENT UNDER ROADWAY.
- TRUNKLINE SPLICE LOCATION

FILE NAME	G:\46600\Local Agency Agreements\RegionalITS\CA 4276\New Exhibit C\US2 Francis to Hawthorne.dgn
TIME	02:37:41 PM
DATE	06/28/2005
DESIGNED BY	
ENTERED BY	
CHECKED BY	
PROJ. ENGR.	
REGIONAL ADM.	
REVISION	
DATE	
BY	

REGION NO.	10
STATE	WASH
JOB NUMBER	
CONTRACT NO.	
LOCATION NO.	

P.E. STAMP BOX

P.E. STAMP BOX



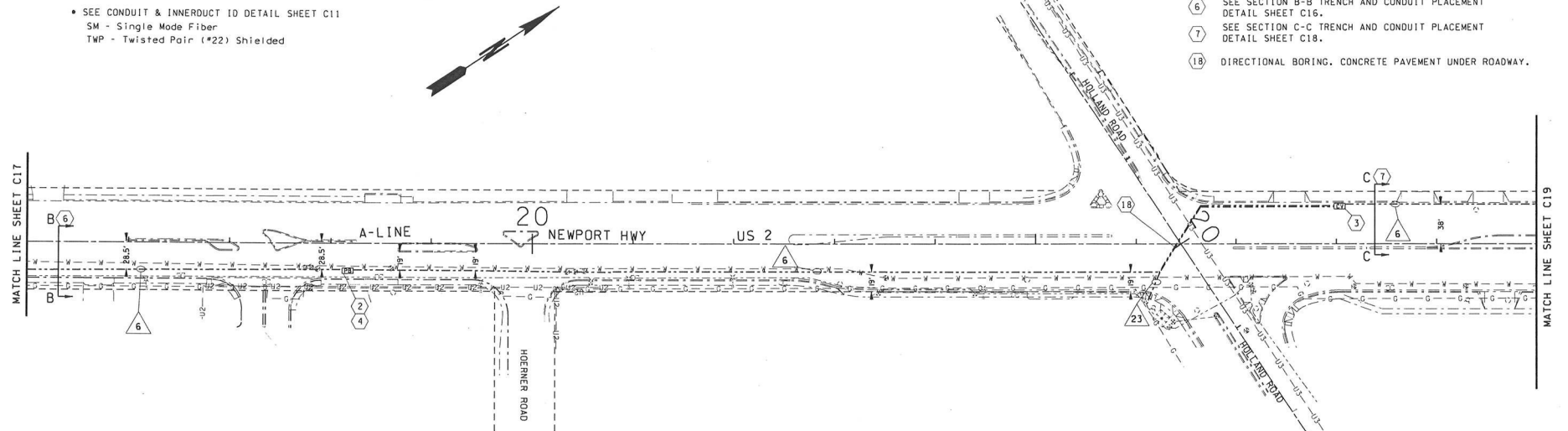
PLOT 17
SHEET OF SHEETS

WIRING SCHEDULE				
△ RUN#	CONDUIT SIZE	• ID#	CONDUCTOR	PURPOSE
6	4" W/D	1-A	1-144 SM	COMMUNICATION
	4"	2	FLAT PULL TAPE	INTERCONNECT
23	4"	3	1-#14 THHN	FUTURE (CITY)

• SEE CONDUIT & INNERDUCT ID DETAIL SHEET C11  
 SM - Single Mode Fiber  
 TWP - Twisted Pair (#22) Shielded

# CONSTRUCTION NOTES:

- ② INSTALL PULL BOX - RACK FIBER OPTIC CABLE  
PER "PULL BOX RACKING PLAN" DETAIL, SEE SHEET TLD3.
- ③ INSTALL CABLE VAULT, RACK FIBER OPTIC CABLE  
PER "CABLE VAULT RACKING PLAN" DETAIL, SEE SHEET TLD3.
- ④ INSTALL MANHOLE RING AND RISER WITH TRAFFIC BEARING LID.  
SEE TRAFFIC BEARING LID DETAIL SHEET TLD2.
- ⑥ SEE SECTION B-B TRENCH AND CONDUIT PLACEMENT  
DETAIL SHEET C16.
- ⑦ SEE SECTION C-C TRENCH AND CONDUIT PLACEMENT  
DETAIL SHEET C18.
- ⑮ DIRECTIONAL BORING, CONCRETE PAVEMENT UNDER ROADWAY.

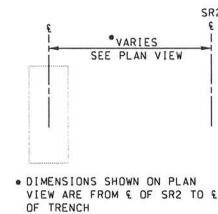


## LEGEND

--- CONDUIT	--- EXISTING CONDUIT
⊠ JUNCTION BOX TYPE 1	⊠ EXISTING JUNCTION BOX TYPE 1
⊡ JUNCTION BOX TYPE 2	⊡ EXISTING JUNCTION BOX TYPE 2
⊢ JUNCTION BOX TYPE 3	⊢ EXISTING JUNCTION BOX TYPE 3
⊣ CABLE VAULT	⊣ EXISTING SIGNAL CABINET
⊤ PULL BOX	⊤ EXISTING SERVICE CABINET
⊥ VEHICLE INDUCTION LOOP	⊥ EXISTING CABLE VAULT
⊦ CONSTRUCTION NOTE	⊦ EXISTING PULL BOX
⊧ WIRE NOTE	⊧ EXISTING TRAFFIC LOOPS
	⊧ EXISTING LUMINAIRE
	⊧ EXISTING SIGNAL STANDARD
U1- EX. WEST BURIED CABLE	BP- EXIST. BURIED POWER
U2- EX. WEST CONDUIT	C- EXIST. GAS LINE
U3- EX. WEST FIBER OPTIC	W- EXIST. WATER LINE
OP- EX. OVERHEAD POWER	S- EXIST. SANITARY SEWER
BT- EX. BURIED TELEPHONE	ST- EXIST. STORM SEWER
OT- EX. OVERHEAD TELEPHONE	U- EXIST. UTILITY POLE
BF- EX. BURIED FIBER OPTIC	V- EXIST. VALVE BOX
OF- EX. OVERHEAD FIBER OPTIC	C- EXIST. CATCH BASIN
CI- EXIST. INLET	CI- EXIST. AREA INLET
MI- EXIST. MANHOLE	

0 50 100  
SCALE IN FEET

## TRENCH PLACEMENT DETAIL



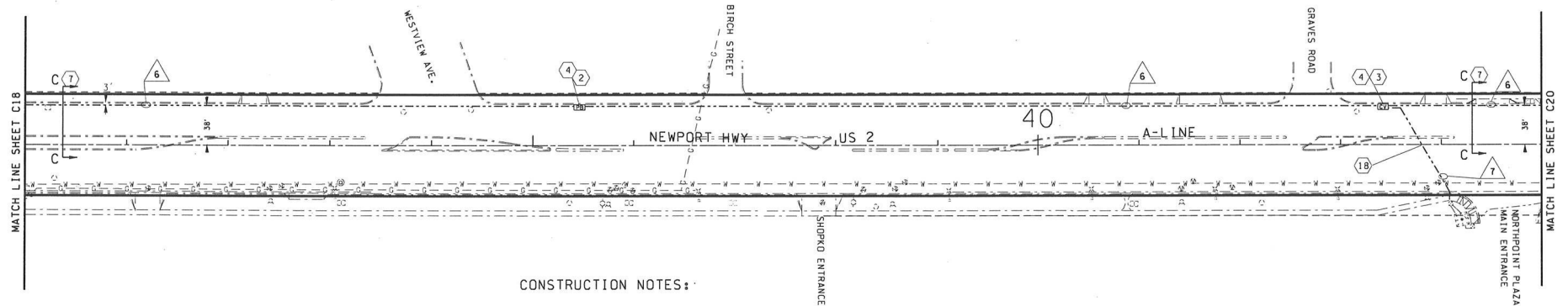
## SECTION C-C

FILE NAME G:\6600\Local Agency Agreements\Regional\ITS\GCA 4276\New Exhibit C\US2 Francis to Hawthorne.dgn		REGION STATE 10 WASH		FED.AID PROJ.NO.		PLOT18	
TIME 02:38:09 PM		JOB NUMBER					
DATE 06/28/2005		CONTRACT NO.		LOCATION NO.		SHEET OF SHEETS	
DESIGNED BY		DATE		P.E. STAMP BOX			
ENTERED BY		DATE		P.E. STAMP BOX			
CHECKED BY							
PROJ. ENGR.							
REGIONAL ADM.		REVISION		DATE BY			



WIRING SCHEDULE				
△ RUN#	CONDUIT SIZE	ID#	CONDUCTOR	PURPOSE
6	4" W/ID	1-A	1-144 SM	COMMUNICATION
7	4"	2	FLAT PULL TAPE	INTERCONNECT
7	3"		1-#14 THHN	FUTURE (CITY)

\* SEE CONDUIT & INNERDUCT ID DETAIL SHEET C11  
 SM - Single Mode Fiber  
 TWP - Twisted Pair (#22) Shielded



#### CONSTRUCTION NOTES:

- (2) INSTALL PULL BOX - RACK FIBER OPTIC CABLE  
PER "PULL BOX RACKING PLAN" DETAIL, SEE SHEET TLD3.
- (3) INSTALL CABLE VAULT, RACK FIBER OPTIC CABLE  
PER "CABLE VAULT RACKING PLAN" DETAIL, SEE SHEET TLD3.
- (4) INSTALL TRAFFIC BEARING LID. SEE TRAFFIC BEARING  
LID DETAIL SHEET TLD2.
- (7) SEE SECTION C-C TRENCH AND CONDUIT PLACEMENT  
DETAIL SHEET C18.
- (18) DIRECTIONAL BORING, CONCRETE PAVEMENT UNDER ROADWAY.

LEGEND			
---	CONDUIT	---	EXISTING CONDUIT
⊠	JUNCTION BOX TYPE 1	⊠	EXISTING JUNCTION BOX TYPE 1
⊡	JUNCTION BOX TYPE 2	⊡	EXISTING JUNCTION BOX TYPE 2
⊢	JUNCTION BOX TYPE 3	⊢	EXISTING JUNCTION BOX TYPE 3
⊞	CABLE VAULT	⊞	EXISTING SIGNAL CABINET
⊟	PULL BOX	⊟	EXISTING SERVICE CABINET
⊠	VEHICLE INDUCTION LOOP	⊠	EXISTING CABLE VAULT
?	CONSTRUCTION NOTE	⊞	EXISTING PULL BOX
△	WIRE NOTE	⊞	EXISTING TRAFFIC LOOPS
		⊞	EXISTING LUMINAIRE
		⊞	EXISTING SIGNAL STANDARD
U1--U1-	EX. OWEST BURIED CABLE	---x---	EXISTING FENCE LINE
U2--U2-	EXIST. OWEST CONDUIT	---GP---	EXIST. BURIED POWER
U3--U3-	EX. OWEST FIBER OPTIC	---G---	EXIST. GAS LINE
OP--OP-	EXIST. OVERHEAD POWER	---W---	EXIST. WATER LINE
BT--BT-	EXIST. BURIED TELEPHONE	---S---	EXIST. SANITARY SEWER
OT--OT-	EXIST. OVERHEAD TELEPHONE	---ST---	EXIST. STORM SEWER
BF--BF-	EXIST. BURIED FIBER OPTIC	---U---	EXIST. UTILITY POLE
OF--OF-	EXIST. OVERHEAD FIBER OPTIC	⊞	EXIST. VALVE BOX
⊞	EXIST. INLET	⊞	EXIST. CATCH BASIN
⊞	EXIST. MANHOLE	⊞	EXIST. AREA INLET

0 50 100  
SCALE IN FEET

FILE NAME C:\46600\LocalAgency Agreements\RegionalITS\GCA 4276\New Exhibit C\US2 Francis to Hawthorne.dgn		REGION NO. 10		STATE WASH		FED.AID PROJ.NO.	
TIME 02:38:29 PM		JOB NUMBER					
DATE 06/28/2005		CONTRACT NO.		LOCATION NO.			
DESIGNED BY							
ENTERED BY							
CHECKED BY							
PROJ. ENGR.							
REGIONAL ADM.							
REVISION		DATE		BY			



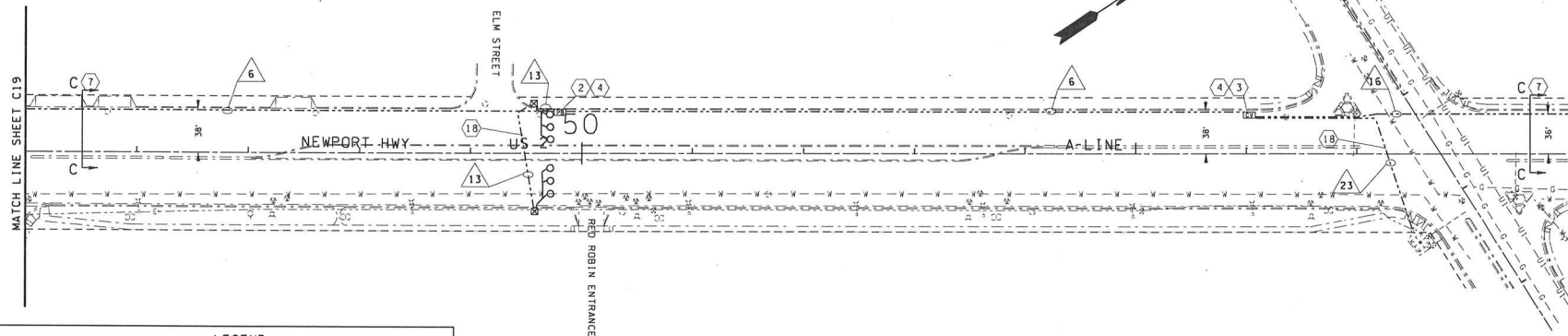
P.E. STAMP BOX DATE P.E. STAMP BOX DATE

PLOT19  
SHEET  
OF  
SHEETS



WIRING SCHEDULE				
△ RUN*	CONDUIT SIZE	* ID*	CONDUCTOR	PURPOSE
6	4" W/ID	1-A	1-144 SM	COMMUNICATION
	4"	2	FLAT PULL TAPE	INTERCONNECT
13	2"		1-#14 THHN	FUTURE USE
16	4" W/ID	1-A	1-144 SM	COMMUNICATION
23	4"	3	1-#14 THHN, PULL TAPE	FUTURE (CITY)

\* SEE CONDUIT & INNERDUCT ID DETAIL SHEET C11  
 SM - Single Mode Fiber  
 TWP - Twisted Pair (#22) Shielded



LEGEND			
---	CONDUIT	---	EXISTING CONDUIT
△	JUNCTION BOX TYPE 1	△	EXISTING JUNCTION BOX TYPE 1
□	JUNCTION BOX TYPE 2	□	EXISTING JUNCTION BOX TYPE 2
◇	JUNCTION BOX TYPE 3	◇	EXISTING JUNCTION BOX TYPE 3
○	CABLE VAULT	○	EXISTING SIGNAL CABINET
⬢	PULL BOX	⬢	EXISTING SERVICE CABINET
○	VEHICLE INDUCTION LOOP	○	EXISTING CABLE VAULT
?	CONSTRUCTION NOTE	⬢	EXISTING PULL BOX
?	WIRE NOTE	⬢	EXISTING TRAFFIC LOOPS
		⬢	EXISTING LUMINAIRE
		⬢	EXISTING SIGNAL STANDARD
-U1--U1-	EX. OWEST BURIED CABLE	-F--F-	EXISTING FENCE LINE
-U2--U2-	EXIST. OWEST CONDUIT	-BP--BP-	EXIST. BURIED POWER
-U3--U3-	EX. OWEST FIBER OPTIC	-G--G-	EXIST. GAS LINE
-OP--OP-	EXIST. OVERHEAD POWER	-W--W-	EXIST. WATER LINE
-BT--BT-	EXIST. BURIED TELEPHONE	-S--S-	EXIST. SANITARY SEWER
-OT--OT-	EXIST. OVERHEAD TELEPHONE	-ST--ST-	EXIST. STORM SEWER
-BF--BF-	EXIST. BURIED FIBER OPTIC	-U--U-	EXIST. UTILITY POLE
-OF--OF-	EXIST. OVERHEAD FIBER OPTIC	-V--V-	EXIST. VALVE BOX
○	EXIST. INLET	○	EXIST. CATCH BASIN
○	EXIST. MANHOLE	○	EXIST. AREA INLET

#### CONSTRUCTION NOTES:

- (2) INSTALL PULL BOX - RACK FIBER OPTIC CABLE PER "PULL BOX RACKING PLAN" DETAIL, SEE SHEET TL03.
- (3) INSTALL CABLE VAULT, RACK FIBER OPTIC CABLE PER "CABLE VAULT RACKING PLAN" DETAIL, SEE SHEET TL03.
- (4) INSTALL TRAFFIC BEARING LID. SEE TRAFFIC BEARING LID DETAIL SHEET TL02.
- (7) SEE SECTION C-C TRENCH AND CONDUIT PLACEMENT DETAIL SHEET C18.
- (18) DIRECTIONAL BORING, CONCRETE PAVEMENT UNDER ROADWAY.

0 50 100  
SCALE IN FEET

FILE NAME G:\46600\Local Agency Agreements\Regional ITS\CCA 4276\New Exhibit C\US2 Francis to Hawthorne.dgn  
 TIME 02:38:48 PM  
 DATE 06/28/2005

DESIGNED BY  
 ENTERED BY  
 CHECKED BY  
 PROJ. ENGR.  
 REGIONAL ADM.

REVISION

DATE

BY

REGION NO.  
10

STATE  
WASH

JOB NUMBER

CONTRACT NO.

FED.AID PROJ.NO.

LOCATION NO.

P.E. STAMP BOX

P.E. STAMP BOX



PLOT20

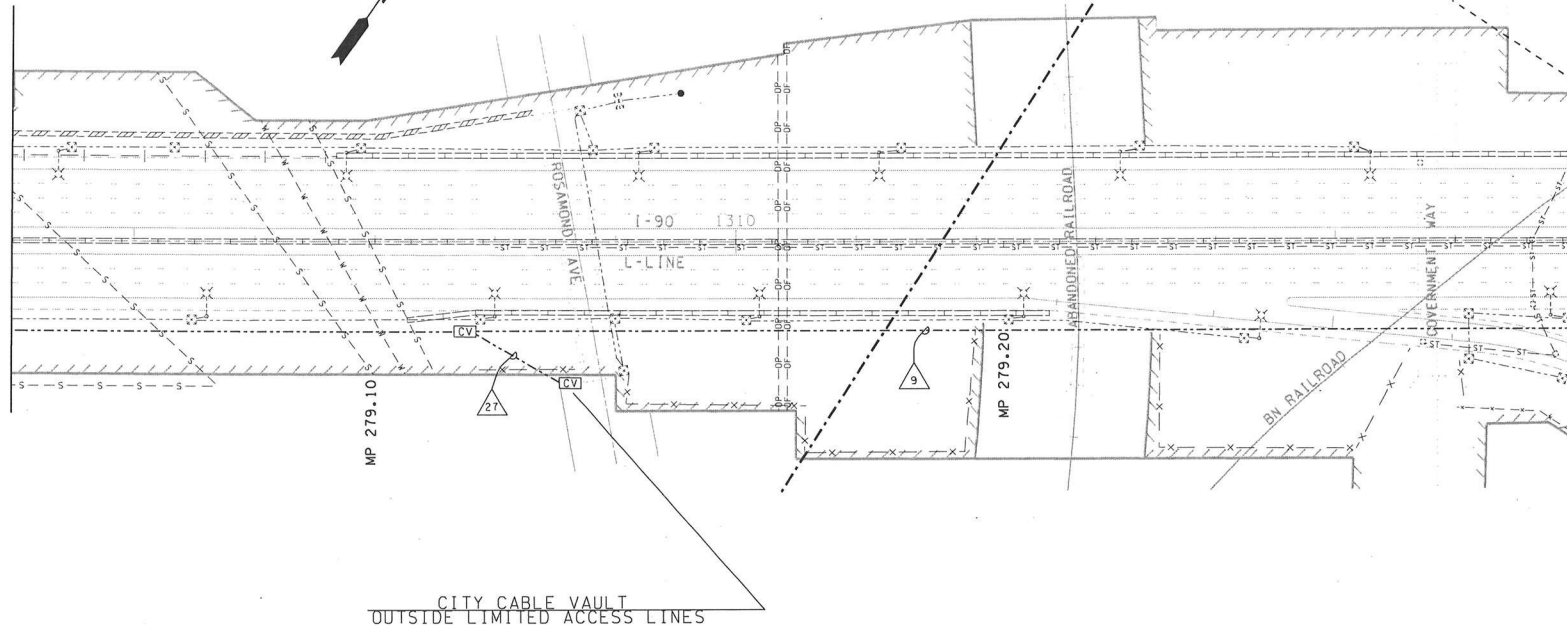
SHEET  
OF  
SHEETS

Exhibit C

Segment 8

I90 at Rosemond Ave

T. 25N. R. 42E. W.M.



WIRING SCHEDULE

△ NO.	RACEWAY CONDUIT SIZE	TYPE	WIRE	REMARKS
9	2"		1-144 SMFO	MAIN TRUNKLINE
27	2"		1-24 SMFO	CITY OF SPOKANE

FILE NAME G:\46600\Local Agency Agreements\Regional ITS\GCA 4276\New Exhibit C\Rosamond.dgn				REGION NO. STATE		FED. AID PROJ. NO.		PLOT1	
TIME 02:46:42 PM				10 WASH					
DATE 06/28/2005				JOB NUMBER				SHEET	
DESIGNED BY				CONTRACT NO.		LOCATION NO.		OF	
ENTERED BY								SHEETS	
CHECKED BY									
PROJ. ENGR.									
REGIONAL ADM.				REVISION		DATE BY			

Washington State  
Department of Transportation

P.E. STAMP BOX DATE

P.E. STAMP BOX DATE

Exhibit C

Segment 9

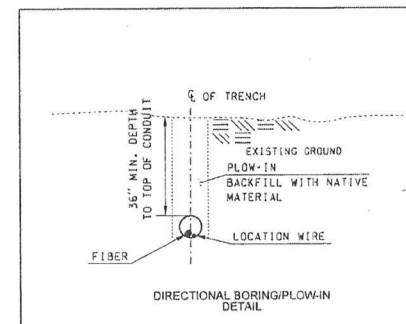
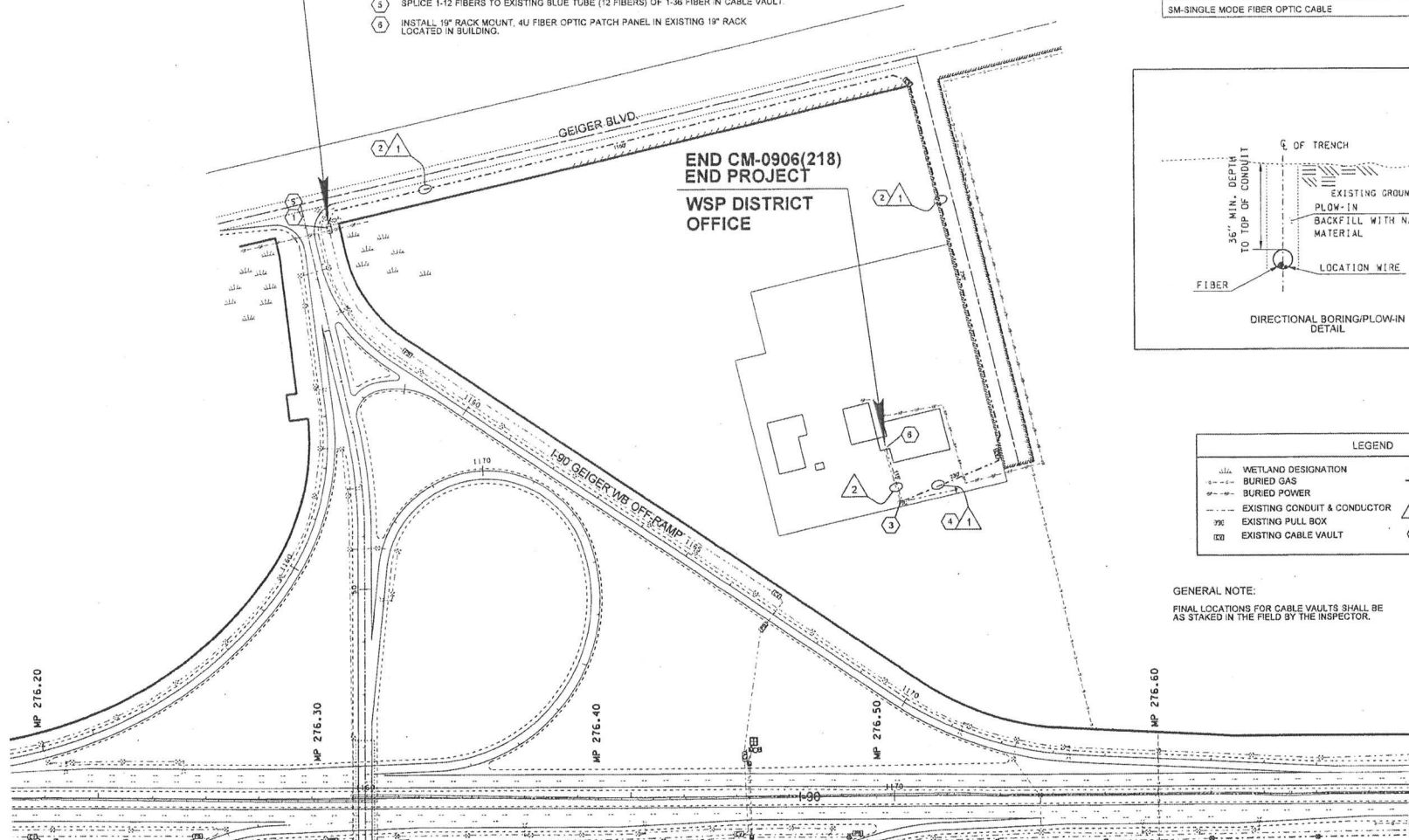
190 Geiger Blvd  
To Rowand St.  
and WSP Facility

**BEGIN CM-0906(218)  
BEGIN PROJECT  
GROVE RD./GEIGER BLVD.  
INTERSECTION**

**CONSTRUCTION NOTES:**

1. INSTALL CONDUIT INTO EXISTING CABLE VAULT. DO NOT DISTURB EXISTING FIBER(S) OR CONDUCTOR(S).
2. PLOW METHOD - MINIMUM 36" TO TOP OF CONDUIT.
3. INSTALL CONDUIT INTO EXISTING PULL BOX. DO NOT DISTURB EXISTING FIBER OR CONDUCTOR.
4. DIRECTIONAL BORING METHOD - MINIMUM 36" TO TOP OF CONDUIT.
5. SPLICE 1-12 FIBERS TO EXISTING BLUE TUBE (12 FIBERS) OF 1-36 FIBER IN CABLE VAULT.
6. INSTALL 19" RACK MOUNT, 4U FIBER OPTIC PATCH PANEL IN EXISTING 19" RACK LOCATED IN BUILDING.

WIRING SCHEDULE				
RL/IN	CONDUIT SIZE	ID#	CONDUCTOR	PURPOSE
1	2" HDPE	WSP	1-12 SM	COMMUNICATION
2	EXISTING 4"	WSP	1-12 SM	COMMUNICATION
SM-SINGLE MODE FIBER OPTIC CABLE				

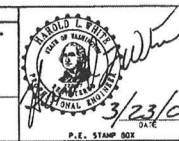


LEGEND			
WETLAND DESIGNATION	CABLE VAULT	?	WIRE NOTE
BURIED GAS	CONDUIT & FIBER	?	CONSTRUCTION NOTE
BURIED POWER			
EXISTING CONDUIT & CONDUCTOR			
EXISTING PULL BOX			
EXISTING CABLE VAULT			

**GENERAL NOTE:**  
FINAL LOCATIONS FOR CABLE VAULTS SHALL BE AS STAKED IN THE FIELD BY THE INSPECTOR.

FILE NAME	G:\46600\QL0038 - Geiger WSP ITS\SPS&E\3410.00 - Contract Plans\XL2239 Sheets (TS).dgn
TIME	10:20:32 AM
DATE	3/23/2009
PLOTTED BY	spanglb
DESIGNED BY	B. SPANGLE
ENTERED BY	B. SPANGLE
CHECKED BY	L. FROSTAD P.E.
PROJ. ENGR.	H. WHITE P.E.
REGIONAL ADM.	K. A. METCALP P.E.

REGION NO.	STATE	FED. AID PROJ. NO.
10	WASH	
JOB NUMBER		
09Z007		
CONTRACT NO.		



LOCATION NO.	DATE
QL0038	
P.E. STAMP BOX	



I-90 GEIGER IC TO WSP DISTRICT OFFICE ITS	PLOT 1 ITS1
ITS PLAN	SHEET 3 OF 4 SHEETS

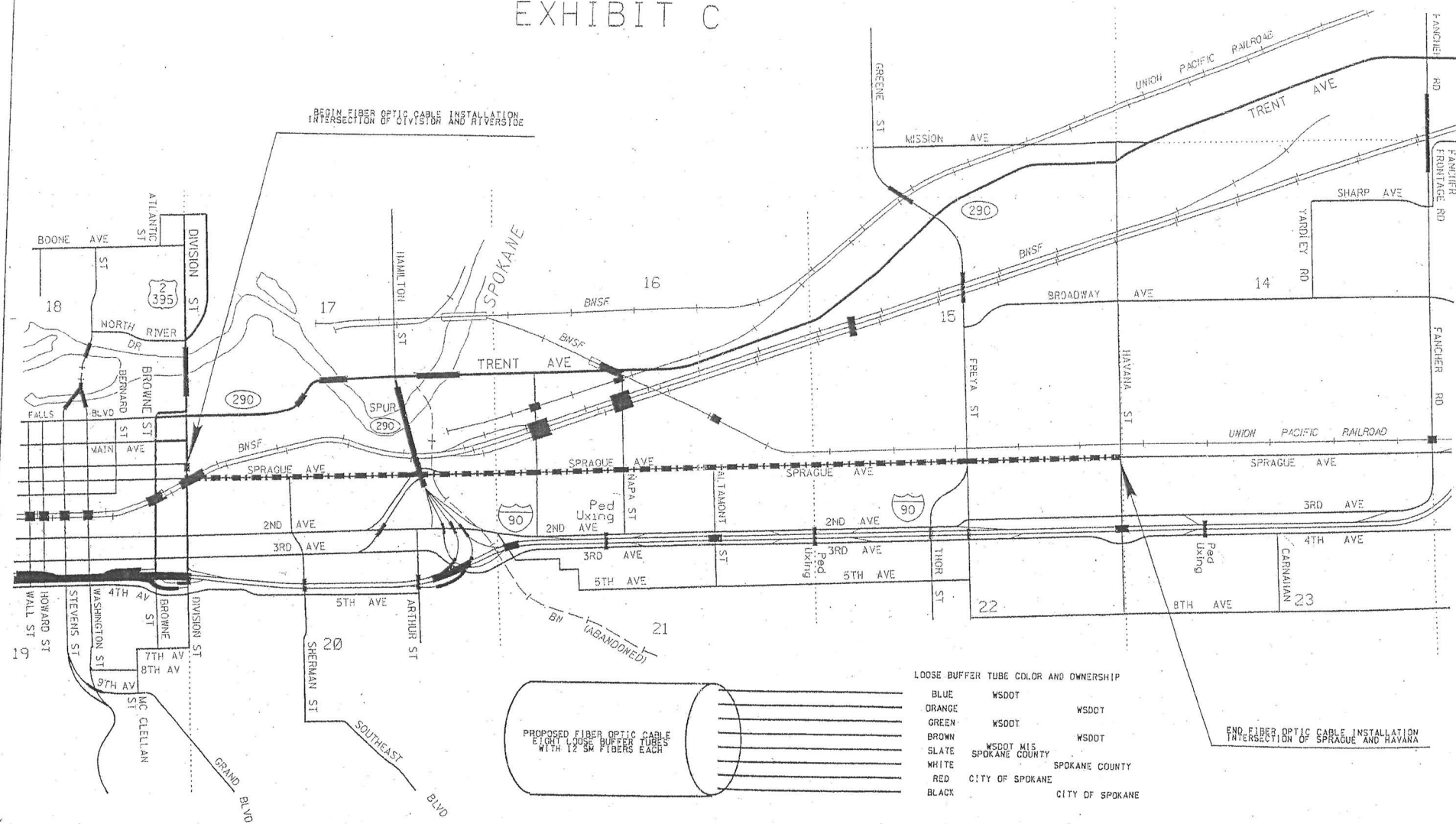
Exhibit C

Segment 10

Sprague Ave

Division St to Hatch St

# EXHIBIT C



FILE NAME g:\Traffic\Project Agreements\95 to Pines\Conduit agreement.dgn  
TIME 11:44:34 AM  
DATE 07/31/2002

DESIGNED BY  
ENTERED BY  
CHECKED BY  
PROJ. ENGR.  
REGIONAL ADM.

REVISION

DATE

BY

REGION NO.  
STATE  
10 WASH

CONTRACT NO.

LOCATION NO.

FED.AID PROJ.NO.

P.E. STAMP BOX

DATE

P.E. STAMP BOX

DATE

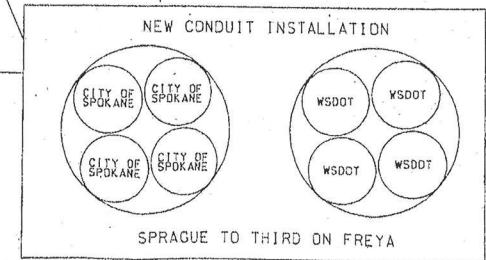
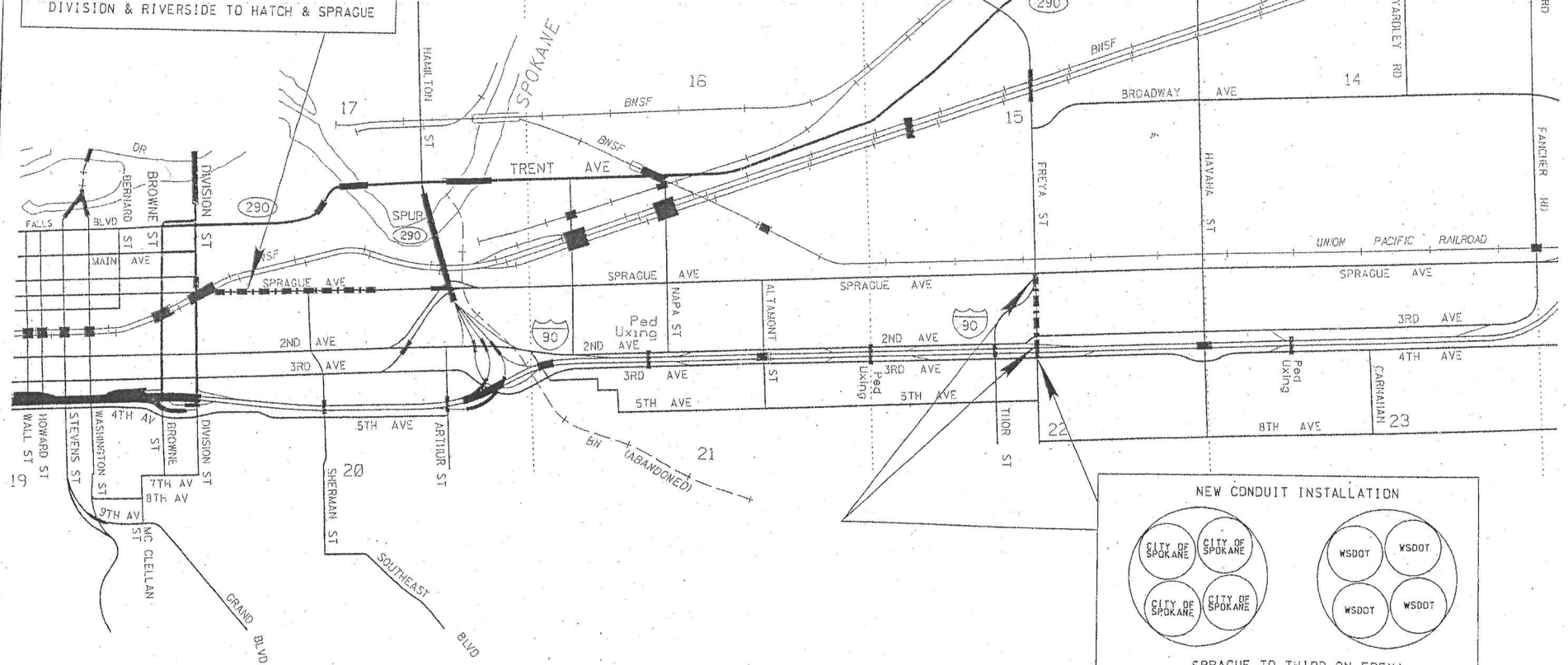
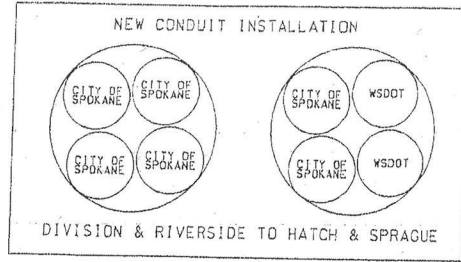


PLOT5

SHEET  
OF  
SHEETS



# EXHIBIT B



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TIME: 11:44:32 AM		CONTRACT NO.		LOCATION NO.		DATE		SHEET	
DATE: 07/31/2002		DESIGNED BY		CHECKED BY		PROJ. ENGR.		DR.	
REGIONAL ADM.		REVISION		DATE		BY		SHEETS	

Washington State  
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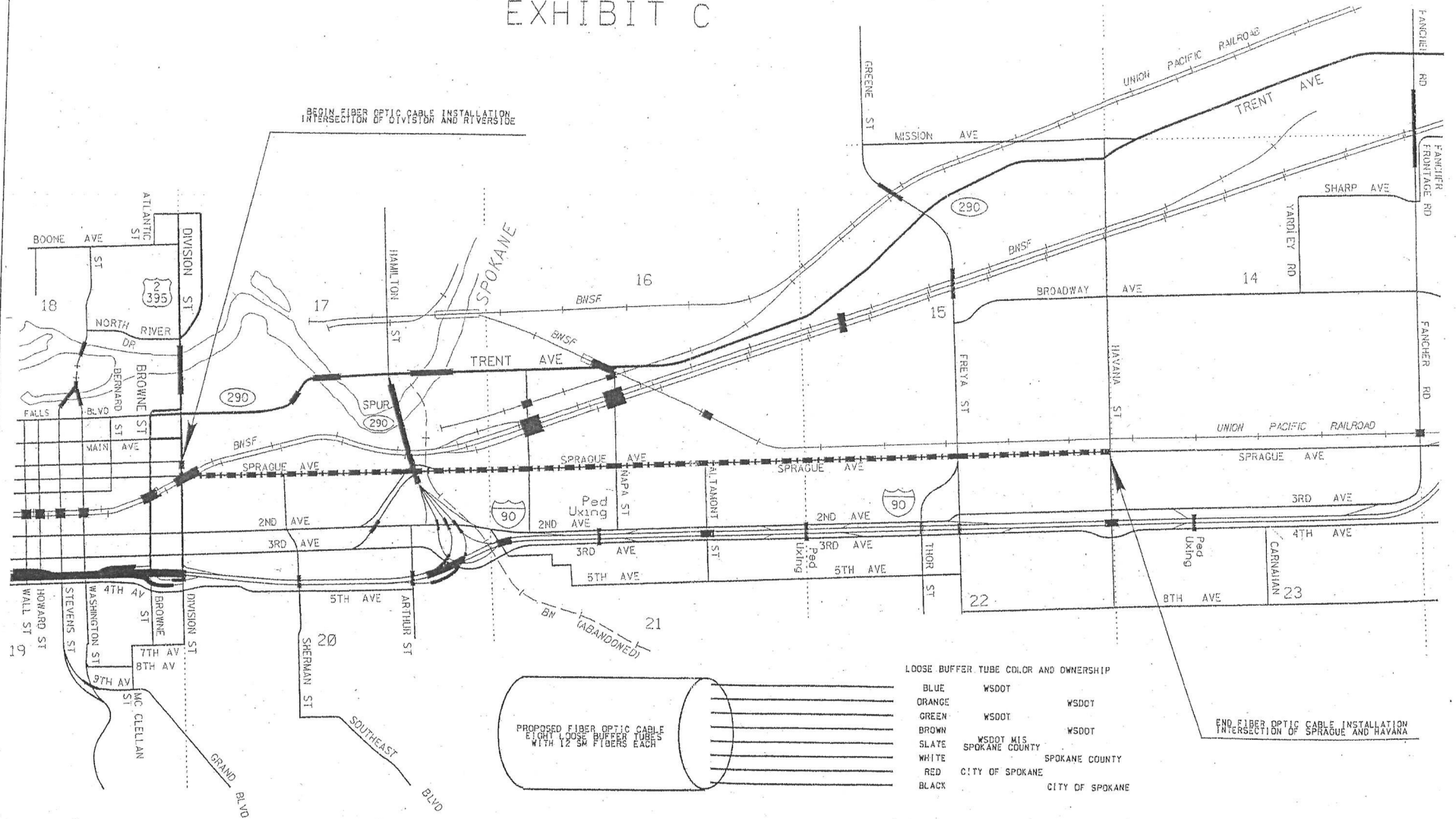
Exhibit C

Segment 11

Sprague Ave

Hatch St to Havana St

# EXHIBIT C



FILE NAME g:\Traffic\Project Agreements\95 to Pines\Conduit agreement.dgn  
TIME 11:44:34 AM  
DATE 07/31/2002

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ENTERED BY  
CHECKED BY  
PROJ. ENGR.  
REGIONAL ADM.

REVISION

DATE

BY

REGION STATE  
10 WASH  
JOB NUMBER  
CONTRACT NO.  
LOCATION NO.

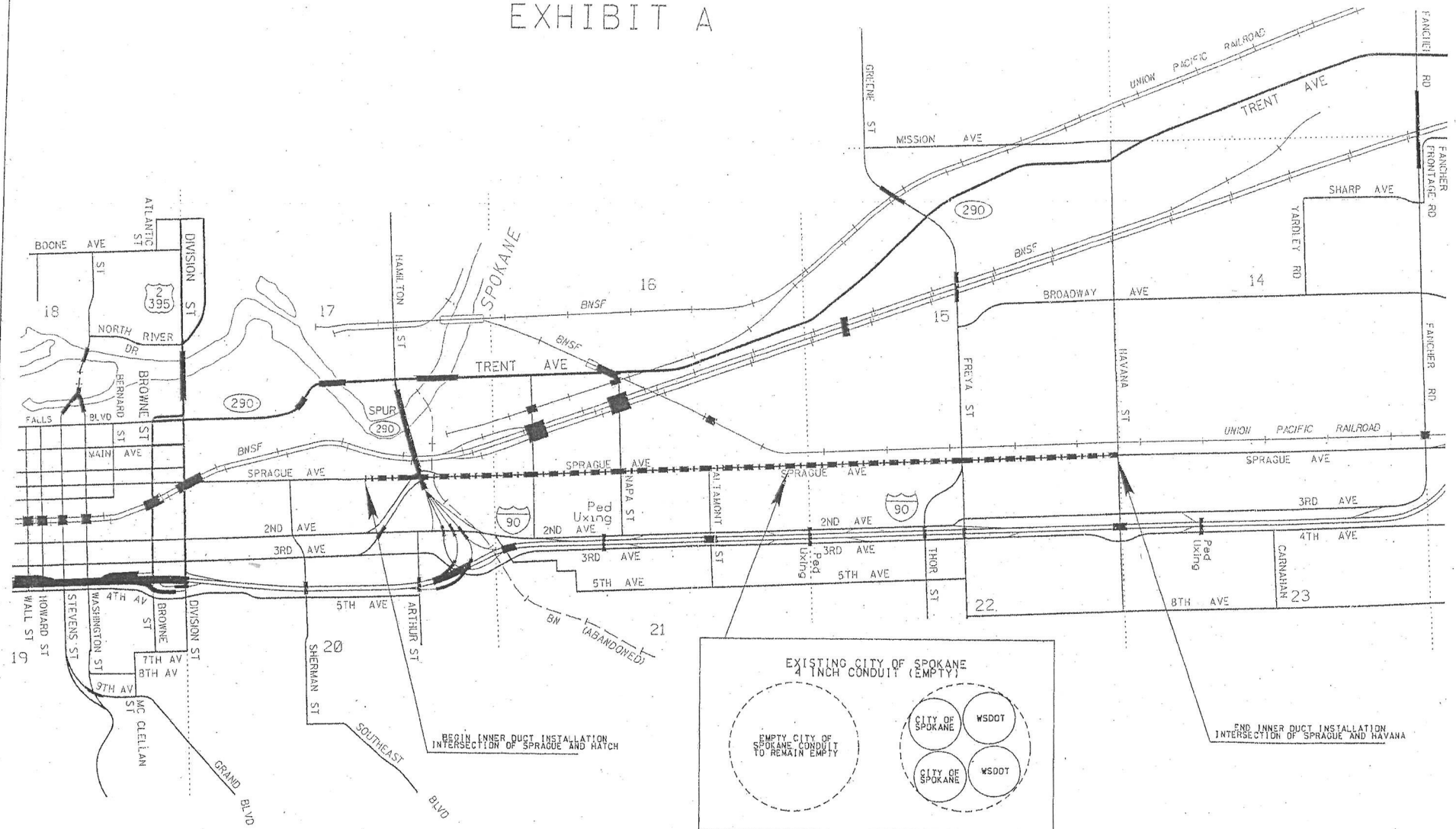
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P.E. STAMP BOX

Washington State  
Department of Transportation

PLOTS  
SHEET  
OF  
SHEETS

# EXHIBIT A



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 TIME 11:44:33 AM  
 DATE 07/31/2002

DESIGNED BY  
 ENTERED BY  
 CHECKED BY  
 PROJ. ENGR.  
 REGIONAL ADM.

REVISION  
 DATE BY

REGION NO. STATE  
 10 WASH  
 JOB NUMBER  
 CONTRACT NO. LOCATION NO.

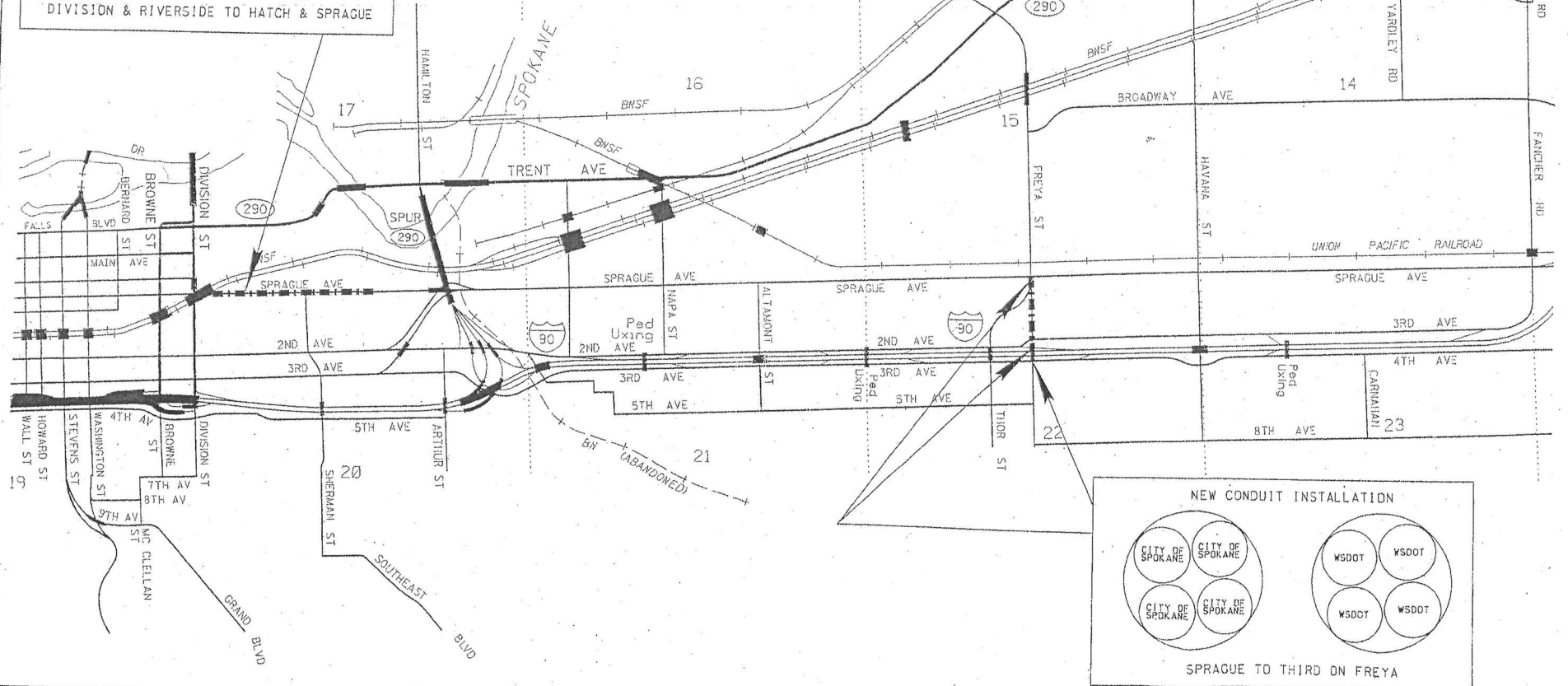
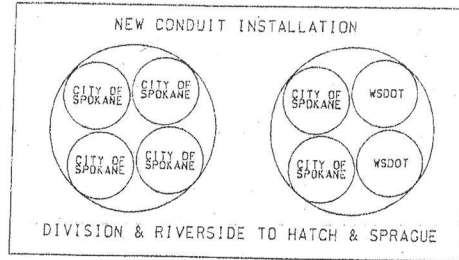
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PLOT 4  
 SHEET  
 OF  
 SHEETS

# EXHIBIT B



FILE NAME: g:\Traffic\Project Agreements\95 to Plines\Conduit agreement.dgn

TIME: 11:44:32 AM

DATE: 07/31/2002

DESIGNED BY

ENTERED BY

CHECKED BY

PROJ. ENGR.

REGIONAL ADM.

REVISION

DATE

BY

REGION NO. 10

STATE WASH

JOID NUMBER

CONTRACT NO.

FED. AID PROJ. NO.

LOCATION NO.

P.E. STAMP BOX

DATE

P.E. STAMP BOX

DATE



PLOT

SHEET

OF

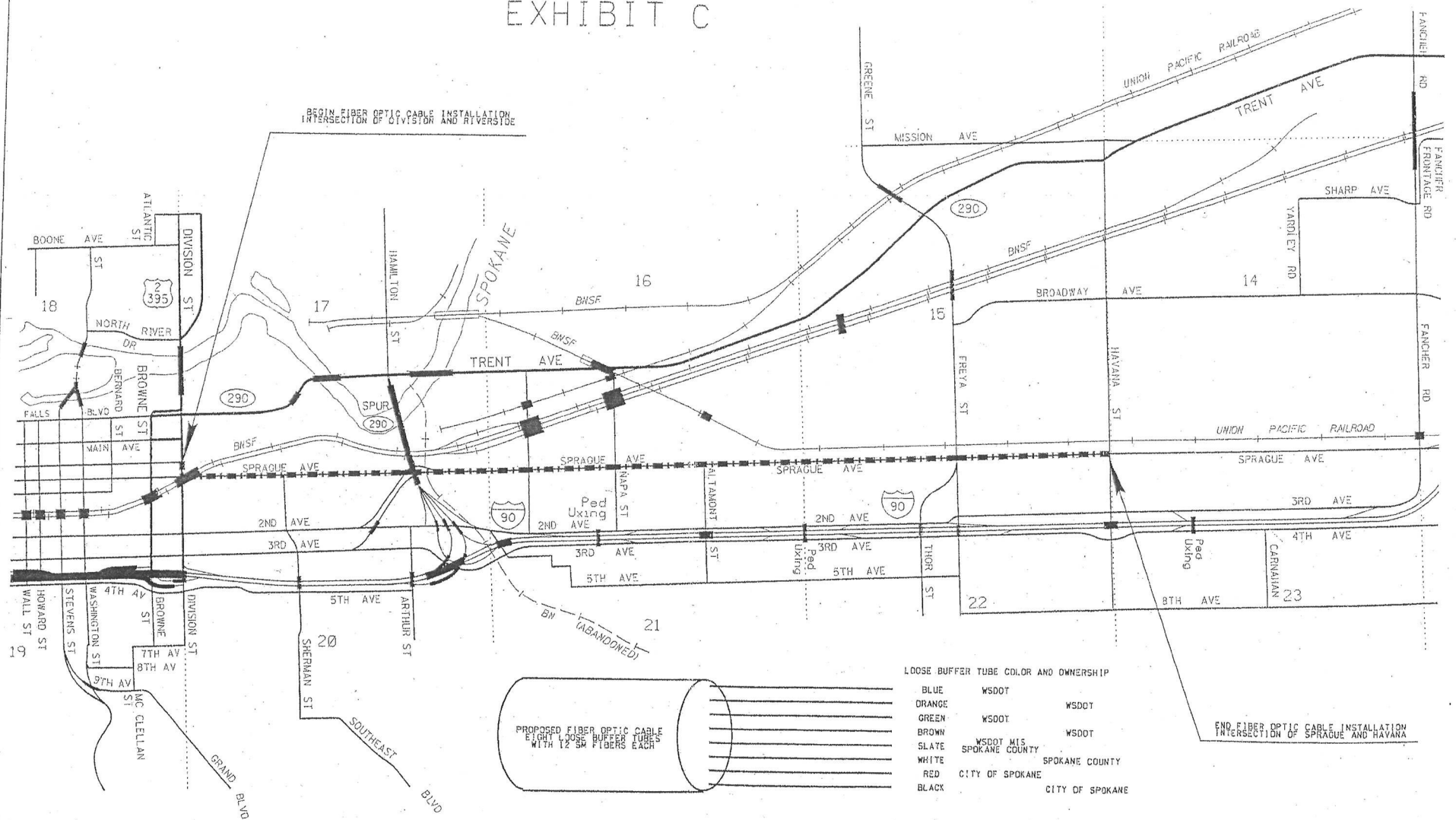
SHEETS

Exhibit C

Segment 12

Sprague Ave To 3<sup>rd</sup> on  
Freya

# EXHIBIT C



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TIME 11:44:34 AM  
DATE 07/31/2002

DESIGNED BY  
ENTERED BY  
CHECKED BY  
PROJ. ENGR.  
REGIONAL ADM.

REVISION

DATE

BY

REGION STATE  
10 WASH  
JOB NUMBER  
CONTRACT NO.  
LOCATION NO.

FED.AID PROJ.NO.

P.E. STAMP BOX

P.E. STAMP BOX

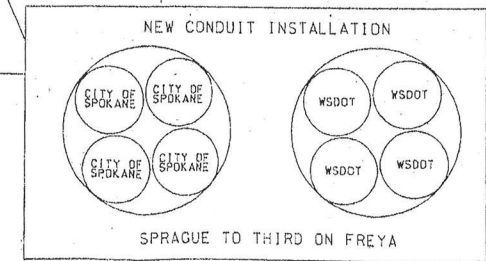
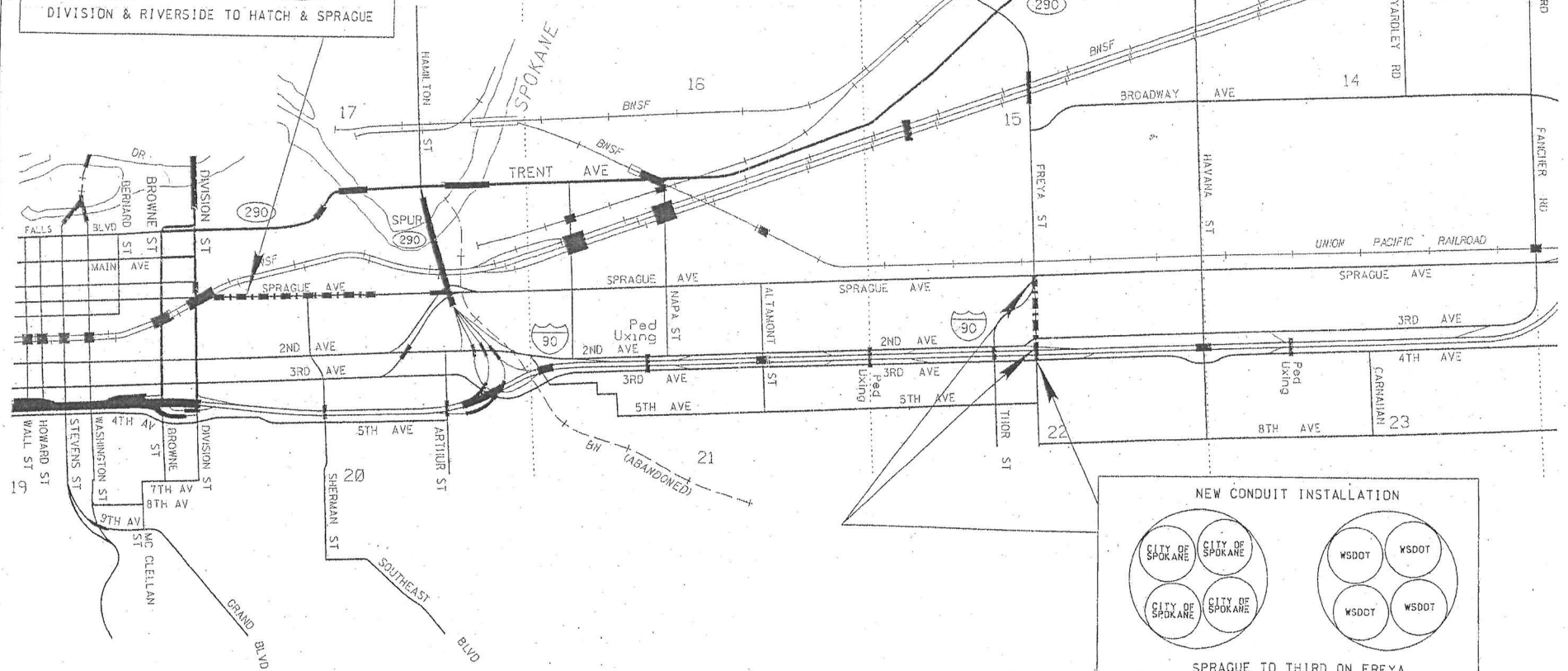
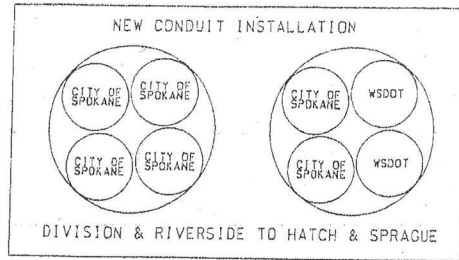
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P.015

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OF  
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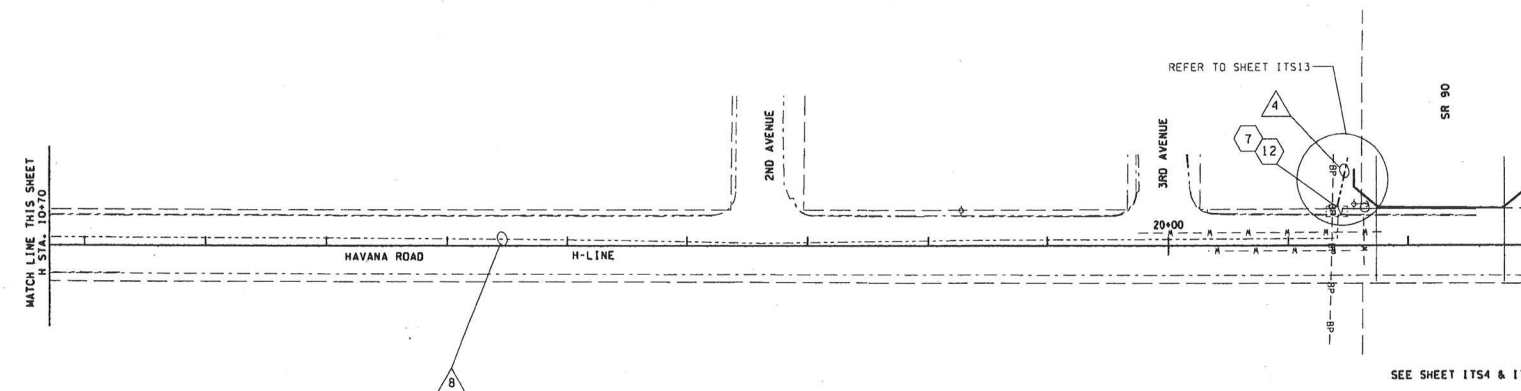
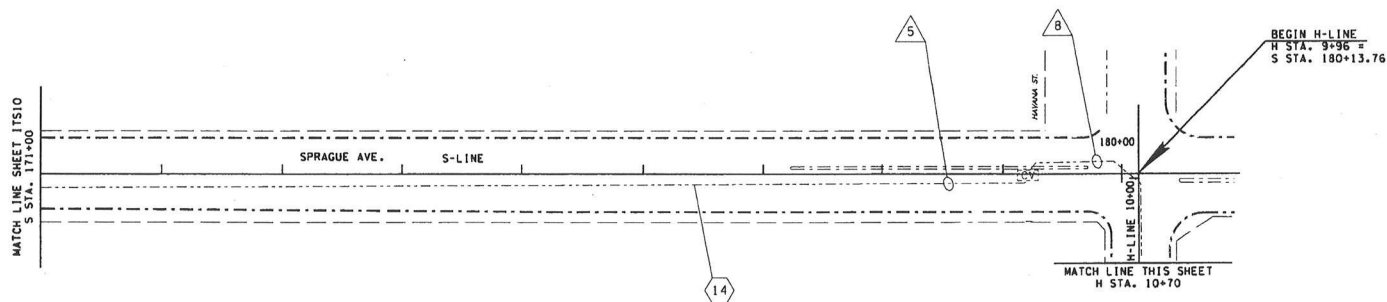
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DATE: 07/31/2002		CONTRACT NO.		LOCATION NO.				OF SHEETS	
DESIGNED BY		REVISION		DATE		BY			
ENTERED BY									
CHECKED BY									
PROJ. ENGR.									
REGIONAL ADM.									

Washington State  
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Exhibit C  
Segment 13  
Havana Rd.  
Sprague AVE to I90



SEE SHEET ITS4 & ITS28 FOR LEGENDS  
SEE SHEET ITS27 FOR WIRE NOTES  
SEE SHEET ITS28 FOR CONSTRUCTION NOTES

0 50 100  
SCALE IN FEET

FILE NAME g:\46600\Projects\ITS\195 to Sullivan\DN\PLANS\Fiber and Conduit\SRCTOARG.dgn				REGION NO. STATE		FED. AID PROJ. NO.						I-90 US 195 TO ARGONNE - ITS ITS PLAN		PLOT 13	
TIME 04:18:26 PM		10 WASH				ITS11									
DATE 03/11/2003				JOB NUMBER										SHEET 17 OF 69 SHEETS	
DESIGNED BY G. OKIHARA PE				CONTRACT NO.		LOCATION NO.									
ENTERED BY G. OKIHARA PE															
CHECKED BY A. SCHENK PE															
PROJ. ENGR. T. TREPANIER PE															
REGIONAL ADM. J. C. LENZI PE															
REVISION		DATE		BY											

# WIRE NOTES

RUN	CONDUIT	ID	CONDUCTOR	PURPOSE
1	4" PVC-MI			
	A		1-2 SM	VIDEO, VOICE AND DATA COMMUNICATION
	B,C,D		EMPTY	FUTURE
	4" PVC-MI			
	E,F,G,H		EMPTY	FUTURE
2	EX. 4" PVC-MI			
	EX. A		EX. 1-72 SM	EXISTING VIDEO
	EX. B		1-96 SM	VIDEO, VOICE AND DATA COMMUNICATION
	EX. C,D		EMPTY	FUTURE
3	EX. 4" PVC-MI			
	EX. A		EX. 1-96 SM	EXISTING VIDEO
	EX. B		1-96 SM	VIDEO, VOICE AND DATA COMMUNICATION
	EX. C,D		EMPTY	FUTURE
4	4" PVC-MI			
	A		1-96 SM	VIDEO, VOICE AND DATA COMMUNICATION
	B,C,D		EMPTY	FUTURE
	4" PVC-MI			
	E,F,G,H		EMPTY	FUTURE
5	EX. 4" PVC			
	A 1" ID		1-96 SM	VIDEO, VOICE AND DATA COMMUNICATION
	B,C,D ID			FUTURE
	EX. 4" PVC			NO WORK THIS PROJECT
6	EX. 4" PVC-MI			
	EX. A		EX. 1-72 SM	VIDEO, VOICE AND DATA COMMUNICATION
	EX. B,C,D		EMPTY	FUTURE
7	EX. 2"		EX. 1-2 SM	EXISTING VIDEO
			1-6 SM	
8	EX. 4" PVC-MI			
	EX. A		1-96 SM	VIDEO, VOICE AND DATA COMMUNICATION
	EX. B,C,D		EMPTY	FUTURE
	EX. 4" PVC-MI			
	EX. E,F,G,H		EMPTY	FUTURE
9	EX. 4" PVC-MI			
	EX. A		1-72 SM	VIDEO, VOICE AND DATA COMMUNICATION
	EX. B,C,D		EMPTY	FUTURE
	EX. 4" PVC			
	EX. E,F,G,H		EMPTY	FUTURE
10	EX. 4" PVC-MI			
	A		1-96 SM	VIDEO, VOICE AND DATA COMMUNICATION
	B,C,D		EMPTY	FUTURE
11	4" PVC-MI			
	A		1-96 SM	VIDEO, VOICE AND DATA COMMUNICATION
	B,C,D		EMPTY	FUTURE
12	EX. 2"			
	EX. 2"			
13			1-3C, 8CS	CAMERA POWER, CAMERA PTZ CONTROL
			2 RG-59	MICROWAVE COMMUNICATION, CCTV VIDEO
			3C CABLE	MICROWAVE POWER
14	EX. 2"		1-2 SM	VIDEO, VOICE AND DATA COMMUNICATION
15	EX. 2"		1-6 SM	
16	EX. 4" PVC-MI			
	EX. A		1-48 SM	
	EX. B,C,D		EMPTY	FUTURE
17	2"		1-2 SM	VIDEO, VOICE AND DATA COMMUNICATION
18	4" MI (3)			EXISTING STRUCTURE MOUNT
	A		1-2 SM	
	B,C		EMPTY	FUTURE
	4" MI (3)			
	D,E,F		EMPTY	FUTURE
19	2"		EMPTY	FUTURE
20	2"		2-#4	VMS POWER
	2"		1-VMS	VMS CONTROL CABLE

RUN	CONDUIT	ID	CONDUCTOR	PURPOSE
21	2"		2-3C	CAMERA POWER, RTMS POWER
			1-COAX	VIDEO AND CAMERA CONTROL CABLE
			8CS	4-TWP DATA COMMUNICATION
22	2"		8CS	4-TWP CAMERA CONTROL
			3C	CAMERA POWER
			8CS	4-TWP CAMERA CONTROL
			1-COAX	VIDEO
23	EX. 1 1/2"		3C	CAMERA POWER
			8CS	4-TWP CAMERA CONTROL
			1-COAX	VIDEO
24	1 1/2"		2-3C	RTMS POWER, CAMERA POWER
	1 1/2"		2-8CS, 1-COAX	RTMS DATA, CAMERA CONTROL, VIDEO
25	2"		2-3C	CAMERA POWER, RTMS POWER
			2-#6	POWER FROM SERVICE
26	2"		8CS	4-TWP DATA COMMUNICATION
			8CS	4-TWP CAMERA CONTROL
			1-COAX	VIDEO AND CAMERA CONTROL CABLE
			1-6 SM	VIDEO, VOICE AND DATA COMMUNICATION
27	2"		1-48 SM	VIDEO, VOICE AND DATA COMMUNICATION
			2-8CS, 1-COAX	RTMS DATA, CAMERA CONTROL, VIDEO
28	2"		1-2 SM	VIDEO, VOICE AND DATA COMMUNICATION
			8CS	4-TWP DATA COMMUNICATION
			8CS	4-TWP CAMERA CONTROL
			1-COAX	VIDEO AND CAMERA CONTROL CABLE
29	1"		2-#8	TO SIGN LIGHT
30	1 1/2"		2-#8	TO SIGN LIGHT
			2-#6	TO CAMERA CABINET
31	4" PVC-MI			
	A,B,C,D		EMPTY	FUTURE
32	2"		1-6 SM	VIDEO, VOICE AND DATA COMMUNICATION
			2-#6	
			EMPTY	FUTURE
33	2"		2-#4	POWER FROM SERVICE
34	2"		4-2 SM	VIDEO, VOICE AND DATA COMMUNICATION
35	2"		1-COAX, 1-CCC	VIDEO AND CAMERA CONTROL CABLE
36	2"		2-#6	CAMERA CABINET POWER
			1-#6	COMMUNICATION HUB POWER
			EMPTY	FUTURE
37	NOT USED			
38	EX. 4" PVC-MI			
	EX. A		1-72 SM	VIDEO, VOICE AND DATA COMMUNICATION
	EX. B,C,D		EMPTY	FUTURE
	EX. 4" PVC-MI			
	EX. E		1-2 SM	VIDEO, VOICE AND DATA COMMUNICATION
	EX. F,G,H		EMPTY	FUTURE
39	2"		1-6 SM	
			2-#6	
			EMPTY	FUTURE
40	EX. CONDUIT		2-#6	CAMERA CABINET POWER
			1-#6	COMMUNICATION HUB POWER
41	EX. 2"		1-COAX	VIDEO AND CAMERA CONTROL CABLE
			8CS	4-TWP DATA COMMUNICATION
			8CS	4-TWP CAMERA CONTROL
			2-3C	RTMS POWER, CAMERA POWER
42	1 1/2"		8CS	4-TWP DATA COMMUNICATION
			3C	RTMS POWER
43	EX. 7"			ABAND. WATER MAIN-INSTALL 4 EA 3 IN. 3 CELL MAXCELL
	A		1-96 SM	VIDEO, VOICE AND DATA COMMUNICATION
	B-M		EMPTY	CELLS B THROUGH M FUTURE
44	2"		1-48 SM	
	EX. 2"		1-3C, 1-8CS	VIDEO AND CAMERA CONTROL CABLE
45			1 RG-59	VIDEO DETECTION CABLES PER MANUFACT. SPECIFICATION
46	2"		2-#6	
47	EX. CONDUIT		2-#6	
48	2"		1-6 SM	

FILE NAME g:\46600N\Projects\ITS\95 to Sullivan\DCN\PLANS\Fiber and Conduit\SRCTOARG.dgn  
 TIME 04:19:01 PM  
 DATE 03/11/2003

DESIGNED BY G. OKIHARA PE  
 ENTERED BY G. OKIHARA PE  
 CHECKED BY A. SCHENK PE  
 PROJ. ENGR. T. TREPANIER PE  
 REGIONAL ADM. J. C. LENZI PE

REVISION

DATE

BY

FED. AID PROJ. NO.



Washington State  
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I-90  
 US 195 TO ARGONNE - ITS

ITS PLAN

PLOT29

ITS27

SHEET  
 33  
 OF  
 69  
 SHEETS

# CONSTRUCTION NOTES

- 1 EXISTING COHU CCTV CAMERA AND PAN TILT UNIT TO BE REMOVED BY OTHERS. (SEE SPECIAL PROVISION REMOVAL AND DELIVERY OF EXISTING ITS EQUIPMENT).
- 2 REMOVE EXISTING OPTELECOM VIDEO TRANSMITTER (SEE SPECIAL PROVISION REMOVAL AND DELIVERY OF EXISTING ITS EQUIPMENT). REPLACE WITH NEW OPTELECOM VIDEO TRANSMITTER.
- 3 EXISTING COHU CAMERA CONTROL RECIEVER IN EXISTING CAMERA CONTROL CABINET TO BE REMOVED BY OTHERS. (SEE SPECIAL PROVISION REMOVAL AND DELIVERY OF EXISTING ITS EQUIPMENT).
- 4 INSTALL NEW PELCO CCTV CAMERA AND PAN TILT UNIT PER CAMERA POLE SCHEDULE ON SHEET MD2. (SEE SPECIAL PROVISION CLOSED CIRCUIT TELEVISION SYSTEM).
- 5 INSTALL NEW CAMERA CONTROL CABINET AND FOUNDATION. SEE SHEET MD7 FOR CABINET DETAILS. SEE SHEET MD6 FOR FOUNDATION DETAILS
- 6 INSTALL NEW VMS CABINET AND FOUNDATION. SEE SHEET MD10 FOR CABINET DETAILS. SEE SHEET D6 FOR FOUNDATION DETAILS
- 7 INTERCEPT EXISTING CABLE VAULT WITH NEW CONDUIT.
- 8 INSTALL FIBER OPTIC PANEL PER SHEETS F01 TO F05. (SEE SPECIAL PROVISION MATERIALS COMMUNICATION CABLES AND INTERFACES)
- 9 TRUNKLINE SPLICE LOCATION
- 10 TERMINATE FIBER OPTIC CABLE IN PATCH PANEL PER SHEETS F01 TO F05
- 11 50 FT SLACK IN TRUNKLINE FIBER OPTIC CABLE
- 12 100 FT SLACK IN TRUNKLINE FIBER OPTIC CABLE
- 13 SPLICE DISTRIBUTION FIBER OPTIC CABLE TO EXISTING FIBER. SEE SHEET F06 TO F011 FOR DETAILS.
- 14 INSTALL 4-1" INNERDUCT IN ONE OF TWO EXISTING 4" PVC CONDUIT. SECOND OF TWO 4" PVC CONDUIT, NO WORK THIS PROJECT.
- 15 INSTALL INLINE SURGE SUPPRESSOR ON PTZ CONTROL CABLE AND COAX VIDEO CABLE IN EXISTING CAMERA CONTROL CABINET. (SEE SPECIAL PROVISION MATERIALS-CLOSED CIRCUIT TELEVISION SYSTEM)
- 16 INSTALL KBD KIT INTERFACE PER MANUFACTURER'S RECOMMENDATIONS.
- 17 REMOVE EXISTING CONDUCTORS AND/OR CABLES FROM EXISTING CONDUIT. INSTALL NEW CONDUCTORS AND/OR CABLES IN EXISTING CONDUIT.
- 18 INTERCEPT EXISTING PULL BOX WITH NEW CONDUIT.
- 19 INSTALL RTMS UNIT. SEE SHEET MD2 AND MD3. (SEE SPECIAL PROVISION MATERIALS TRAFFIC DATA ACCUMULATION SYSTEM).
- 20 INSTALL MODIFIED TYPE B SERVICE.
- 21 EXISTING TYPE D SERVICE
- 22 REMOVE EXISTING SERVICE
- 23 INSTALL COMMUNICATION HUB. SEE SHEET MD9 FOR CABINET DETAILS. SEE SHEET MD6 FOR FOUNDATION DETAILS.
- 24 EXISTING MICROWAVE VIDEO TRANSMISSION SYSTEM TO BE REMOVED BY OTHER (SEE SPECIAL PROVISION REMOVAL AND DELIVERY OF EXISTING ITS EQUIPMENT).
- 25 INSTALL CONDUIT TO EXISTING JUNCTION BOX.
- 26 REMOVE EXISTING JUNCTION BOX.
- 27 STRUCTURE MOUNT
- 28 REMOVE EXISTING TRAFFIC DATA ACCUMULATION SYSTEM. (SEE SPECIAL PROVISION REMOVAL AND DELIVERY OF EXISTING ITS EQUIPMENT).
- 29 EXISTING 1-#22-6 TP SHIELDED IN SECOND OF TWO EXISTING 4" PVC CONDUITS. NO WORK THIS PROJECT.
- 30 INTERCEPT EXISTING 1" CONDUIT.
- 31 200 FT SLACK IN 1-48 SM FIBER OPTIC CABLE
- 32 INSTALL NEW FIBER OPTIC CABINET AND FOUNDATION. SEE SHEET MD10 FOR CABINET DETAILS. SEE SHEET MD6 FOR FOUNDATION DETAILS
- 33 REPLACE EXISTING 35' POLE WITH A 25' POLE. RELOCATE EXISTING 35' POLE TO STA L 52+80. EXISTING POLE BASE MEASURES 16" BY 16". SEE DETAIL SHEET MD2.
- 34 INSTALL 35' POLE RELOCATED FROM STA D 10+00. SEE DETAIL SHEET MD2.
- 35 INSTALL RTMS ON LUMINAIRE POLE SEE SHEET MD3.
- 36 CONTRACTOR SHALL NOT DISTURB EXISTING BARRIER BERM.
- 37 ROCK EXCAVATION MAY BE REQUIRED FOR THE INSTALLATION OF THE COMMUNICATION CONDUIT SYSTEM. (SEE SPECIAL PROVISION CONDUIT).
- 38 MOUNT CAMERA ON EXISTING LUMINAIRE. EXTERNALLY MOUNT CONDUIT FOR CAMERA POWER AND PTZ CONTROL TO LUMINAIRE.
- 39 INSTALL NEMA JUNCTION BOX ON EXISTING CAMERA POLE. SEE SHEET MD2.
- 40 INSTALL 2 - 2" FLEX CONDUIT INSIDE SIGN BRIDGE FROM FOUNDATION TO VMS SIGN.
- 41 INSTALL INLET PROTECTION

## ITS Legend

EXISTING	NEW	
		TYPE 1 JUNCTION BOX
		TYPE 2 JUNCTION BOX
		TYPE 3 JUNCTION BOX
		NEMA 4X JUNCTION BOX
		SC&DI CABLE VAULT
		SC&DI PULL BOX
		TERMINAL CABINET
		COMMUNICATIONS HUB
		ELECTRICAL SERVICE CABINET
		CCTV CAMERA
----	----	CONDUIT
		HAR CONTROLLER CABINET
		CCTV CONTROL CABINET
		TRANSFORMER CABINET
		HAR TRANSMITTER
		UTILITY POLE
		VIDEO DETECTION CAMERA
		REMOTE TRAFFIC MICROWAVE SENSOR
		MICROWAVE ANTENNAE
—OP— —OP— —OP— —OP—		OVERHEAD POWER
		VMS CONTROL CABINET
		VMS SIGN

FILE NAME g:\466001\Projects\ITS\95 to Sullivan\DGN\PLANS\Fiber and Conduit\SRCTOARG.dgn		REGION STATE 10 WASH		FED.AID PROJ.NO.		Washington State Department of Transportation	I-90 US 195 TO ARGONNE - ITS	ITS PLAN	PLOT 30 ITS28 SHEET 34 69 SHEETS
TIME 04:36:46 PM	DATE 03/20/2003	JOB NUMBER	CONTRACT NO.	LOCATION NO.					
DESIGNED BY G. OKIHARA PE	ENTERED BY G. OKIHARA PE	CHECKED BY A. SCHENK PE	PROJ. ENGR. T. TREPANIER PE	REGIONAL ADM. J. C. LENZI PE	REVISION	DATE	BY		



**EXHIBIT D**  
**Interagency Agreement Contact Information**

WSDOT Contract Number: GMB 1084

Effective Date: \_\_\_\_\_

Washington State Department of Transportation

*Only the Contract Signature Authority identified below is authorized to bind WSDOT.*

Contract Signature Authority	Mike Gribner, Regional Administrator Washington State Department of Transportation, Eastern Region 2714 N. Mayfair St. Spokane, WA 99207-2050 (509) 324-6010
Contract Manager:	Glenn Wagemann, Traffic Engineer Department of Transportation 2714 N. Mayfair Street Spokane, WA 99207-2050 (509) 324-6550 WAGEMAG@wsdot.wa.gov
Technical Contact 1:	Doug Rice, Signal Electrician Department of Transportation 2714 N. Mayfair Street Spokane, WA 99207-2050 (509) 323-8474 RiceDG@wsdot.wa.gov
Technical Contact 2:	David Brinkley, Transportation Electronics Supervisor Department of Transportation 2714 N. Mayfair Street Spokane, WA 99207-2050 (509) 323-8475 BRINKLD@wsdot.wa.gov
Technical Contact 3:	Ken Heale, Traffic Management & Electronics Manager Department of Transportation 2714 N. Mayfair Street Spokane, WA 99207-2050 (509) 323-8490 Healek@wsdot.wa.gov



Invoicing Contact:	Jeff Potesky, Financial Services Manager Department of Transportation 2714 N. Mayfair Street Spokane, WA 99207-2050 (509) 324-6030 Poteskj@wsdot.wa.gov
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City of Spokane

Contract Signature Authority 1:	Mike Sloon, IT Manager 808 W Spokane Falls Blvd Spokane, WA 99201 (509) 625.6455 msloon@spokanecity.org
Contract Signature Authority 2:	Gary Kaesemeyer, Street Department Director 901 N. Nelson Spokane, WA 99202 (509) 232-8810 gkaesemeyer@spokanecity.org
Contract Manager 1:	Joan Hamilton, Administration Manager 808 W Spokane Falls Blvd Spokane, WA 99201 (509) 625.6487 jhamilton@spokanecity.org
Contract Manager 2:	Val Melvin, Senior Traffic Engineer, Signal Operations 901 N. Nelson Spokane, WA 99202 (509) 232-8804 vmelvin@spokanecity.org
Technical Lead 1:	Scott Stipe, Network Infrastructure 808 W Spokane Falls Blvd Spokane, WA 99201 (509) 625.6472 sstipe@spokanecity.org
Technical Lead 2:	Bob Horrocks, Signal and Lighting Foreman 901 N. Nelson Spokane, WA 99202 (509) 232.8814 bhorrocks@spokanecity.org
Contract Administrator 1:	Joan Hamilton, Administration Manager 808 W Spokane Falls Blvd Spokane, WA 99201 (509) 625.6487 jhamilton@spokanecity.org
Contract Administrator 2:	Val Melvin, Senior Traffic Engineer, Signal Operations 901 N. Nelson Spokane, WA 99202 (509) 232-8804 vmelvin@spokanecity.org

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

04/30/2018

<u>Date Rec'd</u>	4/18/2018
<u>Clerk's File #</u>	OPR 2018-0255
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID PAINE 625-6878	<u>Project #</u>	
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 19293
<u>Agenda Item Name</u>	4490-DEVELOPMENT OF A WTE CONTINUATION OF OPERATION PLAN		

Agenda Wording

Contract to develop a contingency plan to continue operations in the event of a catastrophic failure at the Waste to Energy Facility. Cost of the project is \$64,449.00 with a draft plan delivered in August of 2018.

Summary (Background)

The City of Spokane is developing a Continuation of Operation Plan (COOP) for each department. The Waste to Energy Facility is essential for the continuous disposal of municipal solid waste for the City and the greater Spokane County region. Assistance has been requested from HDR in developing this plan, focusing on the potential emergency situation where the facility is partially or totally inoperable and how to still keep all essential functions of the facility running.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	YES		
Expense	\$	\$64,449.00		#	4490-44100-37148-54201
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		CONKLIN, CHUCK		<u>Study Session</u>	
<u>Division Director</u>		SIMMONS, SCOTT M.		<u>Other</u>	
<u>Finance</u>		CLINE, ANGELA		<u>Distribution List</u>	
<u>Legal</u>		ODLE, MARI		mdorgan@spokanecity.org	
<u>For the Mayor</u>		DUNIVANT, TIMOTHY		jsalstrom@spokanecity.org	
Additional Approvals			tprince@spokanecity.org		
<u>Purchasing</u>		greta.gilman@hdrinc.com			



**OPR 2018-0255**

**No Contract available at time of Packet creation.**

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Facilitation of the development of a scenario based Emergency Action Plan (EAP) in support of the development of the WTEF Continuation of Operation Plan (COOP)
<b>Date:</b>	
<b>Contact (email &amp; phone):</b>	David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Chuck Conklin
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	1. Safety and Health 2. Sustainable Resources
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Submit a Draft Plan August, 2018 for consideration (Cost \$64,449.00) to the Waste to Energy Facility
<b>Background/History:</b>  The City of Spokane is developing a Continuation of Operation Plan (COOP) for each department. The Waste to Energy Facility (WTEF) is essential for the continuous disposal of municipal solid waste for the City and the greater Spokane County region. Assistance has been requested from HDR in developing this plan, focusing on the potential emergency situation where the facility is partially or totally inoperable. Recently, two other WTE facilities experienced fires; the Montgomery County, Maryland (December 2016) and the Fairfax County, Virginia (February 2017) facilities. HDR assisted in reviewing the impact of the Montgomery County WTE fire on behalf of that County.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The purpose of the COOP is to ensure essential City functions and facilities continue to operate across a wide range of potential emergencies. HDR is assisting the City in the development of the COOP Plan</li> <li>HDR assisted in reviewing the impact of the Montgomery County, MD WTE fire on behalf of that County</li> <li>Three proposed scenarios will be evaluated as part of this Plan:           <ol style="list-style-type: none"> <li>The WTE facility cannot combust waste, but can still use the tipping floor and cranes so the facility could act as a transfer station</li> <li>The WTE facility cannot combust waste and cannot use the cranes, but can still use the tipping floor as a transfer station</li> <li>The WTE facility is completely unusable</li> </ol> </li> <li>HDR will provide the WTEF with a Draft Plan that will address the three scenario's</li> <li>Cost for this plan is \$64,449.00</li> <li>HDR will deliver the draft for consideration by mid-August, 2018</li> </ul>	

Operations Impact:

Consistent with current operations/policy?

☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy?

☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:

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# SCOPE OF SERVICES

## Background

The City of Spokane (City) owns and operates a Waste to Energy (WTE) facility located at 2900 South Geiger Boulevard. This facility combusts municipal solid waste (MSW) and recovers energy in the form of electricity. Approximately 800 tons of MSW are processed each day and 22 megawatts of electricity are generated. Most of the electricity is sold to Avista Utilities.

The WTE facility receives MSW 7:30 am to 5:00 pm seven days per week but is closed for major holidays. The facility processes waste 24 hours per day, seven days per week, subject to scheduled and unscheduled outages.

The WTE facility services the City and the greater Spokane County region. Other key waste management facilities serving the region include:

- North County Transfer Station (owned by the County and operated by Waste Connections of Washington, Inc.)
- Valley Transfer Station (owned by the County and operated by Waste Connections of Washington, Inc.)
- Spokane Valley Transfer Station (owned and operated by Sunshine Disposal & Recycling)
- Northside Landfill (NSLF, owned and operated by the City)
- Graham Road Recycling and Disposal Facility (owned and operated by Waste Management of Washington, Inc.)
- BNSF Parkwater Intermodal Yard (owned and operated by BNSF Railway)
- Roosevelt Regional Landfill (owned and operated by Republic Services)

Construction commenced on the facility in 1989. The facility was constructed and initially operated by Wheelabrator Spokane. Operations commenced in 1991. The City's Solid Waste Disposal Department took over the WTE facility operations in 2014 to reduce costs and ensure ongoing efficient operations.

The Solid Waste Disposal Department provides other essential City services including: residential curbside collection of garbage, food and yard waste, and recycling; commercial collection of garbage and recycling; construction and demolition debris management; composting; and special waste management.

The City is currently in the process of developing a City-wide Continuity of Operations Plan (COOP). The purpose of the COOP is to ensure essential City functions and facilities continue to operate across a wide range of potential emergencies. HDR is assisting the City in the development of the COOP Plan.

The City is also in the process of engaging HDR to conduct a Biosolids Incineration Feasibility Study. One potential study outcome is that biosolids may be directed to the WTE facility in the future.

The WTE facility is one of the City's essential facilities. The City has requested HDR's assistance in developing a Contingency Operations Plan (Plan) for the WTE facility focusing on the potential emergency situation where the facility is partially or totally out of operation. Recently, two other WTE facilities experienced fires: the Montgomery County, Maryland (December 2016) and the Fairfax County, Virginia (February 2017) facilities. HDR assisted in reviewing the impact of the Montgomery County WTE fire on behalf of that County.

Three proposed scenarios will be evaluated as part of this Plan:



- 
1. The WTE facility cannot combust waste, but can still use the tipping floor and cranes so the facility could act as a transfer station.
  2. The WTE facility cannot combust waste and cannot use the cranes, but can still use the tipping floor as a transfer station.
  3. The WTE facility is completely unusable.

## Acronyms

COOP – Continuity of Operations Plan

MSW – Municipal Solid Waste

NSLF – Northside Landfill

NTP – Notice to Proceed

WTE – Waste to Energy

## Scope of Services

### Overall Assumptions

1. HDR will evaluate three scenarios regarding a potential loss of functionality at the WTE facility.
2. The draft and final Contingency Operations Plan (Plan) will be provided in digital format in Microsoft Word and PDF.
3. The information review, interviews, meetings, and site visits required to perform tasks will be coordinated and combined to reduce travel cost impacts on the project.
4. All project communications will be arranged through the HDR project manager and City project manager. Communications not arranged in this way will be considered informal.

## Task 100 Project Management

### Objective

The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

### HDR Services

1. Prepare an internal Project Management Plan (Project Guide) outlining the project scope, team organization, schedule and communications information.
2. Coordinate and manage the project team.
3. Prepare monthly status reports describing the following:
  - A. Services completed during the month
  - B. Services planned for the next month
  - C. Needs for additional information
  - D. Scope/schedule/budget issues

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#### E. Schedule update and financial status summary

4. Prepare monthly invoices formatted in accordance with contract terms.
5. Project Manager will participate in monthly project management conference calls with the client Project Manager to review project scope, schedule and budget issues.

### **Client Responsibilities**

1. Participate in project management meetings.
2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.

### **Assumptions**

1. The project duration will be approximately three months.
2. One project management conference call will be held per month with one hour of project manager time required for each meeting preparation, attendance, follow-up, and notes.
3. Invoices will be in HDR's standard invoice format.
4. Expense backup will not be provided with invoices but will be available for review upon request.

### **Deliverables**

1. Scope of services, schedule (project milestones), and budget (PDF file).
2. Monthly reports and invoices (one copy e-mailed PDF file)
3. Monthly project schedule and budget updates.
4. Project management meeting agenda and notes (e-mailed PDF files).

## **Task 200            Kickoff, Site Visits and Initial Stakeholder Facilitation Meeting**

### **Objective**

- Confirm the scope, schedule, deliverable and communication protocols for the project.
- Develop an understanding of the unique layout, equipment and operation of the WTE facility and its ability to function as a transfer station when operating with reduced capabilities.
- Meet with the stakeholders (to be confirmed by the City and invited by the City); possibly including the following:
  - City Solid Waste Disposal Department
  - Spokane County
  - Waste Connections of Washington, Inc.
  - Sunshine Disposal & Recycling
  - Other local solid waste haulers

- 
- BNSF Railway
    - Republic Services
  - Define current responsibilities and capabilities of each stakeholder and/or stakeholder's facilities:
    - Function
    - Capacity
    - Personnel
    - Numbers and types of waste collection trucks, tractors, containers and transfer trailers
    - Numbers and types of heavy equipment (e.g. loaders, excavators)
    - Facilities that could be used in an emergency (e.g. transfer stations, landfills, organics storage and processing; and truck yards)
  - Identify and discuss stakeholder concerns, including:
    - Their own contingency plans, if available
    - Liability
    - Safety
    - Costs
    - Contracts

## **HDR Services**

### **1. Initial Data Requests**

- A. HDR will work with the City to create a list of data and information needed prior to the kickoff meeting. Upon receiving the Notice to Proceed (NTP), HDR will develop and submit a formal information request to prepare for the site visits and to gather information and data helpful for the feasibility study.
- B. The information request will be issued within three business days after NTP.
- C. The data request will include various reports and records for the facilities, including but not limited to:
  - i. WTE facility permit
  - ii. WTE facility emergency response plan(s)
  - iii. Other City COOP and emergency response plans, practices and resources
  - iv. WTE facility drawings (e.g. site plans, tipping floor details, pit details, in AutoCAD if possible)
  - v. WTE facility equipment list
  - vi. NSLF permit
  - vii. Other permits including the BNSF Parkwater Intermodal Yard, the Sunshine Spokane Valley Transfer Station, and the Graham Road Recycling and Disposal Facility
  - viii. Equipment lists for the County's transfer stations

- 
- ix. Waste disposal contracts
  - x. By-pass waste hauling and disposal contracts
  - xi. Ash hauling and disposal contracts
  - xii. Interlocal-agreement(s) between the City and the County or other cities
  - xiii. Key contacts of each stakeholder including name, title, responsibility, telephone/cellphone numbers, and email addresses
2. Kickoff meeting, Site Visits, and Initial Stakeholder Facilitation Meeting
- A. HDR will attend a kickoff meeting and conduct site visits including, if possible, the WTE facility, NSLF, North County Transfer Station, Valley Transfer Station, BNSF Parkwater Intermodal Yard, and, if possible, the Sunshine Spokane Valley Transfer Station and the Graham Road Recycling and Disposal Facility. It is expected the kickoff meeting and site visits will take two and one-half days to complete.
  - B. The kickoff meeting will include a discussion of initial data requests and identification of key personnel to interface with HDR during the project. HDR and the City will confirm the scope, schedule, deliverable and communication protocols for the project. Notes to document the kickoff meeting will be taken by HDR and distributed for review and comment prior to finalization.
  - C. At the site visits the tour will address:
    - i. Facility overview
    - ii. Waste handling procedures and capabilities
    - iii. Available processing capacity and current throughput
    - iv. Transport trucks and processes
    - v. Key personnel
    - vi. Communication processes
  - D. Discussions with appropriate personnel at each respective facility will include potential approaches and associated limitations for each site addressing space and equipment constraints for storing, managing, and processing, and transporting MSW.
  - E. HDR will take photographs at each facility to help document observations and for inclusion in the final report.
  - F. Discussion at each facility of planned future capital improvements and other facility modifications which may impact future MSW management
  - G. After the kickoff meeting and site visits, HDR will attend an initial stakeholder meeting. The initial stakeholder meeting will seek to define current responsibilities and capabilities of each stakeholder and stakeholder's facilities and identify and discuss stakeholder concerns. HDR will lead and facilitate discussions during the stakeholder meeting. Notes to document the stakeholder meeting will be taken by HDR and distributed for review and comment prior to finalization. It is expected the stakeholder meeting will be no longer than four hours.

## Client Responsibilities

1. The City will work with stakeholders to provide requested information to the extent possible. It is intended that much if not all of the requested data will be provided at least a week prior to the kickoff meeting to allow for review and preparation.

- 
2. Provide requested information to HDR in a timely manner with documentation organized in a manner that facilitates HDR's review.
  3. Arrange site visits and meeting locations/arrangements as described above.
  4. Make appropriate City personnel available throughout the project for meetings and conference calls with HDR to discuss facility operations and any clarifications not fully addressed during facility tours.
  5. Identify and contact the specific stakeholders to participate in the project.
  6. Invite the stakeholders to the initial stakeholder meeting and provide the meeting location/arrangements.

### **Assumptions**

1. The kickoff meeting will include tours of the WTE facility and other key waste management facilities. Travel to Spokane will be required for two HDR personnel. Travelling personnel will arrive the night prior to the kickoff meeting and site tours.
2. Available data will be considered representative unless there is reason to believe otherwise. For information not readily available assumptions will be based on information from other similar facilities, knowledgeable sources and engineering judgment.
3. HDR will be allowed to take photographs throughout the facilities to document facility arrangements.
4. The kickoff meeting, site visits, and stakeholder meeting will be conducted during two consecutive days.

### **Deliverables**

5. HDR will provide the City with the initial information request in advance the kickoff meeting.
6. HDR will provide draft and final kickoff meeting notes in electronic format.
7. HDR will provide draft and final stakeholder meeting notes in electronic format.

## **Task 300      Preparation of Draft Contingency Operations Plan (Plan)**

### **Objective**

This task is to prepare a draft Contingency Operations Plan (Plan) for the WTE facility in the event of a fire or other event that renders the WTE facility fully or partially inoperable. The Plan is intended to reduce or mitigate disruptions to the acceptance, transfer and disposal of MSW and clean green waste during a potential WTE facility failure/emergency.

The Plan will be developed on the basis of three proposed scenarios:

1. The WTE facility cannot combust waste, but can still use the tipping floor and cranes so the facility could act as a transfer station;
2. The WTE facility cannot combust waste and cannot use the cranes, but can still use the tipping floor as a transfer station; and,
3. The WTE facility is completely unusable.

The Plan will provide a plan of action that can be implemented during emergencies, such as a facility fire, and will include implementation procedures in three stages:

- 
1. Activation (initial activities within the first 24 hours)
  2. Alternate Facility Operations (24 hours to termination of Plan operations)
  3. Reconstitution (termination of Plan operations to resumption of normal operations)

It is expected that the Plan will be developed to address these planning elements:

- Planning Requirements
- Essential Functions
- Communications
- Order of Succession and Delegation of Authority
- Vital Systems, Equipment and Procedures
- Alternate Facilities
- Vital Records/Databases

### **HDR Services**

1. HDR will utilize information obtained from prior tasks to develop a draft Plan that will meet the objectives listed above.
2. The draft Plan will be delivered to the City in an electronic format.
3. It is assumed the City will need a two-week period to review the draft Plan and provide input to HDR on the draft.
4. This task includes one conference call up to two hours in duration to review City comments and questions.
5. HDR will incorporate comments and information received on the draft Plan and will produce a revised draft Plan.
6. This revised draft Plan will be delivered to the City in an electronic format.

### **Client Responsibilities**

1. Review draft technical Plan and provide consolidated comments within two weeks of receipt of draft Plan.
2. Participate in a conference call with HDR to review draft Plan.

### **Assumptions**

1. Emergency response planning is not included. This Plan is strictly focused on the flow and handling of MSW.
2. The draft and revised draft Plan will be delivered to the City in an electronic format.

### **Deliverables**

1. Draft Plan
2. Revised Draft Plan

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## **Task 400**      ***Presentation of Draft Plan to Stakeholders via Web-Based Meeting (Optional)***

### **Objective**

The objective of this task is to present the revised draft Plan to Stakeholders in a web-based meeting, answer questions, and receive initial feedback.

### **HDR Services**

1. HDR will present the revised draft Plan to stakeholders via a web-based meeting.
2. A PowerPoint will be developed, as needed, to assist in the presentation of the draft COOP.
3. Handouts will also be developed, as needed.
4. HDR will remotely lead and facilitate discussions during the stakeholder meeting.
5. Notes to document the stakeholder meeting will be taken by HDR and distributed for review and comment prior to finalization.
6. It is expected the stakeholder meeting will be no longer than four hours.

### **Client Responsibilities**

1. Invite the stakeholders to the initial stakeholder meeting and provide the meeting location/arrangements.
2. Work with HDR staff to make arrangements for the web-based meeting.

### **Assumptions**

1. The web-based meeting to present the revised draft Plan will take no longer than four hours.

### **Deliverables**

1. HDR will provide a PowerPoint or equivalent presentation for the revised draft Plan, including handouts as appropriate.
2. HDR will provide draft and final stakeholder meeting notes in electronic format.

## **Task 500**      **Preparation of Final Plan**

### **Objective**

Based on feedback obtained from the presentation of the revised draft Plan to stakeholders, HDR will produce a final Plan.

### **HDR Services**

1. HDR will incorporate comments and information received from the presentation of the revised draft Plan to stakeholders and produce a final draft Plan.
2. The final draft Plan will be delivered to the City in an electronic format.
3. It is assumed the City will need a two-week period to review the final draft Plan and provide input to HDR on the draft.



- 
4. This task includes one conference call up to two hours in duration to review City comments and questions.
  5. HDR will incorporate comments and information received on the final draft Plan and will produce a final Plan.
  6. This final Plan will be delivered to the City in an electronic format.

### **Client Responsibilities**

1. Review draft technical Plan and provide consolidated comments within two weeks of receipt of draft Plan.
2. Participate in a conference call with HDR to review draft Plan.

### **Assumptions**

1. The draft and revised draft Plan will be delivered to the City in an electronic format.

### **Deliverables**

1. Draft Plan
2. Revised Draft Plan

## **Task 600      Additional Web-Based Stakeholder Meeting (Optional)**

### **Objective**

*Additional stakeholder meetings may be deemed necessary for the successful development of the Plan. This task will provide for an additional web-based stakeholder meeting.*

### **HDR Services**

1. *HDR will remotely lead and facilitate discussions during the stakeholder meeting.*
2. *Notes to document the stakeholder meeting will be taken by HDR and distributed for review and comment prior to finalization.*
3. *It is expected the web-based stakeholder meeting will be no longer than four hours.*

### **Client Responsibilities**

1. *Invite the stakeholders to the initial stakeholder meeting and provide the meeting location/arrangements.*
2. *Work with HDR staff to make arrangements for the web-based meeting.*

### **Assumptions**

1. *The web-based stakeholder meeting will take no longer than four hours.*

### **Deliverables**

1. *HDR will provide draft and final stakeholder meeting notes in electronic format.*



---

## Schedule

Milestones	Date
NTP	May 7, 2018
Data request submitted	May 10, 2018
Data received week prior to Kickoff meeting	May 22, 2018
Task 200 – Kickoff Meeting, Site Visits, and Initial Stakeholder Meeting	June 4, 2018
Task 300 – Preparation of Draft Plan	June 29, 2018
Task 500 – Preparation of Final Plan	August 3, 2018

The schedule assumes Optional Tasks 400 and 600 will not be completed. If these tasks are performed, the schedule may need to be adjusted to allow for incorporation of additional stakeholder input.

## Fee

	Total Project
Base Scope of Work	\$52,813
<i>OPTIONAL Task 400 – Presentation of Draft Plan to Stakeholders via Web-Based Meeting</i>	\$5,818
<i>OPTIONAL Task 600 – Additional Web-Based Stakeholder Meeting</i>	\$5,818

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

04/30/2018

<u>Date Rec'd</u>	4/18/2018
<u>Clerk's File #</u>	OPR 2018-0256
<u>Renews #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	ALI BRAST 625-6638	<u>Project #</u>	
<u>Contact E-Mail</u>	ABRAST@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	4700 - MULTI FAMILY HOUSING FOR 1534 EAST 7TH AVENUE		

**Agenda Wording**

Multiple Family Housing Property Tax Exemption Agreement with Jerry McNairy for one multi-family building with four units located at 1534 East 7th Avenue, Parcel Number 35213.2001.

**Summary (Background)**

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	BECKER, KRIS	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	KINDER, DAWN	<b><u>Other</u></b>	Urban Experience Committee 4/9/18
<b><u>Finance</u></b>	BUSTOS, KIM	<u>Distribution List</u>	
<b><u>Legal</u></b>	DALTON, PAT	abrast@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	sbishop@spokanecity.org	
<u>Additional Approvals</u>		kbecker@spokanecity.org	
<b><u>Purchasing</u></b>			

# Briefing Paper

## Urban Experience Committee

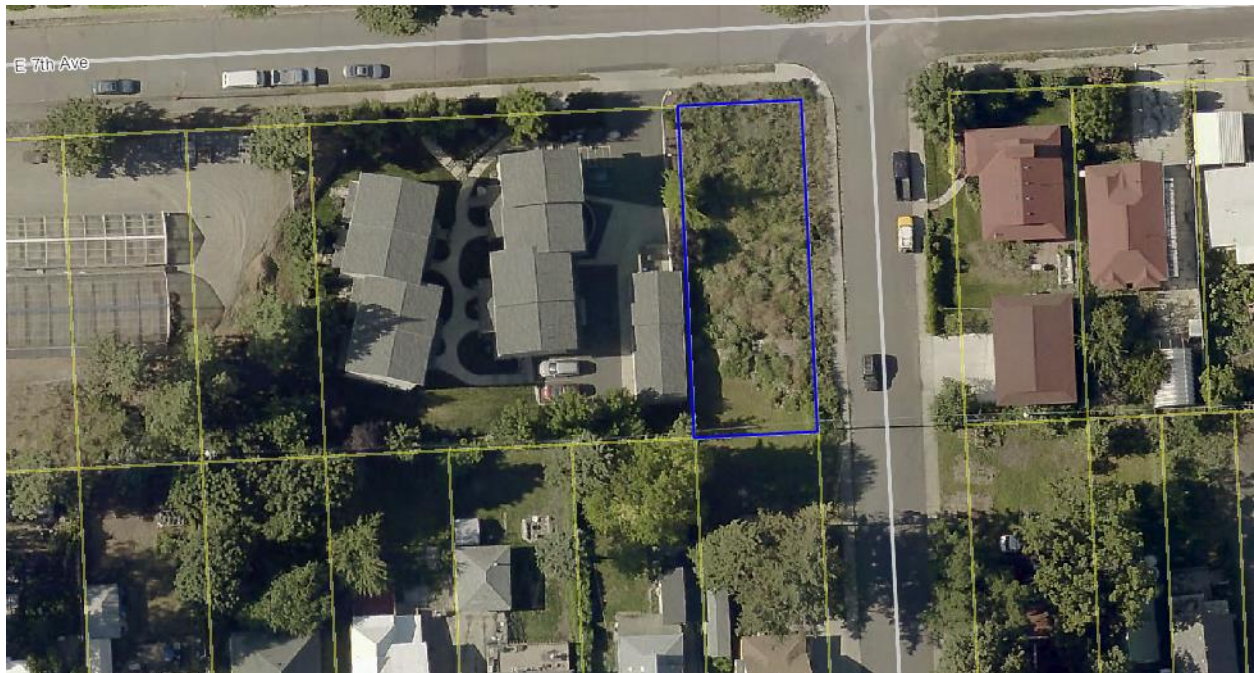
<b>Division &amp; Department:</b>	Development Services Center
<b>Subject:</b>	MFTE Conditional Contract
<b>Date:</b>	April 9 <sup>th</sup> , 2018
<b>Contact (email &amp; phone):</b>	Ali Brast ( <a href="mailto:abrast@spokanecity.org">abrast@spokanecity.org</a> , 625-6638)
<b>City Council Sponsor:</b>	TBD
<b>Executive Sponsor:</b>	Dawn Kinder
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p><b>Background/History:</b> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>Applicant applying for a conditional contract for a 4-unit townhome building on the southwest corner of 7<sup>th</sup> and Helena at 1534 E 7<sup>th</sup> Ave.</li> <li>Property is zoned Residential Multi-Family, so the use is allowed. Directly to the South is single family zoning.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

### Tax Abatement Information:

#### **2017 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator**

Project Name:	Perry District Complex
Enter number of units in the project	4
<b>*Average Property Value Exempt per unit</b>	<b>\$121,094</b>
<b>Estimated City Property Tax forgone annually per unit</b>	<b>\$208.28</b>
Estimated Property Tax saved per project annually	\$6,587.53
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemptio	\$79,050
<b>Estimated City Tax forgone during the term of exemption</b>	<b>\$2,499</b>
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
<i>*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments</i>	

### Site Map:



MULTIPLE FAMILY HOUSING PROPERTY  
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Jerry McNairy, as "Owner" whose business address is 2408 South Morrill Court, Spokane, WA 99223.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

LOT 1 IN BLOCK 11 OF LIBERTY PARK ADDITION AS PER PLAT THEREOF  
RECORDED IN VOLUME "C" OF PLATS, PAGE 28; SITUATE IN THE CITY OF  
SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON

Assessor's Parcel Number(s) 35213.2001, commonly known as 1534 East 7th Avenue.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall

fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately four new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:



(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be

given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this 26 day of March, 2018

CITY OF SPOKANE

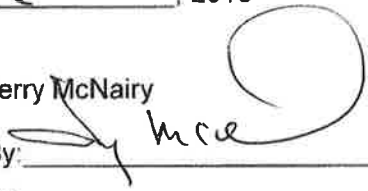
By: \_\_\_\_\_

Mayor, David A. Condon

Attest:

\_\_\_\_\_  
City Clerk

Jerry McNairy

By: 

Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 2018.

Notary Public in and for the State  
of Washington, residing at Spokane

My commission expires \_\_\_\_\_

County of Spokane

On this 26 day of March, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Jerry McNairy, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26 day of march, 2018.



Christine Schuler

Notary Public in and for the State  
of Washington, residing at Spokane

My commission expires Jan. 2, 2021

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

04/30/2018

Date Rec'd

3/15/2018

Clerk's File #

ORD C35613

Renews #Submitting Dept

PARKS &amp; RECREATION

Cross Ref #Contact Name/Phone

MARK BUENING 625-6544

Project #Contact E-Mail

MBUENING@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

1400 SBO - TRANSFER FUNDS FROM PARKS UNAPPROPRIATED RESERVES

Agenda Wording

An SBO to create a Major Equipment and Repair Reserve in fund 1950 Parks Cumulative Reserve Fund.

Summary (Background)

It was determined by the Park Board that a sum should be reserved for the repair and replacement of items of equipment with a significant dollar value and necessary for the functioning of Parks facilities. The policy establishing the guidelines for the use of these funds was passed by the Park Board in January. This SBO establishes the budget authority to transfer excess fund balance to 1950; and also creates the budget authority in 1950 to expend the funds if necessary.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 300,000

# 1400-99999-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CONLEY, JASON K.

Study SessionDivision Director

EADIE, LEROY

OtherFinance Committee -  
04/16Finance

BUENING, MARK

Distribution ListLegal

DALTON, PAT

pclarke@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

parksaccounting@spokanecity.org

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM

ORDINANCE NO C35613

An ordinance amending Ordinance No. C-35565, passed the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Park and Recreation Fund and the Park Cumulative Reserve Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Park and Recreation Fund, and the budget annexed thereto with reference to the Park and Recreation Fund, the following changes be made:

FROM:	1400-99999 99999-	Park and Recreation Fund Unappropriated Reserves	<u>\$300,000</u>
TO:	1400-30210 97118-80101	Park and Recreation Fund Transfer to Park Cumulative Reserve Fund	<u>\$300,000</u>

Section 2. That in the budget of the Park Cumulative Reserve Fund, and the budget annexed thereto with reference to the Park Cumulative Reserve Fund, the following changes be made:

FROM:	1950-54920 94000-39724	Park Cumulative Reserve Fund Transfer fm. Parks and Recreation	<u>\$300,000</u>
TO:	1950-54920 94000-56401	Park Cumulative Reserve Fund Machinery / Equipment	<u>\$300,000</u>

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for an Emergency Repair and Replacement Reserve, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

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Mayor

---

Date

---

Effective Date

**BRIEFING PAPER**  
**City of Spokane**  
**Finance Committee**  
**Monday, April 16, 2018**

---

**Subject**

An SBO to transfer funds from Fund 1400 the Parks Fund, to Fund 1950 the Parks Cumulative Reserve Fund, to establish a reserve for the repair and replacement of major equipment necessary for the operation of Parks facilities.

**Background**

It is recognized that many Parks and Recreation facilities rely on very expensive items of equipment such as pumps, compressors, etc. for the provision of services to the public. This SBO provides the budget authority to transfer funds from Fund 1400 to 1950, and also provides the expenditure authority in 1950 for the repair and replacement of this equipment if necessary.

The Park Board passed the policy for the establishment of the Major Repair and Replacement Reserve in January of 2018. In brief, the policy provides for the following types of expenditures from this reserve account:

- Expenditures must be for the repair and/or replacement of significant mechanical capital assets; specifically excluding vehicles, trailers, maintenance equipment or any other capital asset for which there is another specific reserve account in the Parks Cumulative Reserve Fund (Fund 1950).
- Intended uses for this reserve would be items including, but not necessarily limited to, pumps, compressors, boilers, or other costly pieces of equipment required to keep a Park facility or program in operation.
- Funds cannot be used for new equipment and must be used for the repair or replacement of failed, or near-failing mechanical equipment.

**Impact**

Passage of the SBO will provide the funds to establish this reserve account in Fund 1950.

**Action**

Recommendation is for passage of this ordinance.

**Funding**

Funds are from unencumbered fund balance of Fund 1400 The Parks and Recreation Fund.



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

04/30/2018

Date Rec'd

4/2/2018

Clerk's File #

ORD C35614

Renews #Submitting Dept

PARKS &amp; RECREATION

Cross Ref #Contact Name/Phone

GARRETT JONES 363-5462

Project #Contact E-Mail

GJONES@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

1400 SBO - PARKS PLANNING TECHNICIAN

Agenda Wording

This budget ordinance requests appropriations be made to the Parks and Recreation Fund. This request arises from the need to establish a FTE Parks Planning Technician.

Summary (Background)

From March 2016 to present, a project employee has assisted with the administration of the Riverfront Park construction project. This project position has been extended to its maximum of two years. Civil Service has created a new job classification, Parks Planning Technician, in order to fulfill this FTE position. This SBO creates the FTE position and moves funding from the Project Employee line to the FTE position. There is no net impact on the budget from this action.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 34,354

# 1400-30210-76150-08500

Revenue \$ 34,354

# 1400-30210-76150-02490

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CONLEY, JASON K.

Study SessionDivision Director

EADIE, LEROY

OtherFinance committee -  
4/16Finance

BUENING, MARK

Distribution ListLegal

DALTON, PAT

parksaccounting@pokaneccity.org

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM

ORDINANCE NO C35614

An ordinance amending Ordinance No. C-35565, passed the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Park and Recreation Fund which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Park and Recreation Fund, and the budget annexed thereto with reference to the Park and Recreation fund, the following changes be made:

FROM:	1400-30210	Park and Recreation Fund	
	76150-08500	Park Planning – Project Employee	<u>\$34,354</u>
TO:	1400-30210	Park and Recreation Fund	
	76150-02490	Parks Planning -	
		Park Planning Technician	<u>\$34,354</u>
		(from 0 to 1 position)	

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create an additional Park Planning Technician position, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Parks and Recreation
<b>Subject:</b>	SBO to Authorize 1.0 FTE for a Park Planning Technician
<b>Date:</b>	March 22, 2018
<b>Author (email &amp; phone):</b>	Garrett Jones
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Finance & Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Bond Project for Riverfront Park Master Plan
<b>Strategic Initiative:</b>	Urban Experience
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Adoption of SBO to authorize an additional FTE position.
<p><u>Background/History:</u> Human Resources authorized the hiring of a project employee to assist with the administration of the large Riverfront Park construction project. Project employees are temporary and Human Resources has determined that no additional project employees will be authorized and Parks and Recreation must replace this position with an FTE. There was no existing job classification that fit the duties of this position, and Civil Service created a new classification specification entitled a Park Planning Technician. The funding for this position was adopted by the Park Board and the City Council in the 2018 Budget. This SBO creates the actual FTE position, and moves funding from the Project Employee line to the FTE position. There is no net impact on the budget from this action.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Human Services will not authorize any additional Project Employees for the RFP Bond Project.</li> <li>Funding for this position was authorized and adopted by the Parks Board and City Council in the 2018 Parks and Recreation budget.</li> <li>Position has been reviewed and classified by Civil Service.</li> <li>SBO authorizes the FTE position and moves funding from the Project Employee category to the newly created FTE position.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

Specify changes required:  
Known challenges/barriers:

DRAFT

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

04/30/2018

<u>Date Rec'd</u>	3/15/2018
<u>Clerk's File #</u>	RES 2018-0022
<u>Renews #</u>	

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY	<u>Cross Ref #</u>	OPR 2016-0267
<u>Contact Name/Phone</u>	MICHAEL 625-6468	<u>Project #</u>	
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	CR 19150
<u>Agenda Item Name</u>	5300 JOURNAL TECH JUSTWARE ANNUAL 2018		

Agenda Wording

Resolution declaring Journal Technologies, Inc. as a sole source for annual support and upgrades of Justware Case Mgmt Software and the subscription of Business Intelligence and authorizing staff to execute a contract with Journal Technologies, Inc.

Summary (Background)

This contract combines the annual maintenance and support for City Prosecutor, Probation, Public Defender, and Municipal Court. Using the same case management software package with custom modules designed specifically for the various agencies, improves efficiency and aids in establishing consistency in case counting methodology and reporting across the various agencies, in addition to allowing each agency to use the City's existing document imaging system to move towards a paperless environment.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 117,327.76 inc tax	# 5300-73300-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	Fin Com 4/16/18
<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Contract Accounting - mdoval@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>		Purchasing - cwahl@spokanecity.org	
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	IT - itadmin@spokancity.org	
		Taxes & Licenses	
		bstocks@journaltech.com	

RESOLUTION 2018-0022

A RESOLUTION declaring JustWare by Journal Technologies, Inc. as a sole source for Legal Case Management Systems software and authorizing staff to negotiate and execute a contract with Journal Technologies, Inc., for the procurement at a cost of \$117,327.76 including tax.

WHEREAS the City Prosecutor's Office, City Public Defender's Office, Municipal Court and City Probation Department all already use JustWare to manage their criminal justice responsibilities and caseload for the City of Spokane; and

WHEREAS the City Prosecutor's Office, City Public Defender's Office, Municipal Court and City Probation Department has gone entirely paperless in an effort to reduce costs, increase the efficiency and speed of case handling; and

WHEREAS the contract before the City will include API (Application Programming Interfaces) software to link the City Prosecutor's Office, City Public Defender's Office, Municipal Court and City Probation Department to other participating offices and departments within the City as well as state agencies to speed the receipt and handling of criminal cases before it and between one another; and

WHEREAS extensive experience exists with this program and its vendor and there are city employees well trained in the program's requirements, capabilities, hardware needs, and the business requirements of the Offices, Department, and the Court; and

BE IT RESOLVED by the City Council for the City of Spokane that it declares JustWare Municipal Court by Journal Technologies, Inc. a sole source and authorizes its purchase from Journal Technologies, Inc. without public bidding at a cost of \$117,327.76, including sales tax.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

# Invoice

Page: 1

**JOURNAL TECHNOLOGIES, INC.**  
**843 South 100 West**  
**Logan, UT 84321 USA**  
**accounting@journaltech.com**  
**Phone: 435-713-2100**

Number: 0000003675

Date: 2/16/2018

Salesperson:

Customer: 3212

**Please make check payable to: Journal Technologies, Inc., 915 E. 1st Street, Los Angeles, CA 90012**

Sold To	Ship To
SPOKANE MUNICIPAL PROSECUTORS, PROBATION 808 W Spokane Falls Blvd Spokane, WA 99201 USA	SPOKANE MUNICIPAL PROSECUTORS, PROBATION 808 W Spokane Falls Blvd Spokane, WA 99201 USA

Customer P.O.	Ship Via	F.O.B	Terms
3212-S			Net 30 days

Description	Qty Shipped	Price	Amount
Support: 69 JustWare, 2 API, Pro.Prob.Pubd.	1.00	49,651.00	49,651.00
Taxes and Other Fees 8.8% Pros., Prob., Pubd.	1.00	4,369.28	4,369.28
Support: 46 JustWare, API, Web, Crt.	1.00	54,844.00	54,844.00
Taxes and Other Fees 8.8% Crt.	1.00	4,826.27	4,826.27
BI Annual Subscription 25 Hours Pros., Prob., Pubd., Crt.	1.00	3,343.00	3,343.00
Taxes and Other Fees 8.8% Pros., Prob., Pubd., Crt.	1.00	294.21	294.21
LAST ITEM			
Annual Sup Renewal 04/01/2018-03/31/2019			
Subtotal			117,327.76
Freight			0.00
Sales Tax			0.00
Trade Discount			0.00
Payment/Credit Amount			0.00
Balance			117,327.76



# Briefing Paper

## Finance & Administration Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Journal Technologies, Inc. Annual Support and Upgrades
<b>Date:</b>	April 16, 2018
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Annual Support and Upgrades of Justware Case Management Software and annual subscription of Business Intelligence.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	March 31, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing support
<b>Background/History:</b> <i>This contract combines the annual maintenance and support for City Prosecutor, Probation, Public Defender, and Municipal Court. Using the same case management software package with custom modules designed specifically for the various agencies, improves efficiency and aids in establishing consistency in case counting methodology and reporting across the various agencies, in addition to allowing each agency to use the City's existing document imaging system to move towards a paperless environment.</i>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Requesting \$117,327.76 including tax for the renewal of this contract.</li> <li>• 2017 contract amount was \$113,816.48.</li> <li>• Utilizing budget account # 5300-73300-18850-54820.</li> </ul> <p>This 2.99% increase is consistent with the annual license and maintenance fees established in the Support Service Agreement from Journal Technologies, Inc. to City of Spokane.</p>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

# Journal Technologies, Inc.

A Daily Journal Company

## SOFTWARE LICENSE AND SUPPORT AGREEMENT

THIS SOFTWARE LICENSE AND SUPPORT AGREEMENT (this “**Agreement**”), by and between Journal Technologies, Inc., a Utah corporation (hereinafter “**Licensor**”), and **Spokane City** (hereinafter “**Licensee**”), is made as of the date executed by both Licensor and Licensee (the “**Effective Date**”). In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

### 1. DEFINITIONS

1.1 **Application Administrator** is a designated employee or contractor of Licensee responsible for managing the case management system. This role includes communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2 **Documentation** includes user, administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications or use guidelines made available by Licensor.

1.3 **Go Live** means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in Licensee's production environment.

1.4 **Licensed Software** means the proprietary computer software program or programs identified in Exhibit A (“**LICENSE AND MAINTENANCE FEES**”), together with all related Documentation.

1.5 **License and Maintenance Fees** means the fees to be paid by Licensee to Licensor annually in advance of each year of the License Term pursuant to Section 2.2.2 (“**License and Maintenance Fees**”).

1.6 **Maintenance** means enhancements, upgrades and new releases of the Licensed Software, which includes only those additions and/or modifications to the Licensed Software which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the Licensed Software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Licensor.

1.7 **Professional Services Agreement** means that certain Professional Services Agreement between Licensor and Licensee, of even date herewith.

1.8 **Support** means access to technical assistance for the Licensed Software, including support for questions about functionality and installation, the resolution of error messages, bug fixes and troubleshooting.

1.9 **Use or Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.10 **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the Licensee (through a username and password) to use the Licensed Software, (b) any other non-court government employees and contractors who are performing their jobs, or a computer terminal or computer system used by such a person, or (c) any individual person who is a member of the general public (including litigants and their attorneys, reporters and interested citizens, but not government employees or contractors who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason (including to file documents electronically or to view information already in or accessible through the Licensed Software).

## 2. LICENSE

2.1 Grant of License. Upon commencement of the License Term, Licenser grants to Licensee and Licensee hereby accepts from Licenser a non-exclusive, non-transferable, personal license to install and Use the Licensed Software; provided, however, that Licensee's rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this Agreement. Licensee's authorized Users may Use the Licensed Software only during the License Term and only so long as Licensee has paid the required License and Maintenance Fees and is not otherwise in default under this Agreement. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for Licensee's back-up purposes. The Licensed Software is the proprietary information and a trade secret of Licenser and this Agreement grants Licensee no title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the Licensee. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

### 2.2 License Term and License and Maintenance Fees.

2.2.1 License Term. The License Term shall commence on the date of Go Live; provided that the License and Maintenance Fees for the first year of the License Term and any unpaid fees for implementation services under the Professional Services Agreement must have been received prior to such date (and the license file shall not be delivered, and the License Term shall not begin, until such License and Maintenance Fees and fees for implementation services have been received by Licenser). The License

Term shall continue until the fifth anniversary of the date of Go Live, and shall thereafter automatically renew for successive one-year periods (the “**License Term**”), unless Licensee elects to not renew the License Term upon written notice to Licensors given not less than ninety (90) days prior to the end of the then-current License Term.

2.2.2 License and Maintenance Fees. Licensee shall make payment of the License and Maintenance Fees to Licensors based on the number of Users and calculated in accordance with Exhibit A, in advance of each applicable year of the License Term, including each year of the original License Term and each one-year extension; provided that the License and Maintenance Fees for the first year of the License Term and any unpaid fees for implementation services under the Professional Services Agreement must be paid prior to Go Live. Annual License and Maintenance Fees are subject to increase in accordance with Exhibit A. Licensee may increase the number of Users at any time upon written notice to Licensors, which shall be promptly followed by payment reflecting the increased License and Maintenance Fees, calculated according to Exhibit A, and pro-rated for any partial year of the License Term. Licensee may also reduce the number of Users of the Licensed Software, and the commensurate fee payable, but such reduction shall only become effective at the beginning of the following year of the License Term, and the written reduction notice must be given at least sixty (60) days before the next anniversary of the start of the License Term. All sales taxes or similar fees levied on account of payments to Licensors are the responsibility of Licensee.

2.2.3 Certain Specific Limitations. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, or (d) permit any party access to the Licensed Software for purposes of programming against it. Licensee is solely responsible for all data entered, contained in and modified while using the Licensed Software, including, without limitation, the accuracy, responsibility for archival, loss of, use and misuse of all such data.

2.2.4 E-Commerce Functionality Fees. If JusticeWeb is included in the Licensed Software and the e-commerce functionality of JusticeWeb is utilized, Licensors shall provide a PCI compliant payment gateway and payment processing functionality. A merchant services agreement will be provided to Licensee upon request. If Licensee requires an alternate payment processor provider, Licensee is responsible for all additional development costs to connect JusticeWeb with the payment processor provider.

2.2.5 Source Code Escrow. Licensee shall have the opportunity to be added as a beneficiary under the Software Source Code Agreement between Licensee and InnovaSafe, Inc., as it may be amended from time to time. Licensee shall complete the beneficiary enrollment form and pay the required fees directly to InnovaSafe.

2.2.6 Hosted Services. If Licensee desires for Licensors to provide hosted services for the Licensed Software, Licensors can provide such services subject to

the terms and conditions set forth in Exhibit C (“HOSTED SERVICES”) and to the payment of the requisite hosting fees set forth in Exhibit A. Notwithstanding the foregoing, Licensor shall not provide hosted services unless included in the proposal attached to Exhibit A, or Licensee and Licensor have entered into a separate written agreement for such services.

### 3. MAINTENANCE AND SUPPORT

3.1 Maintenance. Maintenance will be provided for the Licensed Software provided that Licensee has paid the applicable License and Maintenance Fees described in Section 2.2.2, and subject to all of the terms and conditions of this Agreement. Maintenance for the Licensed Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive maintenance from Licensor.

3.2 Support. Support for JustWare and JusticeWeb is available by telephone, e-mail, or internet support forum from 5:00 am to 7:00 pm Mountain time, Monday through Friday, except for federal holidays. Support for the JustWare API is provided via the API Support Internet Forum. Licensor shall generally provide an initial response within four (4) hours of first contact. Licensor shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Licensor. Licensor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as “Critical” (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Licensor shall provide a solution through a service release as soon as possible. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well. Licensor shall not be responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

#### 3.3 Conditions to Receive Support.

3.3.1 Licensee must designate one or more Application Administrators, each of whom shall be an employee or contractor of Licensee. Only a designated Application Administrator may request Support. It is the responsibility of Licensee to instruct Users to route Support requests through the Application Administrator. Requests by others are subject to additional fees described in Section 3.4.

3.3.2 Licensee must maintain a dedicated connection, approved by Licensor, to the Licensed Software’s database and/or application server, with full screen access to the server and full administrative rights to publish information and make changes.

3.3.3 Licensee must maintain all related hardware and software systems required for the operation of the Licensed Software. Minimum System requirements are attached as Exhibit B (“SYSTEM REQUIREMENTS”). Licensors shall have no responsibility for configuring, maintaining or upgrading Licensee’s operating system, hardware, network, or any other software not provided by Licensors. Licensors is not responsible for creating or maintaining database or storage backup files.

3.3.4 Licensee must keep current and have installed the latest generally available version of the Licensed Software or the most recent previous version.

3.4 Other Support. JustWare and JusticeWeb Support requested by a User other than a designated Application Administrator and JustWare API telephone support shall be billed to Licensee at an hourly rate (billed in fifteen (15) minute increments), with payment by Licensee due within thirty (30) days after receipt of the invoice from Licensors. The hourly rate is specified in Exhibit A. In addition, Services that go beyond routine Support may be provided under the terms of a professional services agreement upon agreement of the parties.

#### 4. WARRANTY

4.1 Licensed Software Warranty. Licensors warrants that the Licensed Software will perform in all material respects during the License Term in accordance with the applicable user, administrative, and technical electronic guides. Notwithstanding the foregoing, this warranty shall not apply and Licensors will incur no liability whatsoever if there is or has been (a) the use of any non-current version (or the most recent previous version) of the Licensed Software, (b) the combination of the Licensed Software with any other software not recommended, provided or authorized by Licensors, (c) modification of the Licensed Software, (d) any use of the Licensed Software in breach of this Agreement or (e) any failure to satisfy the conditions to receive Support under Section 3.4 above. If at any time during the License Term the Licensed Software fails to perform according to this warranty, Licensee shall promptly notify Licensors in writing of such alleged nonconformance, and Licensors shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of Licensee or any third party not under the control of or authorized by Licensors. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of Licensee to utilize the Licensed Software, Licensee shall have the right, on thirty (30) days’ notice, to terminate the license and this Agreement (with a credit for License and Maintenance Fees paid with respect to the period in which utilization was materially impaired).

4.2 Warranty of Law. Licensors represents and warrants that to the best of Licensors’s knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Licensors with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Licensors has full authority to enter into this Agreement and to consummate the transactions contemplated hereby; and

(iv) this Agreement is not prohibited by any other agreement to which Licensor is a party or by which it may be bound (the “**Legal Warranty**”). In the event of a breach of the Legal Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.3 Warranty of Title. Licensor further warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software; (iii) as long as Licensee is not in material default hereunder, Licensee shall be able to quietly and peacefully possess and Use the Licensed Software provided hereunder subject to and in accordance with the provisions of this Agreement; and (iv) Licensor shall be responsible for and have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the “**Title Warranty**”). In the event of a breach of the Title Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.4 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 5. LIMITATIONS ON LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY AMOUNT IN EXCESS OF THE AMOUNT OF LICENSE AND MAINTENANCE FEES DUE AND PAYABLE OR ALREADY RECEIVED BY LICENSOR UNDER THIS AGREEMENT.

## 6. CONFIDENTIALITY

6.1 Licensee’s Responsibilities. Licensee hereby agrees that (a) the Licensed Software and other materials received from Licensor under this Agreement are the confidential and proprietary information of Licensor, (b) Licensee shall take all necessary steps to protect and ensure the confidentiality of the Licensed Software and other materials, and (c) except as permitted by the terms of Section 2.1 (“Grant of License”), neither the Licensed Software nor any of the other materials shall be in any way disclosed by Licensee to any third party, in whole or in part, without the prior written consent of Licensor, which may be granted or withheld in its sole discretion, unless required by law. If Licensee becomes aware of the unauthorized possession of the Licensed Software or



any of the other materials, it shall promptly notify Licensor. Licensee shall also assist Licensor with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Licensor to protect its proprietary rights.

6.2 Licensor's Responsibilities. Licensor hereby agrees that (a) any information related to the official business of Licensee that Licensor obtains from Licensee in the course of the performance of this Agreement is the confidential and proprietary information of Licensee, (b) Licensor shall take all necessary steps to protect and ensure the confidentiality of such information, and (c) such information shall not be in any way disclosed by Licensor to any third party, in whole or in part, without the prior written consent of Licensee, which may be granted or withheld in its sole discretion. If Licensor becomes aware of the unauthorized possession of such information, it shall promptly notify Licensee. Licensor shall also assist Licensee with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Licensee to protect its proprietary rights.

6.3 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4 Exclusions. The provisions of this Section 6 ("Confidentiality") shall not apply to any information (a) that is in the public domain prior to the disclosure or that that becomes part of the public domain other than by way of a breach of this Agreement, (b) that was in the lawful possession of the Licensor or Licensee, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (c) that was disclosed to the Licensor or Licensee, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (d) that was independently developed by Licensor or Licensee, as the case may be, outside the scope of this Agreement or (v) that Licensor or Licensee, as the case may be, is required to disclose by law or legal process.

## 7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall expire at the end of the License Term or, if earlier, upon termination of this Agreement in accordance with the terms of this Section 7 ("Term and Termination").

### 7.2 Termination by Licensor.

7.2.1 Payment Default. Licensor shall have the right to terminate the license granted in Section 2.2 ("License Term and License and Maintenance Fees"), and this Agreement (but reserving cumulatively all other rights and remedies under this

Agreement, in law and/or in equity), for any failure of Licensee to make payments of moneys due when the same are due, and such failure continues for a period of thirty (30) days after written notice thereof by Licensors to Licensee.

7.2.2 Other Licensee Defaults. Licensors may terminate the license granted in Section 2.2 (“License Term and License and Maintenance Fees”), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any other material breach by Licensee which breach continues for a period of thirty (30) days after written notice thereof by Licensors to Licensee.

7.3 Termination by Licensee. Licensee shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity) without further obligation or liability to Licensors (except as specified herein) if Licensors commits any material violation or breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Licensee to Licensors of such breach. Licensee shall have the right to terminate this Agreement effective immediately and without prior notice if Licensors goes into liquidation or bankruptcy, or if Licensors permanently discontinues Maintenance and Support for the Licensed Software.

7.4 Actions Upon and Following Termination. Termination of this Agreement shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Licensee must cease use of the Licensed Software immediately upon termination, and must remove and return the Licensed Software and all other products and information received by Licensee from Licensors within thirty (30) days after termination. If not removed and returned within such thirty (30) day period, Licensee hereby grants Licensors the right to remove the Licensed Software. In addition, the confidentiality obligations of the parties in Section 6 (“Confidentiality”) shall survive the termination of this Agreement.

## 8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Licensors: Journal Technologies, Inc.  
843 South 100 West

Logan, Utah 84321  
Attention: Chief Operating Officer  
Phone: 877-587-8927

and

Munger, Tolles & Olson LLP  
355 South Grand Avenue, 36<sup>th</sup> Floor  
Los Angeles, CA 90071  
Attention: Michael Greaney

To Licensee: Spokane City  
1100 West Mallon Avenue  
Spokane, WA 99260  
Attention: Peggy Lund

8.3 No Third Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by both parties:

8.5.1 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2 Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. Licensee shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Licensors shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

8.5.3 Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in the State of Washington, or another location mutually agreed by the parties. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.

8.6 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to its conflict of law principles.

8.8 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

8.9 Press release. Contractor shall be permitted to issue a press release announcing the execution of this Agreement and describing the products and services to be provided, but without disclosure of the expected number of users or any of the financial terms of this Agreement.

*[Continued on Next Page]*

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

**JOURNAL TECHNOLOGIES, INC:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name and Title: Jon Peek, Chief Operating Officer

**Spokane City:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name and Title: David Condon, Mayor

**EXHIBIT A**  
**LICENSE AND MAINTENANCE FEES**

**Annual License and Maintenance Fee - Agencies**

<b>Spokane City</b> <b>1100 West Mallon Avenue</b> <b>Spokane, WA 99260</b>
---

**Cost Proposal Overview**

	<b><u>Annual</u></b>
<b>Prosecutor, Probation, Public Defender</b>	
69 Support and Upgrades, API Support	\$49,651.00
Taxes 8.8%	\$4,369.28
<b>Municipal Court</b>	
46 Support and Upgrades, API Support, Justice Webview Support	\$54,844.00
Taxes 8.8%	\$4,826.27
<b>Prosecutor, Probation, Public Defender, Municipal Court</b>	
25 Hours BI Subscription	\$3,343.00
Taxes 8.8%	\$294.21
<b>Total</b>	\$117,327.76

**Cost Proposal Notes**

The annual license and maintenance fees are due every March.

Pricing for each additional JustWare license is \$2,000. There will also be an annual support fee which will be included at the current rate of Spokane City's annual fees per license.

Annual Licenses and Maintenance fees shall be governed by a one-year agreement (April 2018 – March 2019) and an option year (April 2019 – March 2020) with a 2.99% annual increase cap on those fees.

Spokane City is scheduled to go-live with eSuite December 2018. If this contract happens in conjunction with the eSuite go-live, Spokane City will receive a credit of the monies leftover to the eSuite invoice.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

**JOURNAL TECHNOLOGIES, INC:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name and Title: Jon Peek, Chief Operating Officer

**Spokane City:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name and Title: David Condon, Mayor



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

04/30/2018

Date Rec'd

4/11/2018

Clerk's File #

RES 2018-0034

Renews #

Submitting Dept

AIRPORTS

Cross Ref #

Contact Name/Phone

LARRY 455-6419

Project #

Contact E-Mail

LKRAUTER@SPOKANEAIRPORTS.NET

Bid #

Agenda Item Type

Resolutions

Requisition #

Agenda Item Name

AIRPORTS - JOINT RESOLUTION

Agenda Wording

Joint Resolution with Spokane County in the matter of authorizing the Airport Board to acquire property located on Spokane County Assessor Parcel 45063.2240, comprising of 16,633 square feet of land which is adjacent to Felts Field Airport property.

Summary (Background)

Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property. The Airport Board recommends to the City and the County the acquisition of Spokane County Assessor Tax Parcel as identified on Exhibit A attached to the Joint Resolution.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

PFISTER, TERRI

Study SessionDivision DirectorOtherFinance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

lkrauter@spokaneairports.net

For the Mayor

DUNIVANT, TIMOTHY

todd.woodard@spokaneairports.net

Additional Approvals

judyg@spokaneairports.net

Purchasing

thart@spokaneairports.net

CITY COUNCIL

MCCLATCHEY, BRIAN

gvasquez@spokanecounty.org

City: Res:2018-0034\_\_\_\_\_  
Resolution No. \_\_\_\_\_

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON  
AND  
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING	)	
THE AIRPORT BOARD TO	)	JOINT RESOLUTION
ACQUIRE PROPERTY IDENTIFIED	)	
AS SPOKANE COUNTY ASSESSOR	)	
PARCEL 45063.2240	)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County") , by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated August 28, 1990 ("Agreement") to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park; and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board has recommended to the County and City the acquisition of Spokane County Assessor Tax Parcel as identified on Exhibit A, attached hereto, ("Property") comprising of approximately 16,633 square feet of land which is adjacent to Felts Field Airport property; and

WHEREAS, the Property is necessary for long term aviation development and approach protection at Felts Field Airport; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to purchase the Property identified as Spokane County Assessor's Tax Parcel on Exhibit A located in Spokane County, Washington, to be paid for with Airport funds, at no cost, expense, or liability to either Spokane County or the City of Spokane;
2. That title to Spokane County Assessor's Tax Parcel as identified on Exhibit A shall vest in Spokane County and the City of Spokane, as tenants in common; and
3. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to acquire Spokane County Assessor's Tax Parcel as identified on Exhibit A.

ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Terri L. Pfister, City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

ADOPTED by the Board of County Commissioners of Spokane County, Washington this \_\_\_\_\_  
day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Josh Kerns, Chair

ATTEST:

\_\_\_\_\_  
Mary Kuney, Vice-Chair

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

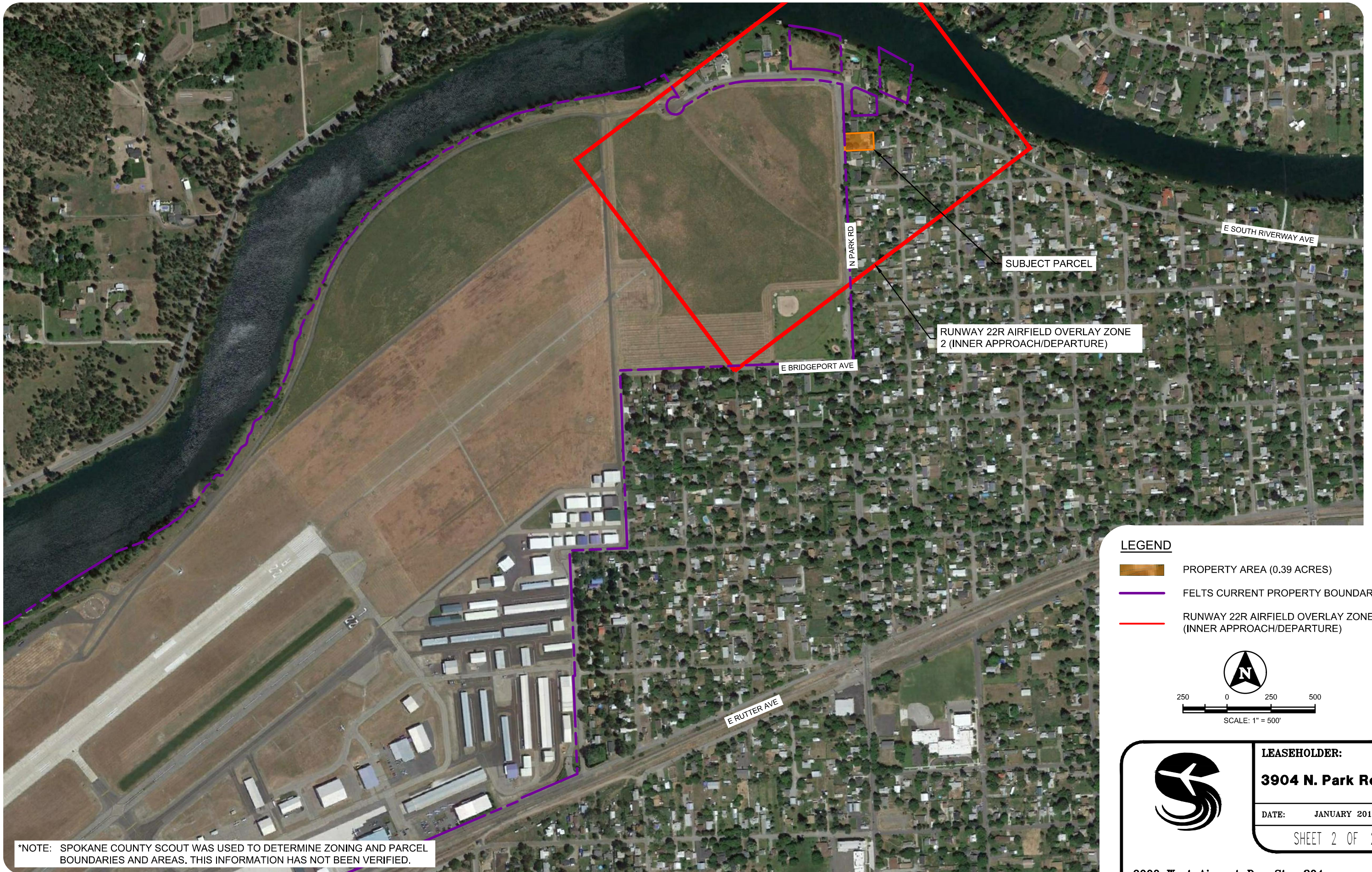
\_\_\_\_\_  
Al French, Commissioner

EXHIBIT A

PARCEL NUMBER OF PROPERTY




45063.2240

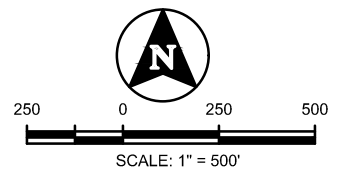




\*NOTE: SPOKANE COUNTY SCOUT WAS USED TO DETERMINE ZONING AND PARCEL BOUNDARIES AND AREAS. THIS INFORMATION HAS NOT BEEN VERIFIED.

**LEGEND**

-  PROPERTY AREA (0.39 ACRES)
-  FELTS CURRENT PROPERTY BOUNDARY
-  RUNWAY 22R AIRFIELD OVERLAY ZONE 2 (INNER APPROACH/DEPARTURE)



**LEASEHOLDER:**

**3904 N. Park Rd**

DATE: JANUARY 2018

SHEET 2 OF 2

9000 West Airport Dr., Ste. 204  
Spokane, WA 99224



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

04/30/2018

<u>Date Rec'd</u>	4/12/2018
<u>Clerk's File #</u>	RES 2018-0035
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BREEAN BEGGS 6714	<u>Project #</u>	
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 - RACIAL EQUITY AND CRIMINAL JUSTICE REFORM RESOLUTION		

Agenda Wording

A resolution to establish a charter and allocate sufficient resources to fully implement adoption of the SRLJC's Racial Equity Toolkit; and to insure that experts on racial and ethnic disparity serve on related project charters and workgroups.

Summary (Background)

The City and the County have been collaborating on criminal justice efforts and work toward remedying racial disparity.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> 4/9 Public Safety
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	
<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	

## **RESOLUTION NO. 2018-0035**

A resolution to establish a charter and allocate sufficient resources to fully implement adoption of the SRLJC's Racial Equity Toolkit.

**WHEREAS**, the City of Spokane and Spokane County have both committed to reducing racial and ethnic disparities in the criminal justice system; and

**WHEREAS**, Spokane County established the Spokane Regional Law and Justice Council ("SRLJC") with members from the City of Spokane administration, City Council and judiciary for the purpose of improving the criminal justice system; and

**WHEREAS**, the SRLJC has created a Racial and Ethnic Disparity ("RED") Subcommittee to provide advice and guidance to all departments and members of the regional criminal justice system on how to eliminate and avoid future racial and ethnic disparities; and

**WHEREAS**, the RED Subcommittee has developed the Racial Equity Toolkit that can be effectively applied across the entire regional criminal justice system to meet City and County goals of improved racial equity, including annual training by outside experts; and

**WHEREAS**, the City and County have chartered multiple projects with staff and financial resources to improve the regional criminal justice system; and

**WHEREAS**, the RED Subcommittee has many members who are subject matter experts on issues of racial and ethnic disparity who could provide important contributions to the existing criminal justice charter groups; and

**WHEREAS**, reducing racial and ethnic disparity in the regional criminal justice system is an equal priority for the City of Spokane to the goal of reducing the jail population; and

**WHEREAS**, racial inequity for people of color in our regional criminal justice system has been confirmed by data to be a substantial problem from law enforcement initiated stops, to rates of incarceration, and lack of participation in alternative programs, especially for members of the African American and Native American communities; and

**WHEREAS**, substantial racial and ethnic inequity in our regional criminal justice system reinforces stereotypes and amplifies other social problems, including but not

limited to poverty, lack of educational attainment, poor health, and reduced life expectancies.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Spokane promptly work with Spokane County to establish a Charter and allocate sufficient resources to fully implement adoption of the Racial Equity Toolkit and annually train every City and County department involved in the regional criminal justice system; and,

**BE IT FURTHER RESOLVED** that the City use its power and influence under current criminal justice reform project charters and workgroups to insure that at least one member has subject matter expertise on racial and ethnic disparity.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



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

04/30/2018

Date Rec'd

4/18/2018

Clerk's File #

ORD C35615

Renews #Submitting Dept

CITY COUNCIL

Contact Name/Phone

LORI KINNEAR 6256269

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0320 PROTECTION OF PUBLIC LANDS AND PROPERTIES ORDINANCE

Cross Ref #Project #Bid #Requisition #Agenda Wording

An ordinance relating to the protection of public lands and properties within the City of Spokane and adopting a new article VI and sections 12.02.1000, 12.02.1002, 12.02.1004, 12.02.1006 and 12.02.1008 of the Spokane Municipal Code.

Summary (Background)

See attached legislative findings, description of ordinance, and fiscal impacts.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study Session

April 12

Division DirectorOtherFinance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

Mary Muramatsu

For the Mayor

DUNIVANT, TIMOTHY

Lori Kinnear

Additional Approvals

Justin Worthington

Purchasing

Kelly Keenan

CITY COUNCIL

MCDANIEL, ADAM

## ORDINANCE NO. C35615

An ordinance relating to the protection of public lands and properties within the City of Spokane and adopting a new article VI and sections 12.02.1000, 12.02.1002, 12.02.1004, 12.02.1006 and 12.02.1008 of the Spokane Municipal Code.

WHEREAS the City of Spokane exercises control and stewardship of a great number of public lands and properties within its geographical boundaries;

WHEREAS these properties contain an abundance of trees, vegetation and wildlife essential to the city's and health and natural beauty; and

WHEREAS among the public lands and properties over which the City exercises stewardship is the Spokane River and its shorelines; and

WHEREAS Chapter 17E.060.030 SMC seeks to achieve preservation and maintenance of the river, the shoreline and conservation areas through environmental standards that protect the public health, safety and welfare by providing protection for environmentally sensitive areas from development that may negatively impact conservation areas and the river; and

WHEREAS all persons desiring to develop, construct, improve or otherwise impact these public lands and natural areas are subject to strict environmental standards through regulation under Chapter 17E SMC and state law; and

WHEREAS people enter onto these lands and properties and damage trees and injure naturally occurring vegetation; and

WHEREAS such persons are not similarly subject to any comparable regulations or standards on the very same lands and properties; and

WHEREAS additional local regulations are necessary for the protection of these public lands and properties to address the harmful effects of extended human activity; and

WHEREAS the City of Spokane spends significant time and resources on the regular cleanup of rubbish and solid waste from human activity in parks, along trails and on the banks of the Spokane River; and

WHEREAS trees, foliage and other vegetation is damaged as harmful human activity is conducted on public lands, including the shoreline and banks of the Spokane River;

WHEREAS unregulated and uncontained fires from camping on river banks, in conservation areas and on public lands and properties over which the City exercises control and stewardship endangers such properties and causes irreparable harm to their trees and vegetation and can put surrounding neighborhoods in danger; and

WHEREAS negative environmental impacts from unregulated human activity on public lands include contamination from improper disposal of solid waste, detergents and fuels and particulate and chemical pollution of the air from open fires and use of improper fuels; and

WHEREAS the public health impacts also includes a lack of proper sanitary facilities creating a situation where individuals have commonly and openly urinated and defecated on public property, on riverbanks where such human waste is likely to negatively affect the water quality, and on the public rights-of-way where a lack of solid waste disposal facilities causes an accumulation of human waste, litter, garbage and other debris; and

WHEREAS the damage to public lands and property from unregulated human activity affects the community at large, put their safety at risk and impacts the economic and aesthetic value of such lands and properties;

**NOW, THEREFORE,** the City of Spokane does ordain:

**Section 1.** That there is adopted a new article and section to read as follows:

## **Article VI Protection of Public Lands and Properties**

### **12.02.1000 Purpose**

- A. The City of Spokane is committed to protecting its public lands and all of the properties within its geographical boundaries over which it exercises stewardship, including but not limited to parks, trees, natural areas, conservation lands and the Spokane River from potential health and safety hazards which result from unregulated human activity. Damage to the natural foundation of public lands and properties threatens the safety of the community.
- B. It is the purpose of this chapter to set standards for the preservation of public lands and properties that prevent such harms from destroying these natural assets. It is also the purpose of this chapter to promote the public health, safety and general welfare of citizens by providing protection to public lands and properties from the detrimental effects of unregulated human activity which is not subject to the environmental restrictions of Chapter 17E SMC.

### **12.02.1002 Definitions**

The following definitions are applicable in this chapter unless the context otherwise requires:

- A. "Camp" or "camping" shall mean residing on or using public property for living accommodation purposes, as exemplified by remaining for prolonged or repetitious periods of time not associated with ordinary use of such public property with one's personal possessions (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, cots, tarpaulins, hammocks, luggage, backpacks, kitchen utensils, cookware, or similar material), sleeping or making preparations to sleep, storing personal belongings as above defined, regularly cooking or consuming meals. These activities constitute camping when it reasonably appears, in light of all the circumstances, that a persons is using public property as a living accommodation, regardless of their intent or the nature of any other activities in which they might also be engaging, and there is no available shelter space.
- B. "Public property" shall mean any property including but not limited to parks, riverbanks, waterways, conservation areas, natural areas, rights of way, easements, buildings, bridges, or other land or physical structures owned or managed by the City or other governmental agency.
- C. "Public Tree" is a tree on City-owned property or on the public right-of-way abutting City-owned property. A public tree may also be a street tree. "City-owned property" does not refer to the right-of-way.
- D. "Street tree" means any tree or shrub located within the public right-of-way.

#### **12.02.1004 Injury to Tree on Public Property - Violation**

No person may destroy, injure, or deface any street tree or public tree on public property by any means, as provided in SMC 12.02.914.

#### **12.02.1006 Unlawful Burning on Public Property**

- A. A person is guilty of unlawful burning on public property if he or she knowingly causes a fire on public property.
- B. A violation of this section is a misdemeanor.
- C. Unless otherwise subject to custodial arrest under RCW 10.31.100, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail.

- D. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be directed to community court by officer referral.

#### **12.02.1008 Unlawful Disposal of Litter on Public Property**

No person may place, throw, deposit or otherwise dispose of litter in any public place, public park or in the waters within the City limits, as provided in SMC 10.08.010.

#### **12.02.1010 Unauthorized Camping on Public Property – Violation**

- A. No person may camp in or upon any public property including, but not limited to, conservation lands and natural areas abutting the Spokane River and its tributaries unless specifically authorized by declaration of the Mayor in emergency circumstances.
- B. A violation of this section is a misdemeanor.
- C. Unless otherwise subject to custodial arrest under RCW 10.31.100, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail.
- D. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be directed to community court by officer referral.

#### **12.02.1012 Severability**

If any part, provision, or section of this chapter is held to be void or unconstitutional, all other parts not expressly so held shall continue in full force and effect.

**Section 2.** SMC Chapter 10.08B is hereby repealed.

---

## PROTECTION OF PUBLIC LANDS AND PROPERTY

Adopting a new article VI and sections 12.02.1000, 12.02.1002, 12.02.1004, 12.02.1006 and 12.02.1008 of the Spokane Municipal Code.

Briefing Paper and Fiscal Note – Council Study Session

---

### **DESCRIPTION**

Sets regulations for the protection of public lands and properties within the City:

- Sets forth a commitment by the City of Spokane to protect its public lands and all of the properties within its geographical boundaries over which it exercises stewardship, including parks, trees, natural areas, conservation lands and the Spokane River from potential health and safety hazards which result from unregulated human activity. Set regulations against conduct that harms these natural assets.
- Makes it a misdemeanor to knowingly cause a fire on public property.
- Establishes the infraction of injuring a tree on public property, cross referencing SMC 12.02.914: No person may destroy, injure, or deface any street tree or public tree on public property by any means, as provided in SMC 12.02.914.
- Makes it a misdemeanor to camp in or upon any public property, on conservation lands or in natural areas of the river or its tributaries unless specifically authorized by declaration of the Mayor in emergency circumstances.
- Prohibits unlawful disposal of litter on public property: “No person may place, throw, deposit or otherwise dispose of litter in any public place, public park or in the waters within the City limits, as provided in SMC 10.08.010.”
- For the violations that are misdemeanors, sets the legislative mandate that individuals subject to enforcement shall be cited and released rather than being booked into jail. Exceptions are where individuals are subject to custodial arrest under RCW 10.31.100.
- Establishes that individuals subject to enforcement shall be directed to community court. This would not apply to those persons who do not meet the criteria for acceptance into community court.



## **BACKGROUND**

The City of Spokane invests substantial amounts of money and city personnel on the regular cleanup of garbage and solid waste from camping on public properties throughout the city<sup>1</sup>. The problem is widespread and as complex as the types of affected properties. Citizen complaints in the form of calls to 311 and to Crime Check illuminate camping activity in neighborhood parks, behind houses, on sidewalks, along trails and on the banks of the Spokane River. Public health and safety concerns related to these camps have prompted city departments to send crews of personnel to cleanup garbage and solid waste from the area. These efforts have not only been costly, but have brought to light far more than a problem of mere unwanted litter. Behaviors associated with unregulated human activity have resulted in a variety of problems that include, but are not limited to, uncontained fires, damage to trees and landscaping, contaminated hypodermic needles left out on open lands, and damage to critical infrastructure such as bridges and streets. This ordinance seeks an effective remedy to protect our city's public lands and property from the injurious effects of unregulated human activity on these assets while directing violators to the community court docket where housing needs can be addressed and services provided.

The City of Spokane exercises control and stewardship of a number of public lands and properties within its geographical boundaries. These properties consist of natural assets including the river, trees and parks, all essential to the city's health and natural beauty. The upkeep and maintenance of the city's streets, parks, trails and riverbanks represent a significant investment in city personnel. Despite multi-department efforts and tens of thousands of dollars, public lands and properties across the city are continually at risk from a variety of unregulated activities. This problem makes additional regulations necessary to protect these lands and properties and to mitigate the harmful effects of extended human activity.

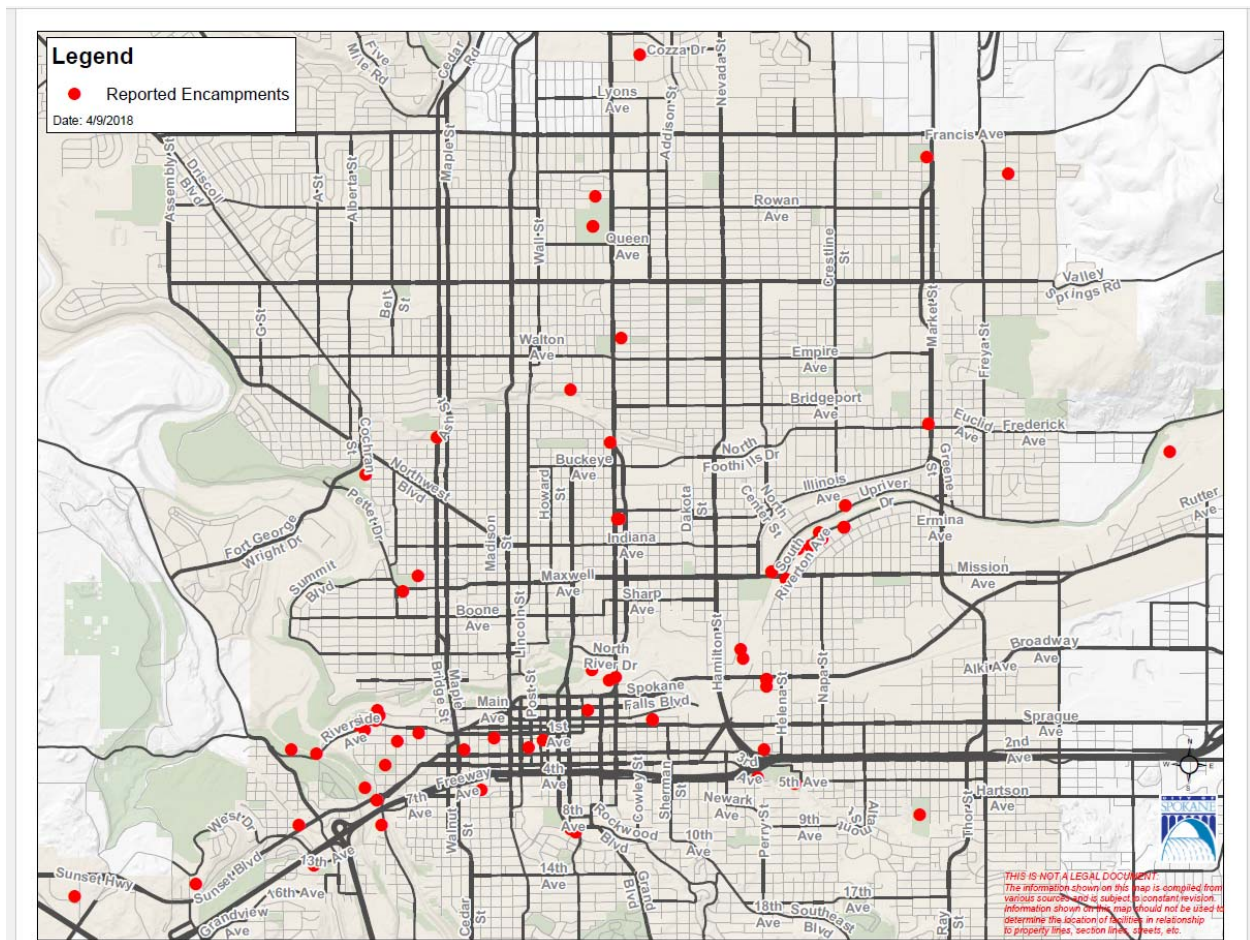


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<sup>1</sup> City departments that respond to camps cleanup include: Solid waste, Code Enforcement, Parks and Recreation, Police, Streets and Community Housing and Human Services.



A. Map of Camps 2017

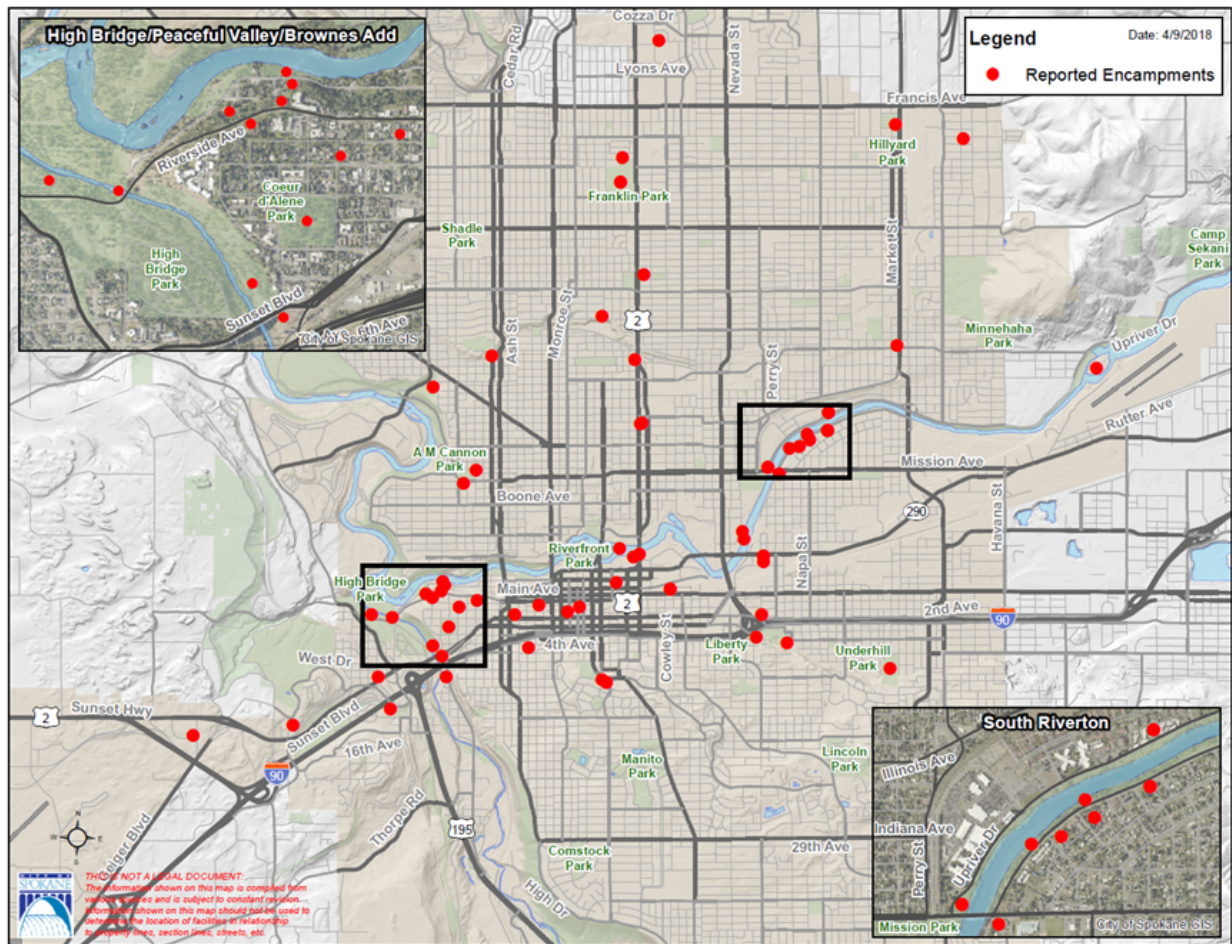


B. The Spokane River

Among the public lands and properties over which the City exercises stewardship is the Spokane River and its shorelines. Chapter 17E.060.030 SMC seeks to achieve preservation and maintenance of the river, the shoreline and conservation areas through environmental standards that protect the public health, safety and welfare by providing protection for environmentally sensitive areas from development that may negatively impact conservation areas and the river. Under this section, persons desiring to develop, construct, improve or otherwise impact these public lands and natural areas are subject to strict environmental standards through regulation under Chapter 17E SMC and state law.

The public trust doctrine bestows the right of navigation and its incidental rights of fishing, boating, swimming and other related recreational purposes generally regarded as corollary to the right of navigation and the use of public waters, but people entering onto the river banks for extended periods of time bring with them a high volume of items and materials, and they engage in activities, such as burning, that damage trees and injure naturally occurring vegetation. Such persons are not subject to any comparable regulations or standards regarding camping and all of its harmful effects on the very same lands and properties.







### *C. Uncontained Fires*

Unregulated and uncontained fires from camping, whether on river banks, in parks or on other public lands and properties over which the City exercises control and stewardship, endangers such properties and causes irreparable harm to their trees and vegetation and can put surrounding neighborhoods in danger. Each year, the Spokane Fire Department reports to the National Fire Protection Association the number of brush, grass, or wild land fires occurring in the city. Over the past six years, numerous fires have required active fire department response to extinguish uncontrolled burning from fires in the public lands throughout the city.

Year	Brush Fires in the City
2017	101
2016	97
2015	91
2014	94
2013	67
2012	102

### *D. Parks and Other Public Lands*

In public parks, the grassy areas of parks are often trampled, landscaping destroyed and sprinkler heads regularly kicked off by individuals thwarting the upkeep of such areas as a way of sustaining specific locations for outdoor living and ensuring a dry space to camp. In some instances, park authorities have had to make adjustments to the watering schedule to avoid



confrontations from groups of campers. Other public areas, such as in the formerly landscaped areas next to I-90, faced the same issues and grass in those locations eventually dried up and sprinkler heads were not replaced.



#### *E. Human and Solid Waste and other Contaminates*

Additionally, negative environmental impacts from encampments on public lands include contamination from improper disposal of solid waste, detergents and fuels and particulate and chemical pollution of the air from open fires and use of improper fuels. Public health impacts also include a lack of proper sanitary facilities creating a situation where individuals have commonly and openly urinated and defecated on public property, on riverbanks where such human waste is likely to negatively affect the water quality, and on the public rights-of-way where a lack of solid waste disposal facilities causes an accumulation of human waste, litter, garbage and other debris.

#### *F. Summary of Legal Considerations*

Protecting public property is a valid exercise of police power because it promotes public health and safety (Wa. Const. art. XI, § 11), and a law is a reasonable exercise of police power if it promotes public safety, health or welfare and bears a reasonable and substantial relation to accomplishing the purpose pursued.” *City of Seattle v. Montana*, 129 Wash.2d 583, 591, 919 P.2d 1218 (1996). The protection of public lands and property is a proposed ordinance that is justified by Spokane’s need to protect the health and welfare of its river, its parks and conservation lands as well as for the safety of the public overall. Moreover, it bears a reasonable relationship to its intended purpose. *State ex rel. Faulk v. CSG Job Ctr.*, 117 Wash.2d 493, 816 P.2d 725 (1991). A city may control the use of its property so long as the restriction is for a lawful nondiscriminatory purpose. See *State v. Blair*, 65 Wash.App. 64, 67, 827 P.2d 356 (1992) (citing *Adderley v. Florida*, 385 U.S. 39, 47, 87 S.Ct. 242, 247, 17 L.Ed.2d 149 (1969)).

It is also in the interest of public health and safety that individuals without housing be directed to emergency shelters and other services. Adhering to constitutional standards, city police officers would be required to consider whether there is available shelter space before taking enforcement action. Where there is no available shelter space, it would be impossible for some individuals to comply with this ordinance and therefore police officers would not have legal authority to issue citations or require campers to move. Jones v. City of Los Angeles, 444 F.3d 1118 (9th Cir. 2006), vacated, 505 F.3d 1006 (9th Cir. 2007).

Violators would not be booked into custody upon arrest, but rather referred to community court and issued a summons.

## **FISCAL ANALYSIS**

### **A. Assumptions**

- A percentage of violators will be diverted to community court and will therefore no longer be camping. With this reduction in camping, the number of camp referrals to the police is reduced, allowing NROs to focus on other areas in their neighborhoods.
- Fewer campers will result in less refuse and less biohazard related issues, which in turn reduces the amount of time and money that city departments spends picking up and disposing the refuse, and the time that police spend providing safety backup.
- Fewer camps reduces the potential for fires.
- Fewer calls to 311 and fewer referrals to all involved departments tasked with handling the camps.
- Potentially reduction in calls for service from neighborhoods on a variety of complaints related to safety arising from camping.
- Potential increase in demand for housing, MHP services, treatment for drug or alcohol abuse, job training, etc.
- The Spokane Municipal Court will continue to operate a Community Court to address the needs of misdemeanants who commit low-risk quality-of-life crimes.
- Community Court will continue to use incarceration sparingly as a sanction with a heavy emphasis on non-jail options.
- Police will take no enforcement action at times when emergency shelters are at capacity and unable to accommodate campers.
- Assuming the shelters have capacity to provide temporary shelter, most campers will voluntarily relocate to emergency shelters without being cited under this ordinance.

### **B. Fiscal Impacts - 2017**

Complaints about camps are referred through Community Housing and Human Services, which then organizes a multi-agency effort to undertake cleanup.

#### **1. Community Housing and Human Services (CHHS)**

One CHHS staff person spends, on average, 1 hour per day (20 hours a month) on encampment response. That includes the following activities:

- Reviewing new encampment notifications in CRM

- This includes the time to ensure that the necessary information for a good referral out is included in the report and ensuring that new reports are not duplicates of existing ones.
- Drafting notifications of new encampments for the response team(s)
- Reviewing additional comments/complaints on existing encampments in CRM
- Following up on existing reports with 311, SPD, Parks, Code, Outreach, and other City entities
- Updating reports in CRM with new information from 311, SPD, Outreach, and the various cleanup crews involved
- Responding to complaints and inquiries from the Mayor's Office, City Council staff, and the public about highly visible or otherwise problematic encampments
- Responding to ad hoc requests for reports and information from City entities on encampments
- Attending ad hoc meetings around the homeless encampment response process

**Partial spreadsheet of camps from 2017:**

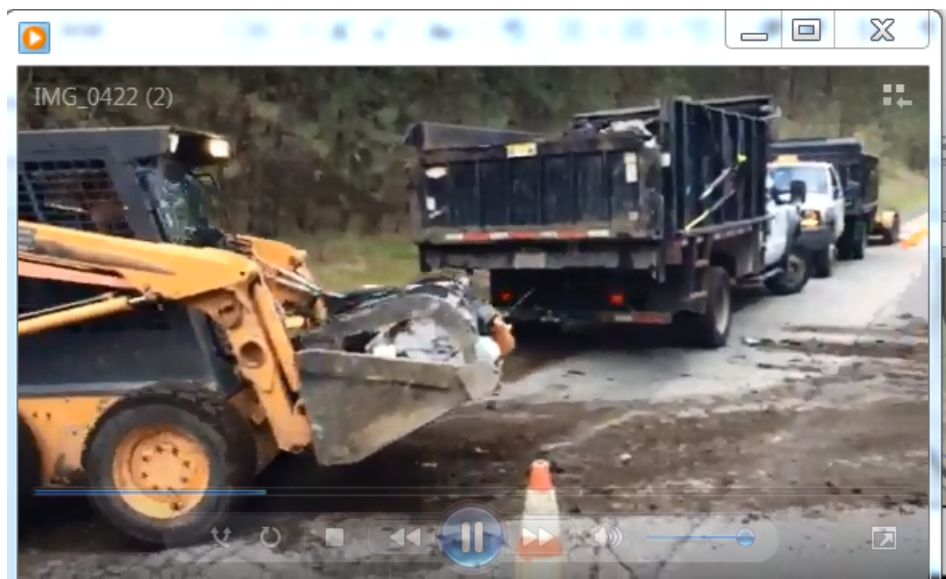
Created On	Location Address	Parcel Number
10/26/2017 12:52 PM	504 S Coeur D' Alene St	25242.1410
10/30/2017 8:59 AM	3800 E. Central	
10/30/2017 9:09 AM	1924 E. 1st	
10/30/2017 9:10 AM	E. South Riverton Ave. & Lee St.	
10/30/2017 9:28 AM	1418 E. Trent Ave	35163.2116
10/30/2017 12:34 PM	Crestline and E. South Riverton	
11/1/2017 11:26 AM	11 E Ermina St	35083.3408
11/1/2017 2:47 PM	Stone and E. South Riverton	35094.0810
11/2/2017 8:31 AM	2121 e Upriver Dr	35094.0176
11/2/2017 10:39 AM	15 N Grant St (Riverside & Grant) Parcel #35173.1301	35173.1301
11/2/2017 12:52 PM	1904 E South Riverton Ave	
11/2/2017 2:04 PM	1503 S. Rustle	
11/7/2017 8:25 AM	402 N Perry St	
11/8/2017 3:59 PM	2422 W Riverside	25133.2013
11/9/2017 9:28 AM	1700 - 1800 E South Riverton	35093.0008
11/9/2017 10:58 AM	Franklin Park, south parking lot	36314.0001
11/9/2017 1:41 PM	2209 W Clarke Ave	25133.1717
11/13/2017 8:27 AM	2230 W Riverside Ave	
11/13/2017 5:05 PM	9th and Washington	35194.2807
11/14/2017 7:21 AM	1636 W Fairview Ave	
11/14/2017 8:24 AM	3203 N Market St	
11/14/2017 12:34 PM	1118 W Railroad Alley Ave	
11/14/2017 3:05 PM	245 W Main Ave	35184.0922
11/14/2017 3:18 PM	402 W Glass Ave	35064.1327
11/15/2017 10:09 AM	E Buckey and N Upriver Dr	35111.0001
11/15/2017 12:19 PM	722 N Superior	35174.0004
11/15/2017 4:27 PM	1827 W Spofford ave	25124.0908
11/16/2017 9:08 AM	2104 N. Division	
11/16/2017 9:25 AM	511 S Adams St	35192.4201
11/16/2017 9:53 AM	Mission and E. Upriver Dr.-Freya and Upriver Dr.	
11/16/2017 10:39 AM	2028 W Pacific Ave	25241.0705
11/17/2017 9:19 AM	123 S Wall st	35191.5518
11/17/2017 11:28 AM	2121 E Upriver Dr	35094.0176
11/20/2017 9:46 AM	Harmon Park - E. Bismark and N. Market	

## **2. Code Enforcement**

The Code Enforcement Supervisor oversees the work of the Geiger crew (a Correctional Deputy and six to eight inmates) and the Litter Crew of four. In addition, six Code and fifteen Parking Officers may both respond to complaints of vehicles, motor homes, and travel trailers on the right of way; at times some of these are occupied, but that occupation is not tracked separately by Code.

The Litter Crew is involved in clean ups of motor homes and travel trailers when they become abandoned. The weight of those loads are not sorted from clean ups of illegal dumps either, nor may they be directly tied to campers. Both Litter Crew and Geiger respond to Parks when their staff needs assistance with large encampments. Not just looking at the Geiger work, an encampment response includes four litter crew staff, a Neighborhood & Housing Specialist and the Code Enforcement supervisor.

Camp cleanups also involve the Code Enforcement officer assigned to the respective area (six areas to cover the entirety of the city). As for Geiger, Code Enforcement pays a flat rate for up to 8 inmates, and up to 2 supervisors. The labor (decreased from market rate) and disposal is included in the cost for the Geiger contract.



## **3. Spokane Fire Department**

In 2017, the average number of SFD units on a brush incident were 2.842697 ~ 3 per incident. The average # of units is 2.842697 ~ 3 per call. The average committed time (calculated as first dispatch date to last available date) is: 4421.685 seconds ~ 74 minutes. The cost for an SFD Engine is approximately \$300/hour. Brush fires attribute to a (very) roughly estimated cost of \$90,000 annually for SFD.

#### 4. **Parks Department Impact**

Among City departments, the Parks Department has among the most quantifiable measures of the impact of camping. Park Rangers and officials patrol the parks and shoreline for unlawful camping and related to their efforts to maintain the properties as required by law.

<b>Parks Costs Related to Cleanup Associated with Camps</b>	
	<b>2017</b>
Labor costs - river crew	\$32,268.41
Work hours	1,594.5
Pounds of Debris	66,010
Cost of Disposal of Debris	\$4,907.57
Park Ranger Hours	70
Total Park Ranger Cost at \$15/hour	\$1050
Average camp size	1260 lbs debris
Total hours to clean up	11 hours per camp
Average hourly wage for labor	\$80.17
Cost to dispose of the debris	\$0.74 per pound
Total cost per camp	\$975.11/camp
Total camps cleaned up	4 camps
Total debris disposed of	5,040 lbs.

The figures for the Park Rangers are based on the last cleanup in which they had two staff on Thursday working 6 hours a piece and 4 staff working 8 hours on Friday. The labor Foreperson is generally always on the cleanup crew. There were 4 camps total cleaned up with a total debris disposed of totaling 5,040 lbs. They have listed their labor rates below and have included benefits and overhead in the per hour figures.

During 2017, Park Rangers spent 70 hours on Camping Abatement at a rate of \$15/hour for a total of \$1050 in labor costs. The format was two rangers going out twice a week with Dave Randolph to post camp notices, and as a physical presence during cleanup efforts. Having the Rangers physically go with Dave Randolph to post notices and clear camps prior to his crew entering was highly effective. This worked well because the first day of the week, Rangers would post notices with Dave. Day 2 consisted entirely of cleaning up those posted camps 48 hours later.

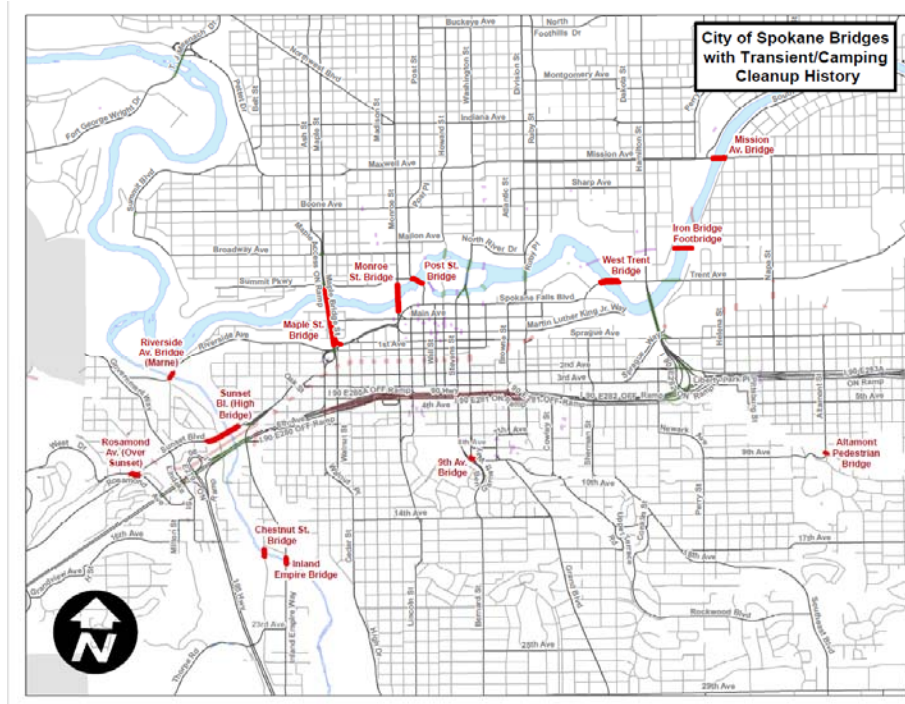
Actual labor associated with the cleanup of the river banks, natural areas and conservation lands is expected to increase initially as efforts to move encampments take hold in the remaining weeks of Spring. The necessity of deploying parks personnel for this task is expected to remain constant as enforcement of the ordinance takes place. Overall labor costs for 2018 may be static, at least initially, as campers are directed to Community Court and placed under the supervision of the Spokane Municipal Court and the team of service providers. No additional labor costs are expected to perform this work. A long-term forecast anticipates a modest reduction as individuals engage in services. The long-term goal is the ability of the parks department to reassign personnel currently engaged with cleanup efforts on an ongoing basis to other projects.

#### 5. **Streets Department**

##### Fiscal Impact



The Streets Department sends out a bridge crew which cleans up camps. During these operations, they see lots of old clothes, tarps, tents, needles and feces. They also see graffiti and destruction of work that they have previously done. Some examples are digging into the abutments on Sunset Bridge so that individuals can have a place to camp. They then have to go and gunnite (concrete) the bottoms of the piers. They have also had occasions where there have been fires next to piers which can compromise the integrity of the structure. The crew has put fencing up in certain areas to keep people out of abutment areas only to have the fencing cut or torn down a few days later. Between the camp clean-ups, graffiti, fencing, disposal fees, labor hours, and other things associated with the destruction around bridge structures, the Streets Department estimates spending in the \$30,000.00 a year mark.

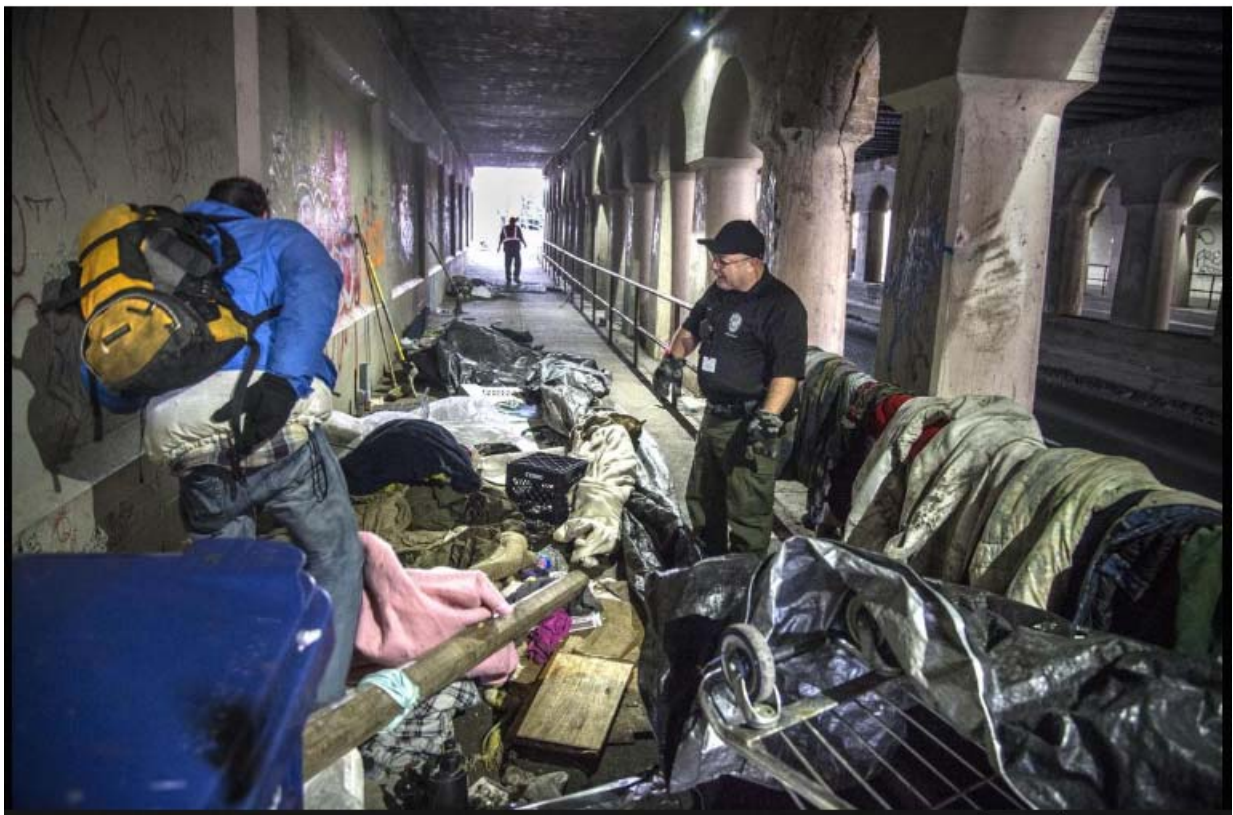


### Street Safety

On one occasion during 2017, Scott Gale of the Streets Department was asked to meet Police officers at the parking lot behind Fast Eddies tavern. It is located at Spokane Falls and Division. Individuals had taken down some wood coverings and chipped away at a rock retaining wall to gain access under Spokane Falls roadway. Two police officers and Mr. Gale entered the area. There were a total of three cells. The first cell was full of trash. It contained old bottles, food containers, bags of garbage, plenty of used needles, wood pallets, and lots of old papers. The second cell was obviously the bathroom. The last cell was the sleeping quarters. It contained blankets, sleeping bags, and another large quantity of used needles. They found no occupants in any cells. They exited the area and contacted some of the bridge crew to show up with some old fencing. They installed the fencing closing off the openings using ¼ inch anchors.







## 6. Police Department Impact

### Fiscal Impact

Currently, the police department engages the services of approximately twenty (20) uniformed officers in the occasional patrol and enforcement of various public lands and properties throughout the city, including in public parks, pursuant to citizen complaints and as part of a cadre of city personnel invested in the posting and cleanup up of unsanitary encampments and associated large volumes of solid waste.

Police officers are needed as crucial members of the city cadre for the posting of encampments and for backup related to this effort because of the safety risks associated with the safe removal of encampments. They are involved from the time a camp is identified and remain throughout the entire time the litter crew is working. Neighborhood resource officers work with patrol officers to fulfill this role in the precincts at local parks and downtown. South, north and downtown captains designate officers to high priority areas of greatest concern, including Riverfront Park, the banks of the Spokane River, along trails and their adjacent buffer zones.

No additional FTE's are being requested in the police department with the adoption of this ordinance. Although the initial projection for 2018 is that the costs will remain approximately the same as 2017, it is anticipated that passage of this ordinance will, over the course of time, cause some individuals to engage in services thereby resulting in a modest decrease in camps. Even a slight reduction would free up officer time and resources to realign with higher priority calls.

Police officer time is calculated at \$45 per hour for officers, \$50 for a sergeant and \$70 for a captain. The amount of time and personnel from the police department on the posting of illegal encampments and on providing safety backup to the cleanup of rubbish and solid waste in 2017 was as follows:

<b>Police Costs Related to Cleanup Associated with Camps</b>	
	2017
<b>Downtown Precinct</b>	
Staff dedicated to transient camp issues	10 officers plus 1 sergeant
Hours spent on cleanup of encampments	768
Total Downtown Officer Cost	\$35,040
Total Real Cost w/ Benefits and Overhead	\$70,709.49
<b>North Precinct</b>	
Staff dedicated to transient camp issues	6 NROs
Hours spent on cleanup of encampments	545 hours
Total North Precinct Officer Cost	\$24,800
Total Real Cost w/ Benefits and Overhead	\$53,333.19
<b>South Precinct</b>	
Staff dedicated to transient camp issues	3 NROs
Hours spent on cleanup of encampments	2,340 hours
Total South Precinct Officer Cost	\$105,300
Total Real Cost w/ Benefits and Overhead	\$226,451.02
<b>Total No. of SPD Personnel</b>	<b>20</b>
<b>Total No. of hours</b>	<b>3,653</b>
<b>Total Costs for SPD</b>	<b>\$350,493.71</b>

Other considerations:

In order to ensure that the police department can take the most efficient approach to enforcement of this ordinance, the City should pursue a method of determining the available shelter space in Spokane homeless shelters in real time so that officers involved in enforcement of quality-of-life misdemeanors can electronically access updates that indicate available shelter space in a reliable consistent manner.

The House of Charity indicates that space will always be available and that no one will be turned away. However, the Homeless Management Information System (HMIS) solution, which tracks shelter stays and a broad range of other data sets, could provide such a 'real time' accounting. Unfortunately, the Community, Housing & Human Services Department is currently dependent on its agency partners to update the data in the system, which frequently doesn't happen the same day it's collected. That makes it difficult to get accurate data to those in the field. Getting to the place where the City can depend on accurate, real time, data on shelter availability is a necessary goal of the HMIS Team. The City should consider an investment to ensure that such data is collected.

**7. Court Impact**

Additional offenders are expected to be referred to Community Court annually. Although the precise impact is unknown, this proposal anticipates additional use of this court docket and its staff as well as an increased demand on service providers, including behavioral health counseling and housing assistance. It is not anticipated that additional FTE's would be needed to staff Community Court under this proposal.

**8. Jail Impact**

Because this proposal addresses quality of life behavior and establishes the lowest criminal penalty, and because offenders will be diverted to community court in lieu of booking them into the jail, there is no expectation that jail admissions will be impacted.

**9. Emergency Shelter Services**

This proposal is expected to increase the demand for shelter services and temporary housing as encampments are moved off of the riverbanks and conservation lands.

**Sources**

Spokane Police Department  
Spokane Parks and Recreation  
Code Enforcement  
Community Housing and Human Services

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

04/30/2018

<u>Date Rec'd</u>	4/18/2018
<u>Clerk's File #</u>	ORD C35616
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	LORI KINNEAR 6256269	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 PARKS CODE UPDATE		

Agenda Wording

An ordinance relating to Parks; amending Chapter 12.06 SMC and repealing 10.10.040 of the Spokane Municipal Code.

Summary (Background)

See attached background, ordinance description, and impact.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Select	\$			#	
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>				<u>Council Notifications</u>	
<u>Dept Head</u>		MCDANIEL, ADAM		<u>Study Session</u>	
<u>Division Director</u>				April 12	
<u>Finance</u>		BUSTOS, KIM		<u>Other</u>	
<u>Legal</u>		PICCOLO, MIKE			
<u>For the Mayor</u>		DUNIVANT, TIMOTHY		<u>Distribution List</u>	
<u>Additional Approvals</u>				Justin Worthington	
<u>Purchasing</u>				Leroy Eadie	
<u>CITY COUNCIL</u>		MCDANIEL, ADAM		Mary Muramatsu	

BRIEFING PAPER  
CITY OF SPOKANE  
LEGAL DEPARTMENT/PUBLIC SAFETY COMMITTEE  
April 2, 2018

Subject:

Relating to Parks; amending Chapter 12.06 SMC and repealing 10.10.040 of the Spokane Municipal Code.

Background:

The Parks Department requests this omnibus “cleanup” revision of the Park Code. Municipal code provisions related to the operation of Spokane’s public parks require updating to reflect operational changes with the Parks Department, such as the establishment of the Park Rangers, and for consistency with Park Board decisions that have been made over the past several years, such as the incorporation of adjacent buffer lands into the Park Board’s jurisdiction. At the same time, safety concerns associated with other outdoor activities often seen in the parks have called for tighter park regulations and improved security. The Parks Department has requested a rewording of select provisions with the Park Code to more effectively regulate conduct commonly seen in the parks.

Additionally, among the suggested revisions are changes to park regulations, currently found both under Chapter 12.06 SMC and SMC Section 10.10.040. These should be merged and the penalties associated with park violations made consistent between the two sections. Currently SMC 12.06.100 establishes gross misdemeanor penalties for park violations, whereas the reference to SMC 10.10.040 in SMC 1.05.210 makes park violations a class 1 infraction. Additionally, other park violations establish the same conduct as crimes or infractions set forth in state law or elsewhere in the municipal code while assigning different penalties. This proposal would conform those penalties or remove them altogether as separate park violations.

A summary of the proposed changes to “Parks” - Chapter 12.06 SMC is as follows:

1. Retitles this Chapter “Park Code” and deletes SMC 12.06.010 as currently written  
The following language in 12.06.010 is being stricken as unnecessary: “This chapter may also be referred to as the “park code.” It is an exercise of the police power and shall be liberally construed.”
2. Defines the “jurisdiction” of the Park Board  
Old Language:  
    Authority – Park Board (Currently Section 12.06.020)  
    The park board has authority over public squares and parks, park drives, parkways, boulevards, play and recreation grounds and facilities. It sets fees as provided in SMC 8.02.063; it adopts rules as specified in SMC 10.10.040(A). Failure to comply with any such rule or regulation shall be deemed to be a violation of this chapter.  
  
New Language:  
    Jurisdiction of the Park Board (Renumbered as Section 12.06.010)  
    The Park Board has jurisdiction over all property, including undeveloped property, designated as public parks and the buffer lands adjacent to them, including: parks, public squares, park drives, parkways, boulevards, trails, playgrounds, natural areas,



recreation grounds and conservation lands. The Park Board sets fees as provided in SMC 8.02.063 and adopts rules and regulations as set forth in this chapter.

3. Separately defines the “authority” of the Parks Department under Section 12.06.020

New Language:

The parks department has authority for management, maintenance and limited law enforcement on or within all property under the jurisdiction of the Park Board, including the authority of park rangers to issue citations and infractions for violations of park rules.

4. Recognizes the role of the park rangers.

- In the statement of authority under SMC 12.06.020
- In the newly revised definitions under SMC 12.06.030.G

5. Adds definitions not currently in the Park Code (SMC 12.06.030) :

- “Park Property” SMC 12.06.030.D
- “Park Rangers” SMC 12.06.030.E
- Expands the definition of “Park” to add “...trails, unimproved locations, natural areas and any conservation land or undeveloped property under the control of the park board.” SMC 12.06.030.C

6. Places all Park Violations under one section: SMC 12.06.040

- Moves all Park Violations found in SMC 10.10.040 and places them under 12.06.040;
- Repeals SMC 10.10.040
- Reorganizes the park violations by topic:
  - Park Grounds & Maintenance SMC 12.06.040.A
  - Vehicles and Watercraft SMC 12.06.040.B
  - Games and Athletics SMC 12.06.040.C
  - Animals SMC 12.06.040.D
  - Drugs and Alcohol SMC 12.06.040.E
  - Weapons and Projectiles SMC 12.06.040.F
  - Other Uses of park Property and Facilities SMC 12.06.040.G

7. Establishes a clear penalty for park violations under SMC 12.06.050, making them class 1 civil infractions unless otherwise indicated. Violations that carry a different penalty are clearly labeled as such.

8. Changes park hours of closure for improved public safety. SMC 12.06.040.G.4.

- Revises the current hours of 11 p.m. to 4 a.m. and changes them to 10 p.m. to 6 a.m. for increased public safety.

9. Other Minor Revisions:

- Revises park grounds and maintenance violations consistent with current problems (i.e. conduct that tampers with trees and landscaping, or pierces the grounds of the park, etc.) SMC 12.06.040.A.1
- Prohibits the use of “remote controlled vehicles, unmanned air systems (drones) or other hobby craft” if used in a manner that is dangerous to persons or property, under SMC 12.06.040.C.3.

- Removes noise as a separate park violation, as public disturbance noise already exists as a violation under Chapter 10.08D. (SMC 10.10.040.B.2 therefore not incorporated into this revision.)
- Allows fishing in the river, but prohibits fishing in ponds. This is not addressed in the current code. It is now in SMC 12.06.040.D.3.
- Conforms the penalty for alcohol in the park (now numbered SMC 12.09.040.E.1) to that of state law – RCW 66.44.100. It is a class 3 civil infraction under this revision. Local penalties, to be constitutional, must be consistent with the same penalties under state law.
- Continues to regulate a variety of dangerous weapons in the park (explosives, bow and arrow, slingshot or other weapon, toy or real, pellet guns), but removes as a park violation language that prohibits the possession of “any dangerous weapon as defined in chapter 9.41 RCW” (formerly under SMC 10.10.040.F.1). This behavior is a crime under RCW 9.41.250, codified in the municipal code, and is subject to arrest and criminal penalties.
- Removes the word “firearm” from the park rule (SMC 12.06.040.F.1) that says:  
     “No person may shoot, fire or explode any firearm, fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.”

**Basis:** Shooting a firearm in a park is not infraction activity; it is a separate state law violation under RCW 9.41.230, and is a gross misdemeanor.

- Subjects those who use fire pits and barbecue pits to the prohibitions of any official burn ban in addition to requiring that fires be contained in designated fire pits or park-provided barbecue pits. SMC 12.06.040.G.2

**Impact:**

This proposed revision to “Parks” Chapter 12.06 SMC is supported by the Parks Department and the Police Department. The cleanup provisions within the Municipal Code will make it easier for the public to understand the park rules by placing them in one location where the penalties are clear. This revision is also expected to improve enforcement efforts by both Park Rangers and Spokane Police Officers while serving the ends of public safety within the City’s parks.

## ORDINANCE NO. C35616

An ordinance relating to Parks; amending Chapter 12.06 SMC and repealing 10.10.040 of the Spokane Municipal Code.

**NOW, THEREFORE,** the City of Spokane does ordain:

**Section 1.** That Chapter 12.06 SMC is amended to read as follows:

Chapter 12.06 Park Code

### Section 12.06.010 Jurisdiction of the Park Board

The Park Board has jurisdiction over all property, including undeveloped property, designated as public parks and the buffer lands adjacent to them, including: parks, public squares, park drives, parkways, boulevards, trails, playgrounds, natural areas, recreation grounds and conservation lands. The Park Board sets fees as provided in SMC 8.02.063 and adopts rules and regulations as set forth in this chapter.

### Section 12.06.020 Authority of Parks Department

The parks department has authority for management and maintenance within all property under the jurisdiction of the Park Board, including the authority of park rangers as defined in their limited commissions and within the scope approved by the Spokane Police Department.

### Section 12.06.030 Definitions

The terms herein used, unless clearly contrary to or inconsistent with the context in which used shall be construed as follows:

A. "Director" means the director of parks and recreation of the City.

B. "Park" means and includes all City parks, public squares, park drives, parkways, boulevards, golf courses, park museums, pools, bathing beaches, and playgrounds, recreation grounds, trails, unimproved locations, natural areas and any conservation land or undeveloped property under the control of the park board.

C. "Park Board" means the park board of the City as established by the City Charter.

D. "Park property" means all grounds, facilities, equipment, pillars, monuments, gazebos, displays, retaining walls, fixtures, vegetation, trees, turfed areas, playground equipment, athletic courts, parking lots, bathrooms, picnic areas, shelters and sports facilities.

E. "Park rangers" are uniformed limited-commissioned Parks Department employees who patrol city parks, enforce park rules, regulations and other laws in city parks within the authority of their limited commission and within the scope approved by the Spokane Police Department. They also administer first aid, act as good will ambassadors and otherwise work to ensure a safe environment for park guests.

#### Section 12.06.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

##### A. Park Grounds and Maintenance

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

##### B. Vehicles and Watercraft

1. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.
2. No person may park outside designated parking areas.
3. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
4. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street bridge and the west line of the Monroe Street bridge.

##### C. Speed

1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

##### D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the director of the parks department or his or her designee.
2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

#### E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.
3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.
5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

#### F. Drugs and Alcohol

1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused

products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.

#### G. Weapons and Projectiles

1. Any person who possesses a dangerous weapon as defined in RCW 9.41.250 is guilty of a gross misdemeanor, except when lawfully carrying firearms consistent with state law.
2. No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

#### H. Other Uses of Park Property and Facilities

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment. A violation of this provision is a misdemeanor.
  2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.
  3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
  4. No person may be in a City park during the hours of closure without the express permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year.
  5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.
- I. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

#### Section ~~12.06.100~~ ((12.06.050)) Penalty for Violation of Park Rules and Regulations

Except as otherwise specifically provided, a violation of Park Rules and Regulations shall constitute a class 1 civil infraction.

## Section 12.06.110 ((12.06.070)) Severability

If any part, provision, or section of this chapter is held to be void or unconstitutional, all other parts not expressly so held shall continue in full force and effect.

## Section 2. SMC section 10.10.040 is hereby repealed.

### ~~Chapter 12.06 Parks~~

#### ~~Section 12.06.010 Park Code — Police Power — Construal~~

~~This chapter may also be referred to as the “park code.” It is an exercise of the police power and shall be liberally construed.~~

#### ~~Section 12.06.020 Authority — Park Board~~

~~The park board has authority over public squares and parks, park drives, parkways, boulevards, play and recreation grounds and facilities. It sets fees as provided in SMC 8.02.063; it adopts rules as specified in SMC 10.10.040(A). Failure to comply with any such rule or regulation shall be deemed to be a violation of this chapter.~~

#### ~~Section 12.06.030 Definitions~~

~~The terms herein used, unless clearly contrary to or inconsistent with the context in which used shall be construed as follows:~~

- ~~A. “Director” means the director of parks and recreation of the City.~~
- ~~B. “Park” means and includes all City parks, public squares, park drives, parkways, boulevards, golf courses, park museums, zoos, pools, bathing beaches, and play and recreation grounds under the jurisdiction of said park board.~~
- ~~C. “Park board” means the park board of the City as established by the Charter of said City.~~

~~Wherever consistent with the context of this chapter words in the present, past, or future tenses shall be construed to be interchangeable with each other and words in the singular number shall be construed to be interchangeable with words in the plural.~~

#### ~~Section 12.06.040 Violations — Cross Reference~~



~~In addition to offenses specified herein, park violations are specified in SMC 10.10.040.~~

#### ~~Section 12.06.050 Teasing, Annoying, or Injuring Animals Prohibited~~

~~It is unlawful in any manner to tease, annoy, disturb, molest, catch, injure, or kill, or to throw any stone or missile of any kind at, or strike with any stick or weapon, any animal, bird, fowl, or fish; or to feed any fowl, except at areas designated by the park board, in any park.~~

#### ~~Section 12.06.060 Practicing and Playing Games~~

~~It is unlawful to practice or play golf, baseball, archery, hockey, tennis, or other games of like character except at places set apart for such purposes by the park board. It is unlawful to throw or propel any missile or other object where such activity may be hazardous to others.~~

#### ~~Section 12.06.070 Depositing Refuse~~

~~It is unlawful to throw any refuse, litter, broken glass, crockery, nails, shrubbery, trimmings, junk, or advertising matter in any park or to deposit any such material therein, except in designated receptacles.~~

#### ~~Section 12.06.080 Races Prohibited in Park~~

~~It is unlawful to engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the park board.~~

#### ~~Section 12.06.090 Aiding and Abetting Violations~~

~~Anyone concerned in the violation of this chapter, whether directly committing the act or omitting to do the thing constituting the offense, or who aids or abets the same, whether present or absent, and anyone who directly or indirectly counsels, encourages, hires, commands, induces, or otherwise procures another to commit such offense, is and shall be a principal under the terms of this chapter and shall be proceeded against and prosecuted as such.~~

#### ~~Section 12.06.100 Penalty for Violations~~

~~Except as otherwise specifically provided, violation of or failure to comply with the provisions of this chapter subjects the offender to a fine in any sum not exceeding five thousand dollars, or to imprisonment for a term not exceeding one year, or to both such fine and imprisonment.~~

#### ~~Section 12.06.110 Severability~~

~~If any part, provision, or section of this chapter is held to be void or unconstitutional, all other parts not expressly so held shall continue in full force and effect.~~

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**Agenda Sheet for City Council Meeting of:**  
10/23/2017

<b>Date Rec'd</b>	10/6/2017
<b>Clerk's File #</b>	OPR 2017-0726
<b>Renews #</b>	

<b>Submitting Dept</b>	WATER & HYDROELECTRIC SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAN KEGLEY EXT. 7821	<b>Project #</b>	
<b>Contact E-Mail</b>	DKEGLEY@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	4100 - MEDICAL LAKE WATER SUPPLY INTERTIE AGREEMENT		

**Agenda Wording**

Intertie agreement with the City of Medical Lake to supply water in the event of shortages and emergency needs.

**Summary (Background)**

The City of Medical Lake requested an emergency intertie with the City of Spokane in 2009. This intertie will provide supplemental water in drought conditions during a stressed aquifer and in case of emergencies. Medical Lake will be responsible for all costs of construction and for appurtenance maintenance past the point of delivery. Usage cannot exceed 800 gallons per minute without a new agreement. Revenue estimate based on four months supplemental use and a thirty day emergency.

<b>Fiscal Impact</b>	Grant related? NO	<b>Budget Account</b>
	Public Works? NO	
Revenue	\$ 100,000.00	# 4100-42410-34052-34328-99999
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	KEGLEY, DANIEL	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PWC 9/25/2017
<b><u>Finance</u></b>	CLINE, ANGELA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH	dkegley@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	jsakamoto@spokanecity.org	
<b><u>Additional Approvals</u></b>		sjohnson@spokanecity.org	
<b><u>Purchasing</u></b>		acline@spokanecity.org	

**BRIEFING PAPER**  
**Public Works**  
**Water Department**  
**September 25, 2017**

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**Subject**

Intertie agreement with the City of Medical Lake to supply water to address supplemental needs and meet demands during emergencies.

**Background**

In 2009, the City of Medical Lake approached the Water Department to request an emergency intertie with the City of Spokane. The intertie would provide supplemental water during drought conditions in a stressed aquifer and also provide an additional amount that could to be provided in emergency situations.

**Impact**

The City of Spokane would install needed water quality monitoring equipment and would have the option of installing a flow control valve to regulate the amount of water delivered. Medical Lake would be responsible for establishing the point of connection and all installation and maintenance beyond the point of delivery as outline in exhibit A.

**Summary**

Medical Lake will be responsible for all costs associated with construction of the intertie which includes: the General Facility Charge, tap, meter, backflow assembly, and vault. Also, they will be responsible to maintain all appurtenances past the point of delivery. The City of Spokane will be responsible for meter maintenance and all infrastructures prior to the point of delivery. In total Medical Lake could not exceed 800 gallons per minute in total without a new agreement.

**Action**

Recommend approval

**Funding**

Funding for the flow control valve and water quality monitoring equipment will be by Water Department funds.

Spokane City Clerk File No. \_\_\_\_\_  
Medical Lake City Clerk File No. \_\_\_\_\_

## **WATER SUPPLY AGREEMENT BETWEEN MEDICAL LAKE and the CITY OF SPOKANE**

THIS WATER SUPPLY AGREEMENT (“Agreement”) is entered into by THE CITY OF SPOKANE (“Spokane”), a municipal corporation of the State of Washington and First Class Charter City, with a principal place of business located at 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, and the CITY OF MEDICAL LAKE (“Medical Lake”), a municipal corporation of the State of Washington and Optional Municipal Code City, with a principal place of business located at 124 S Lefevre, Medical Lake, Washington, each a “Party” and collectively the “Parties.”

### **RECITALS**

- A. Spokane owns and operates a Chapter 70.119A Group A Public Water System (“Spokane Water System”) that supplies and distributes potable water to its own resident customers.
- B. The Spokane Water System currently has the water resources, capital facilities and infrastructure, and funding to regionally supply and distribute treated domestic water to wholesale purveyors and numerous retail customers outside the Spokane’s corporate limits, and has done so historically.
- C. Spokane owns and operates a series of wells pursuant to a series of water rights that are authorized to provide wholesale water within a regional wholesale service area, as approved in its Water System Plan (“Spokane Water System Plan”), promulgated in accordance with Chapter 43.20 RCW and entitled “City of Spokane, Comprehensive Water System Plan,” Volumes 1 and 2, dated January 12th, 2017 adopted and approved by the City of Spokane City Council by Resolution dated March 2015 and approved by the State Department of Health (“State DOH”), as said document may be amended, revised, or updated from time to time.
- D. In accordance with the planning and goals set forth in its Spokane Water System Plan, Spokane seeks to fulfill and implement its role as regional water supplier by including the City of Medical Lake as a wholesale water customer.
- E. Medical Lake, owner of its own Chapter 70.119A Group A Public Water System (“Medical Lake Water System”), seeks to supplement and stabilize its existing water supply portfolio by interconnecting to the Spokane Water System to ease Medical Lake’s service demand stress on its water supply during peak daily and seasonal timeframes.

- F. Medical Lake approached Spokane to negotiate business term parameters whereby Spokane would supply Medical Lake with drinking water to supplement Medical Lake's existing water resource portfolio.
- G. The Parties now seek to reduce their business negotiations to a formal, legally binding agreement outlining their respective rights and responsibilities.
- H. The Parties acknowledge that numerous state and local regulatory approvals will be required in addition to design and construction completion before Spokane provides and Medical Lake accepts water delivery under this Agreement.
- I. The Parties desire to form a mutually beneficial stewardship relationship to manage the water resources. The Parties agree to cooperate with each other to the greatest extent feasible to secure state and local regulatory approvals, revise respective comprehensive water plans and implement the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein, and the mutual promises and benefits exchanged by the parties herein, the Parties do hereby agree as follows:

**1. Term.**

- 1.1. This Agreement shall take effect on the date that both Parties have duly executed the Agreement. This Agreement shall remain in full force and effect for a period of twenty (20) years, unless earlier terminated (in whole or in part) ("Term"). The Parties agree to review and modify as necessary at five (5) year intervals.
- 1.2. The provisions of section 1.1 notwithstanding, the Term of this Agreement may be extended by written agreement of the Parties and by a duly executed Amendment to this Agreement. Extensions may be in five (5) year intervals or as agreed by the Parties.
- 1.3. Future Connection/Increased Capacity. Any additional capacity or terms beyond those contained in this Agreement will be through a written executed amendment to this Agreement.
- 1.4. All obligations incurred during the Term shall survive expiration or termination of the Agreement.
- 1.5. Either Party may provide notice of Termination upon six(6) months written notice to the other party.

**2. Regulatory Approvals.** The Parties acknowledge and agree that the following regulatory approvals and property rights are necessary before water deliveries may begin.

- 2.1. Spokane must obtain the following state and local approvals regarding this Agreement:

- 2.1.1. State Department of Health; and

- 2.1.2. State Department of Ecology.

Spokane will bear all initial costs of obtaining this regulatory approval. Spokane will keep Medical Lake informed of status, will advise Medical Lake when these approvals have been obtained, and will provide copies of these approvals to Medical Lake promptly after they have been obtained.

- 2.2. Medical Lake must obtain the following state and local approvals regarding this Agreement:

- 2.2.1. State Department of Health; and

- 2.2.2. State Department of Ecology.

Medical Lake will bear all initial costs of obtaining these regulatory approvals. Medical Lake will keep Spokane informed of status, will advise Spokane when these approvals have been obtained, and will provide copies of these approvals to Spokane promptly after they have been obtained.

- 2.3. The Parties shall collaborate on obtaining any approvals necessary from Spokane County and shall bear their own initial costs of obtaining any such approval.

- 2.4. If unanticipated permits, regulatory approvals, or property or access rights (collectively, with the approvals described in Section 2, "Regulatory Approvals") are necessary, the Parties will meet and confer in good faith to allocate costs and responsibility for the same.

### **3. Construction, Funding, and Responsibility for Improvements.**

- 3.1. Medical Lake shall apply and pay for all Spokane Application(s) for Connection required to deliver wholesale water pursuant to this Agreement in accordance with Title 13, Chapter 13.04, Section 13.04.0502, and Applications for Connection Spokane Municipal Code ("Application for Connection"). Medical Lake shall also pay a Water General Facilities Charge as outlined in Title 13 Chapter 13.04, Section 13.04.2042 E-1.

- 3.1.1. Medical Lake shall purchase a backflow prevention device or assembly consistent with Chapter 246.290 WAC, from and approved by Spokane, designed and tested to counteract back pressure and back siphonage ("Medical Lake Backflow Prevention Device"). Medical Lake shall have



the Medical Lake Backflow Prevention Device tested by a certified Backflow Assembly Tester, approved by the Water Department for compliance with Legal Requirements. A copy of each year's test along with a certification that the backflow assembly complies with Legal Requirements and is in good working condition shall be provided to Spokane each year.

- 3.1.2. Medical Lake shall purchase from Spokane a tap ("Tap") and initial master meter ("Initial Master Meter") in accordance with Spokane Municipal Code Title 13, Chapter 13.04, Section 13.04.0602 A, including, any initial testing and/or inspection fees required by Spokane.
- 3.1.3. Medical Lake shall purchase/construct a vault of adequate dimension to accommodate the initial master meter, the backflow assembly and the flow regulating valve.
- 3.1.3 Spokane will design and construct a Flow Control Valve. Said design and construction shall be at the sole discretion of Spokane. Spokane shall bear all costs associated with the design and construction of the Flow Control Valve.
- 3.1.4 Spokane shall install the Medical Lake Backflow Prevention Device, the Initial Master Meter, the Flow Regulating Valve, the Tap, and perform the initial backflow assembly test.
- 3.2. The Parties agree that additional improvements are required to effectuate the terms of this Agreement. The Improvements' general location and layout are shown and described on Exhibit "A". The Parties shall design and construct their respective improvements in a manner that is consistent with the provisions of all applicable local, state, and federal law, permits, regulatory approvals, manufacturers' specifications and in a good and workman-like manner.
- 3.3. The Parties agree to allocate cost for the additional improvements' design and construction as follows.
  - 3.3.1. Medical Lake agrees to full and complete responsibility for the design and construction of the following Improvements ("Medical Lake Improvements"). All costs associated with the Medical Lake Improvements shall be borne by Medical Lake.
    - 3.3.1.1. Medical Lake shall submit to Spokane for review, revision, and approval of designs, specifications, and construction schedule for all Medical Lake Improvements ("Medical Lake Plans") required to effectuate the delivery of wholesale water pursuant to this Agreement except as otherwise provided by Section 3.4. Such plans shall include, without limit, the limits of excavation for and placement of any

vault(s). Subject to the requirements set forth in Section 3.1, the Medical Lake Improvements shall also include the Application for Connection, the Tap, and the Initial Master Meter. Medical Lake shall not commence construction of the Medical Lake Improvements until Medical Lake has received from Spokane approved Medical Lake Plans (as such documents may be revised by Spokane) and Spokane's written authorization to proceed with construction ("Notice to Proceed").

3.4. Spokane agrees to full and complete responsibility for the following improvements ("Spokane Improvements"). All costs of the Spokane Improvements shall be borne by Spokane.

3.4.1. Except as provided in Section 3.1, Spokane shall tap the Spokane transmission line necessary to deliver wholesale water pursuant to this Agreement.

3.4.2. Spokane shall timely review the Medical Lake Plans, and will not unreasonably withhold its approval of the Medical Lake Plans.

3.4.3. Spokane shall design and construct water quality monitoring equipment as shown, described, and specified in Exhibit B ("Spokane WQ Monitoring Equipment").

3.5. The "Point of Delivery" shall be that specifically identified point between transmission mains of the Parties to this Agreement where water will be transferred from one Party's system to the facilities of the other Party. The Point of Delivery is identified and described on Exhibit A.

3.6. The Parties agree that: (1) after design and construction of the Medical Lake Improvements are complete, Medical Lake will assume full and complete ownership, operation, maintenance (including testing and monitoring), and insurance responsibilities, including the costs thereof, for the Medical Lake Improvements and associated facilities consistent with water system standards and applicable laws, regulations, rules, provisions, interpretations, orders, injunctions, decrees, rulings, awards, and decisions of governmental entities, orders of governmental entities ("Legal Requirements"); and (2) after design and construction of the Spokane Improvements are complete, Spokane will assume full and complete ownership, operation, maintenance (including testing and monitoring), and insurance responsibilities, including the costs thereof, for the Spokane Improvements and associated facilities consistent with water system standards Legal Requirements except as provided in Section 3.6.1. The aforementioned sentence notwithstanding, the Parties further agree as follows:

3.6.1. Spokane shall operate and maintain the Initial Master Meter, including, without limit, any additional replacement meters.

3.6.2. Spokane shall own, operate, and maintain the Spokane WQ Monitoring Equipment. Spokane shall, in its sole discretion and at its sole expense, routinely monitor water quality using the Spokane WQ Monitoring Equipment in accordance with the Spokane Water Quality Monitoring Protocol set forth in Exhibit B.

3.6.3. If Spokane elects to construct a Spokane Flow Control Valve, Spokane shall own, operate, and maintain it.

4. **Water Delivery.** Following completion of the Spokane Improvements and Medical Lake Improvements, receipt of all Regulatory Approvals, and any other preconditions to water delivery provided in this Agreement (“Initial Delivery Date”), Spokane agrees to sell and make available to Medical Lake, and Medical Lake agrees to accept delivery of and pay for wholesale water as follows.

4.1. The wholesale water sold to Medical Lake by Spokane pursuant to this Agreement shall be water available from Spokane’s water rights. Spokane has reviewed Medical Lake’s service area as described in its approved Comprehensive Water Plan (“Medical Lake Service Area”). Spokane determines that Medical Lake may beneficially use Spokane’s water delivered pursuant to this Agreement within the Medical Lake Service Area. Medical Lake confirms the water received from Spokane is being used by Medical Lake consistent with Spokane’s water system plan. Medical Lake shall ensure any future plan amendments will comply with both Comprehensive Water System Plans and all applicable laws.

4.2. All water supplied by Spokane for use or sale by Medical Lake shall be upon the express condition that after water passes the Point of Delivery, it becomes the property and exclusive responsibility of Medical Lake. Spokane shall not be liable for any degradation of water quality, for acts of sabotage or vandalism, or for other events and resulting damages that may occur beyond the Point of Delivery and within the Medical Lake Improvements and Medical Lake Water System.

4.3. The quality of wholesale water made available to Medical Lake pursuant to this Agreement shall be of the same standard and quality as normally delivered to Spokane’s other customers and shall be in compliance with all applicable state and federal drinking water laws, regulations and standards at the Point of Delivery. Medical Lake shall be responsible for maintaining compliance with all applicable state and federal drinking water laws, regulations and standards past the Point of Delivery and within the Medical Lake Improvements and Medical Lake Water System.

4.4. From the Initial Delivery Date until the date that Spokane ceases making wholesale water sales, Spokane shall make available to Medical Lake at the Point of Delivery wholesale water in the amount not to exceed 200 gallons per minute

(GPM) for supplemental use and at a pressure meeting Legal Requirements as described in Paragraph 3.6. Requests for emergency use and amount are provided or in Section 4.8.

4.5. Spokane shall record the amounts of monthly wholesale water deliveries made to Medical Lake at the Initial Master Meter (or any replacement meter thereof).

4.5.1. Spokane will read the meter and keep records of the monthly and annual total water accepted by Medical Lake.

4.5.2. The Initial Master Meter (or any replacement meter thereof) shall at all times be accessible to Spokane personnel. If it becomes necessary for Medical Lake to place the meter under lock and key, Medical Lake shall furnish Spokane with a copy of the key.

4.6. Should Spokane determine that Medical Lake is receiving deliveries of wholesale water at the Point of Delivery in excess of the amounts set forth in section 4.4 herein, Spokane shall notify Medical Lake of the excess deliveries, and Medical Lake shall promptly take the steps necessary to reduce its deliveries accordingly. If Medical Lake has not taken action within twenty-four (24) hours of receiving notice from Spokane pursuant to Section 4.4, Spokane may take any action it deems necessary to reduce the deliveries to a level equal to Medical Lake's scheduled amounts, and charge Medical Lake for any excess deliveries made after the expiration of the twenty-four hour notice period.

4.7. Spokane's delivery of wholesale water and Medical Lake's acceptance of such delivery shall be governed by the terms of this Agreement. No future wholesale service connections shall be permissible without a subsequent and separate written agreement between the Parties. Neither Party shall be obligated to agree to or execute any agreement or permit with the other Party to construct additional wholesale service connection(s). Medical Lake shall ensure any future Water Service Plan amendments comply with both Medical Lake and Spokane's Comprehensive Water System Plans and all applicable laws.

4.8. In the event Medical Lake notifies Spokane of an emergency situation whereby they need additional capacity of water for a limited time, after consultation with the Director of Spokane's Water and Hydroelectric Department, Spokane agrees to make available to Medical Lake at the Point of Delivery wholesale water in an additional amount not to exceed six hundred (600) gallons per minute of emergency wholesale water at a pressure meeting Legal Requirements, as described Paragraph 3.6.

## **5. Rates, Future Capital Projects, Invoicing, and Payment.**

5.1. Commencing with the month in which deliveries of wholesale water to Medical Lake pursuant to Section 4 begin, and for each month thereafter during the Term,

Medical Lake shall pay to Spokane a service fee composed of the following elements:

5.1.1.1. The amount of wholesale water delivered in such a month, as measured at the Initial Master Meter, times Outside City Rate to Other Purveyors, plus any other fees, taxes, or charges billed to other Spokane wholesale customers pursuant to the Spokane Municipal Code.

5.1.1.1.1. The term “Outside City Rate to Other Purveyors” means that rate and outside Spokane commercial monthly service charge as set forth in Title 13, Chapter 13.04, Section 13.04.2014 of the Spokane Municipal Code, or its succeeding provision(s) as such may be revised or amended through time. This rate may be periodically adjusted and shall be applicable as set forth in the rate schedule as adopted by the Public Utility Board and Spokane City Council.

5.2. Future Connection/Increased Capacity. Any additional capacity or terms beyond those contained in this Agreement, will be negotiated between the Parties and may include assessed capital fees to meet the increase in capacity prior to expansion.

5.3. Spokane shall during the Term prepare and forward to Medical Lake an invoice for the payment of any and all amounts due Spokane pursuant to this Agreement for the preceding month in accordance with Spokane’s normal business practices. Each such invoice shall set forth the payment due from Medical Lake to Spokane. Medical Lake may request from Spokane, and Spokane shall promptly provide to Medical Lake, any documentation or other information that Medical Lake may reasonably require to understand the nature of the costs contained in any invoice issued pursuant to this Section 5.

5.4. Payment of any and all invoices forwarded to Medical Lake by Spokane pursuant to this Section 5 shall be due and payable by Medical Lake on or before the Due Date, with payment to be made by wire transfer or such other means as may be agreed to in writing by the parties.

5.4.1. The term “Due Date” shall mean the date by which payment of any invoice issued pursuant to this Section of the Agreement is due to Spokane, which date shall be the close of business on the thirtieth (30<sup>th</sup>) day after an invoice is issued, provided, however, that if such thirtieth day falls on a Saturday, Sunday, or legal holiday observed by Spokane, the Due Date shall be extended until the close of business of the next regular business day of Spokane.

- 5.5. If any or the entire bill is in dispute, Medical Lake shall pay the amount as billed and the provisions of Section 11, Dispute Resolution, shall apply.
- 5.6. If Medical Lake disputes all or any portion of an invoice issued by Spokane pursuant to this Section 5, Medical Lake shall pay such invoice in full, and shall indicate in writing to Spokane the portions of the invoice that Medical Lake disputes and the reasons therefore. The Parties shall make a good faith effort to resolve such dispute. If such efforts are unsuccessful, either Spokane or Medical Lake may seek resolution of the dispute pursuant to Section 11.
- 5.7. Medical Lake hereby covenants and agrees that it shall establish, maintain, and collect rates or charges for water and other services, facilities, and commodities sold, furnished or supplied by it to its members which shall be adequate to provide revenues sufficient to enable Medical Lake to make the payments required to be made pursuant to the terms of this Agreement, and to pay all other charges and obligations payable from or constituting a charge or lien upon such revenues.

**6. Conservation and Efficiency.**

- 6.1. The Parties agree and acknowledge that wise stewardship of water resources through maintaining each system's operational efficiency is critically important. The Parties agree to adopt conservation plans, to be updated on an annual basis or as otherwise required by Legal Requirements, and shall coordinate regional supply scheduling and other operational programs that promote efficient use of water supplies, facilities, and financial staff resources.
- 6.2. To accomplish these goals, the Parties agree:
  - 6.2.1. To prepare and exchange conservation plans on an annual basis, at a minimum;
  - 6.2.2. To track and collect data on at least a monthly basis for each Party's operational components and to exchange the same on at least an annual basis;
  - 6.2.3. To collectively analyze the data collected pursuant to this Section and to identify potential efficiency measures that will implemented by Medical Lake under the state-mandated Water Use Efficiency requirements as required by WAC 256-290-810, or as may be subsequently revised or modified in the future.

**7. Delivery Interruptions, Default and Rights of Termination.**

- 7.1. The Spokane Water System shall be operated and maintained in a manner consistent with water system standards and Legal Requirements in order to

provide reliability of service to Medical Lake. However, Medical Lake understands and agrees that Spokane can make no warranty or guarantee as to pressure, quantity, or continuity of service.

- 7.2. Spokane shall have no obligation whatsoever to guarantee delivery of wholesale water pursuant to this Agreement. Medical Lake agrees that it has only a contractual right to wholesale water as set forth in Section 4 of this Agreement, and further agrees that Medical Lake has no claim or right to a supply of water from Spokane or to any water right upon the expiration or termination of this Agreement on any basis whatsoever.
- 7.3. Notwithstanding any other provisions of this Agreement, neither Spokane nor Medical Lake shall be liable to the other for indirect, incidental, special, exemplary, punitive, or consequential damages, including but not limited to damages for lost profits, revenues or benefits, loss of property use, the cost of capital, or the cost of purchased or replacement water, even if such party has been advised of the possibility or existence of such damages.
- 7.4. The Parties agree and acknowledge that Spokane shall not be liable for any losses, damages, or claims due to, caused by, relating to, or arising from events enumerated in this Section 7.4.

#### 7.4.1. Emergency

7.4.1.1. In the event that Spokane determines, in its sole discretion, that there is a General Emergency, Spokane shall provide oral notice to Medical Lake and may temporarily interrupt or reduce deliveries of water to Medical Lake if the Spokane determines, in its sole discretion, that such interruptions and reductions are necessary or reasonable in case of such a General Emergency. Medical Lake shall assist and support Spokane to meet such a General Emergency condition, including, without limit, implementing emergency conservation measures as directed by Spokane. General Emergencies may include, but are not limited to, failure of or accidents involving Spokane's Water System infrastructure or equipment, uncontrollable forces, unforeseen or unavoidable events, legal restrictions or limitation, and/or regulatory restrictions or limitations.

7.4.1.2. In the event that Spokane determines, in its sole discretion, to institute a water rationing or water use restriction program, Spokane will institute necessary or reasonable reductions to deliveries of wholesale water made to Medical Lake pursuant to this Agreement. Such rationing or use restriction measures may be based on the specifics of the water distribution system and availability of the resource, in accordance with optimization of Spokane's water system.



#### 7.4.2. Non-Emergency

7.4.2.1. Except in cases of emergency under Section 7.4.1, and in order that Medical Lake's operations will not be unreasonably interfered with, Spokane shall give Medical Lake seven (7) calendar days notice of any other interruptions or reduction in service, the reason therefore, and the probable duration thereof, including any interruptions or reduction in services that will be caused by the installation of equipment, repairs, replacements, investigations, inspections or other maintenance performed by the Spokane on its water system or those parts of the system supplying Medical Lake pursuant to this Agreement.

#### 7.4.3. Regulatory

7.4.3.1. Medical Lake understands and agrees that the operation of this Agreement, and the water available from Spokane's water rights are subject to Legal Requirements as defined in section 3.6 and the proceedings, litigation, orders, rulings of courts of competent jurisdiction ("Judicial Requirements") regarding the Agreement and Spokane's water rights. Medical Lake understands and agrees that Spokane must comply with all such Legal Requirements and Judicial Requirements and that such Legal Requirements and Judicial Requirements may affect, limit, diminish or remove the ability of Spokane to fulfill its wholesale water deliveries under this Agreement.

7.4.3.2. The Parties expressly acknowledge and agree that the inability or preclusion of the City of Spokane to perform, in whole or material part, this Agreement caused by an order or directive of governmental authority or a court with jurisdiction shall constitute a force majeure or change in law event hereunder and Spokane can terminate this Agreement.

7.4.3.3. If Spokane is materially limited or prohibited from performance of this Agreement, in whole or in part, Spokane may terminate this Agreement by providing Medical Lake as much advance written notice as is mandated by Legal Requirements or Judicial Requirements under the circumstance, or six (6) months, whichever is longer, from the date of the written notice.

#### 7.5. Medical Lake Events of Default and Spokane's Rights of Termination.

7.5.1. If Medical Lake fails to make any payment in full when due under this Agreement for a period of sixty (60) days or more after the Due Date, Spokane shall make written demand upon Medical Lake to make payment within ten (10) days of the date of such written demand. If the failure to pay is not cured with the ten (10) day time period, Medical Lake shall be deemed

to be in default of this Agreement, and then Spokane may terminate this Agreement by providing Medical Lake with written notice not less than six (6) months prior to the date of termination set forth in such written notice.

7.5.2. If Spokane determines, in its sole discretion, that Medical Lake has materially breached the terms of this Agreement, and fails to cure such a material breach within a period of sixty (60) days after Spokane provides Medical Lake written notice of the same, then Medical Lake shall be deemed to be in default of this Agreement, and then Spokane may terminate this Agreement by providing Medical Lake with written notice.

8. **Force Majeure.** Neither Medical Lake nor Spokane shall be considered to be in default in respect to any obligations hereunder if prevented from fulfilling such obligations due to conditions beyond their reasonable control including acts of God, fire, flood, earthquake, other natural disaster, acts of war, insurrection or riot, or change in the law or directive of governmental authority. If a Party is unable to perform in whole or in part because of such condition, the Party shall diligently and promptly take reasonable steps to allow it to perform.
9. **Indemnification by Spokane.** To the fullest extent permitted by law, Spokane hereby releases and agrees to indemnify, defend and hold harmless each of the Medical Lake Indemnified Parties (defined below) from and against any claim, liability, loss, expense (including but not limited to attorneys' fees and expenses), damage, demand, lawsuit, cause of action, order, strict liability claim, penalty, fine, administrative law action and/or cost of every kind and character (collectively, "Claim/Liability"), arising out of or in any way incident to the design or construction of the Spokane Improvements if due to the negligence, gross negligence, or intentional act or omission by Spokane, including in each case (but not limited to) any Claim/Liability on account of defective work, breach of contract, personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Spokane, its employees or officers, the Medical Lake Indemnified Parties, or any other person or entity. "Medical Lake Indemnified Parties" means, individually and collectively, Medical Lake, its officers, shareholders, and members of each of the foregoing entities. Notwithstanding any provision in this Agreement to the contrary, the Spokane's duties under this Section 9 shall survive the termination, revocation, or expiration of this Agreement.
10. **Indemnification by Medical Lake.** To the fullest extent permitted by law, Medical Lake hereby releases and agrees to indemnify, defend and hold harmless each of the Spokane Indemnified Parties (defined below) from and against any Claim/Liability arising out of or in any way incident to the use by Medical Lake of the water supplied by Spokane hereunder, or arising out of or in any way incident to the design or construction of the Medical Lake Improvements if due to the negligence, gross negligence, or intentional act or omission by Medical Lake, including in each case (but not limited to) any Claim/Liability on account of defective work, negligence,

breach of contract, personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Medical Lake, its members or officers, the Spokane Indemnified Parties, or any other person or entity. “Spokane Indemnified Parties” means, individually and collectively, Spokane, its elected officials, officers, employees, and agents. Notwithstanding anything in this Agreement to the contrary, Medical Lake’s duties under this Section 10 shall survive the termination, revocation, or expiration of this Agreement.

## **11. Dispute Resolution.**

- 11.1. Except as otherwise provided in this Agreement, any and all disputes arising under this Agreement shall be resolved pursuant to this Section 11.
- 11.2. The Parties shall make good faith efforts to resolve by informal discussion any dispute arising under this Agreement.
- 11.3. If at any time during the good faith efforts to resolve any dispute arising under this Agreement either of the Parties determines that such informal discussions will not result in a resolution of the issue(s) in dispute, such dispute, upon the mutual agreement of the parties, may be submitted for resolution by mediation.
- 11.4. Disputes not resolved by Section 11.2, 11.3, or 11.4, as the case may be, shall be resolved in court per Section 12.11.
- 11.5. Except as otherwise provided by this Agreement, the Parties shall continue to fulfill their respective duties under this Agreement pending resolution of any dispute.

## **12. Miscellaneous Provisions.**

- 12.1. Access to Records.
  - 12.1.1. Medical Lake’s Access to Spokane Records. Upon reasonable prior notice to Spokane, Medical Lake, or any consultant of Medical Lake, shall be given access during normal business hours to the books, records, and accounts related to this Agreement in the possession of Spokane at the location where such books, records, and accounts are located. Spokane shall not be obligated to collate, organize, or analyze the information sought by Medical Lake or by Medical Lake’s consultant.
  - 12.1.2. Spokane’s Access to Medical Lake Records. Upon reasonable prior notice to Medical Lake, Spokane, or any consultant of Spokane, shall be given access during normal business hours to the books, records, and accounts related to this Agreement in the possession of Medical Lake at the location

where such books, records, and accounts are located. Medical Lake shall not be obligated to collate, organize, or analyze the information sought by Spokane or by Spokane's consultant.

12.2. Notices.

12.2.1. All notices, requests, demands, waivers, consents and other communications required under this Agreement shall be in writing except as provided in Section 7.4.1, and shall be delivered by the following means: (i) by certified mail, return-receipt requested, (ii) by facsimile providing confirmation of completed transmission, or (ii) by such other means as may be approved in writing by the Parties. Service of any such notice, request, demand, waiver, consent, or other communication, shall be deemed to have been duly given and to have become effective upon receipt.

12.2.2. Any and all notices, demands, waivers, consents and other communications shall be forwarded to each of the Parties at the following addresses:

To Spokane: Director, City of Spokane Water Department  
914 N Foothills Dr.  
Spokane, WA 99207  
Telephone: (509) 625-7800  
Facsimile: (509) 625-7816

With a copy to: City Attorney  
Office of the City Attorney  
City of Spokane – City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Telephone: (509) 625-6225  
Facsimile: (509) 625-6277

To Medical Lake: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as may be agreed to in writing by the Parties.

- 12.3. Assignment. Neither this Agreement nor any of the rights, interests or obligations created hereunder may be assigned, sold, or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.
- 12.4. No Third Party Beneficiaries. Nothing in this Agreement is intended to confer upon any person or entity, other than the Parties hereto, any rights, benefits, or obligations. No such third-party shall have any right to enforce any of the provisions of this Agreement. Unless expressly stated otherwise herein.
- 12.5. Medical Lake Water System – No Spokane Responsibility. It is understood that Spokane does not own or have any responsibilities outside of this Agreement whatsoever to maintain Medical Lake's Water System.
- 12.6. Compliance with Local, State, Federal Rule or Regulation. In the event Spokane is required to comply with any local, state, or federal rule or regulation governing its operation of its water rights and said rule or regulation requires the compliance of wholesale water customers of Spokane, Medical Lake agrees to comply.
- 12.7. Waiver. Except as otherwise provided herein or as agreed by the Parties, no provision of this Agreement may be waived except as documented or confirmed in writing. Any waiver at any time by a Party of its rights with respect to a default under this Agreement or with any other matter arising in connection therewith shall not be deemed a waiver with respect to any subsequent default or matter. Either Party may waive any notice or agree to accept a shorter notice than specified by this Agreement. Such waiver of notice or acceptance of shorter notice by a Party at any time regarding a notice shall not be considered a waiver with respect to any subsequent notice required by this Agreement.
- 12.8. Entire Agreement. All prior negotiations and agreements between the Parties hereto relating to the subject matter hereof are merged into and superseded by this Agreement, and shall constitute the entire agreement between Spokane and Medical Lake concerning the sale of wholesale water to Medical Lake for use as hereinbefore provided. The rights and obligations of the Parties hereunder shall be subject to and shall be governed by this Agreement.
- 12.9. Representations and Warranties. The Parties hereby represent and warrant to one another the following:
- 12.9.1. Each party is duly authorized and validly existing under the laws of, and is authorized to exercise its powers, rights, and privileges and is in good standing in, the State of Washington, and has full power and authority to carry on its business as presently conducted and execute this Agreement and perform the transactions on its part contemplated by this Agreement.

- 12.9.2. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby have been duly authorized by the appropriate board or council, and no other act or proceeding on the part of any Party is necessary to authorize this Agreement, or the transactions contemplated hereby.
- 12.9.3. The execution, delivery, and performance by each of the Parties of this Agreement does not: (a) contravene any law; or (b) conflict with or result in a breach of or default under any material agreement or instrument to which any Party is a party or by which it is bound.
- 12.9.4. There are no actions, suits, claims, or proceedings pending, or, to the best of each Party's knowledge, threatened against either Party that is likely to impair the consummation or the transactions contemplated hereby.
- 12.9.5. This Agreement, when executed and delivered, will constitute a valid and binding obligation of each Party, and will be enforceable against each such Party in accordance with its terms.
- 12.10. Amendments. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written Amendment to this Agreement signed by the Parties.
- 12.11. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of such state). The Parties (i) agree that any lawsuit, judicial action, or proceeding arising out of or relating to this Agreement must be heard in the Superior Court of the State of Washington in and for the County of Spokane, or in the United States District Court for the Eastern District of Washington, (ii) waive any objection to the venue of any such suit, action, or proceeding, and (iii) irrevocably submit to the jurisdiction of any such court in any such lawsuit or judicial action or proceeding.
- 12.12. Reasonable and Good Faith Efforts. Each Party will make all reasonable and good faith efforts to coordinate with the other Party to complete the Medical Lake and Spokane Improvements, to secure the Regulatory Approvals, and accomplish tasks provided for in this Agreement in a timely manner.
- 12.13. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced, all other terms or provisions of the Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereunder is not affected in any manner or materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement

so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereunder are consummated as originally contemplated and to the greatest extent possible.

- 12.14. Rights and Remedies Cumulative. The rights and remedies available under this Agreement or otherwise available shall be cumulative of all other rights and remedies and may be exercised successively.
- 12.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



9-25-17

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date first above written.

DATED: \_\_\_\_\_

**CITY OF SPOKANE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Clerk  
City of Spokane

\_\_\_\_\_  
City Attorney  
City of Spokane

DATED: \_\_\_\_\_

9-25-17

DATED: \_\_\_\_\_

**CITY OF MEDICAL LAKE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

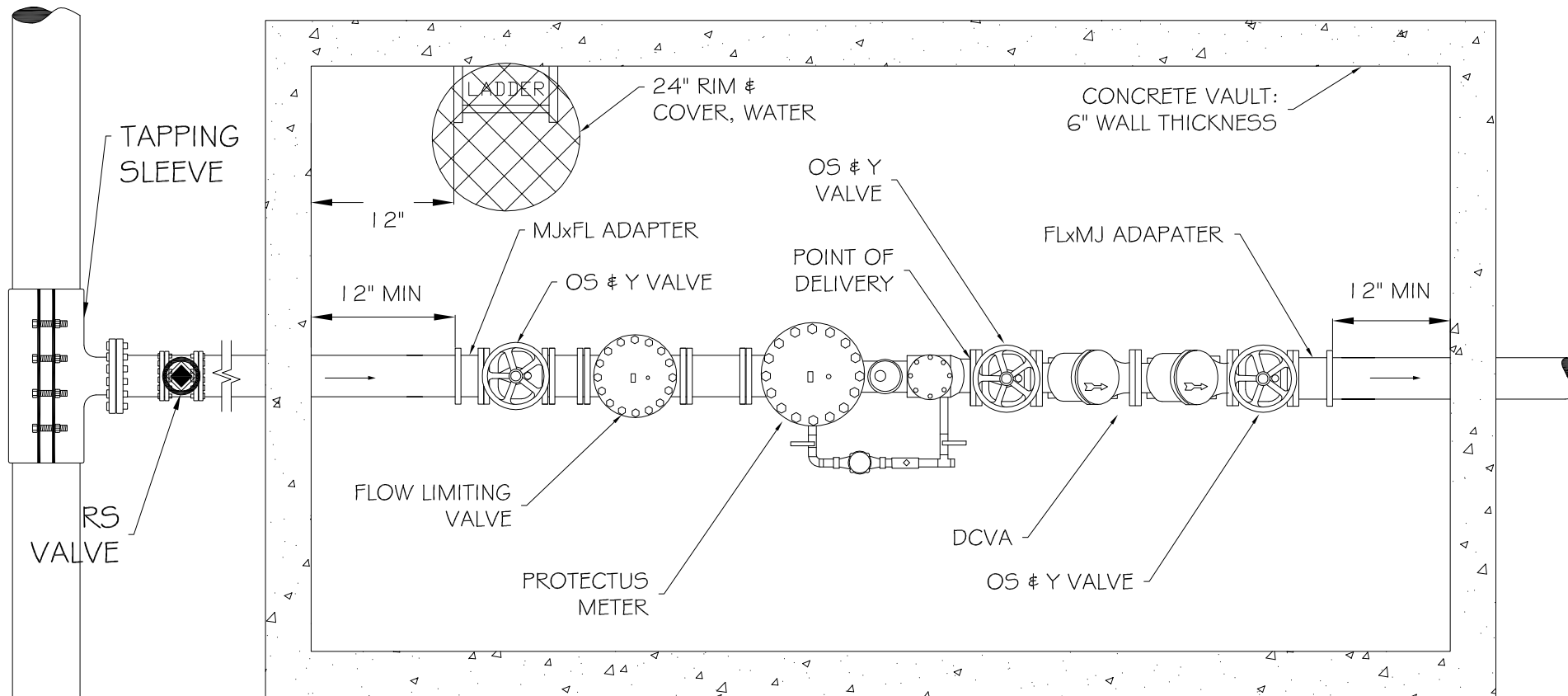
ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Clerk  
City of Medical Lake

\_\_\_\_\_  
City Attorney  
City of Medical Lake

DATED: \_\_\_\_\_



NOTES:

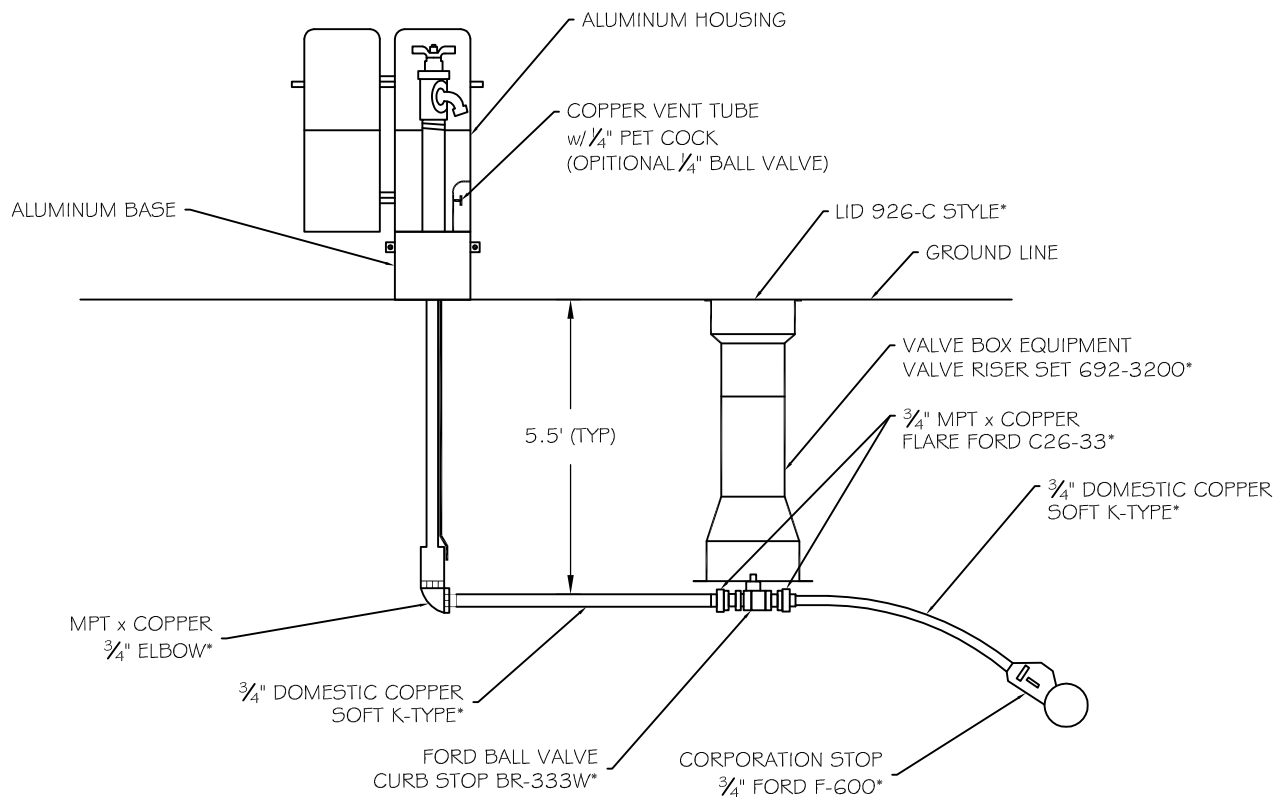
- TRAFFIC RATED LID
- OPEN BOTTOM
- DIMENSIONS BASED ON:  
WATTS 709 DCVA  
NEPTUNE HP PROTECTUS III METER
- EXCAVATION TO BE DONE PER L&I REGULATIONS
- VAULT SIZE DEPENDS ON SIZE OF LINE AND  
APPLIANCE LENGTHS. CHECK WITH COS  
WATER DEPARTMENT

ADOPTED: 1/2017  
 REVISED: \_\_\_\_\_  
 SUPERSEDES: \_\_\_\_\_  
 CHECKED BY: TR  
 SCALE: NTS  
 DWG./REV BY: ABM

INTERTIE CONNECTION

WATER DEPARTMENT  
 CITY OF SPOKANE, WASHINGTON

STANDARD  
 PLAN No.



\* BY OTHERS

NOTE:  
LOCATION OF SAMPLING STATION  
WILL BE DETERMINED BY COS WATER  
DEPARTMENT

WATER QUALITY  
SAMPLING STATION



**WATER & HYDRO SERVICES**  
CITY OF SPOKANE, WASHINGTON

DRAWN BY: ABM

DATE: 9/2017

SCALE: NO SCALE

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

04/30/2018

<u>Date Rec'd</u>	4/17/2018
<u>Clerk's File #</u>	ORD C35617
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ELDON BROWN 625-6305
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Hearings
<u>Agenda Item Name</u>	4700 - HEARING FOR MLK/ERIE STREET VACATION

Agenda Wording

Vacation of portions of Erie St, as requested by City Staff.

Summary (Background)

At its legislative session held on March 26, 2018 the City Council set a hearing on the above vacation for April 30, 2018. Staff has solicited responses from all concerned parties.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>
<u>Division Director</u>	KINDER, DAWN	<u>Other</u>
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	ebrown@spokanecity.org
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	edjohnson@spokanecity.org
<u>Additional Approvals</u>		sbishop@spokanecity.org
<u>Purchasing</u>		kbecker@spokanecity.org

City of Spokane  
Planning & Development Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE NO. C35617

An ordinance vacating portions of Erie Street

WHEREAS, pursuant to Resolution 2018-0023, the City Council initiated the vacation of portions of Erie Street and more particularly described below, and a hearing has been held on the resolution before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That those portions of Erie Street described below is hereby vacated.  
Parcel number not assigned.

PORTIONS OF ERIE STREET ADJOINING TO PORTIONS OF TRACT "C", AND LOTS 4 AND 5 OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, IN THE CITY OF SPOKANE, TOGETHER WITH THAT PORTION ADJOINING TO PARCEL "A" OF TRACT "C" PER ROS BOOK 31, PAGE 73 BEING A PORTION OF DENNIS AND BRADLEY'S ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE SOUTHEAST QUARTER OF SECTION 17, T25N, R43 E, WM., ALL WITHIN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF LOT 5 OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP; THENCE NORTH 02°12'22" WEST 75.00 FEET; THENCE NORTH 35° 55'33" EAST 194.96 FEET TO THE BEGINNING OF A NON-TANGENT 540.50 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 66° 16'09" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE 61.86 FEET THROUGH A CENTRAL ANGLE OF 06°33'27" TO THE BEGINNING OF A 890.50 FOOT RADIUS COMPOUND CURVE, CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 72° 49'35" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE 59.44 FEET THROUGH A CENTRAL ANGLE OF 03°49'29" TO THE CENTERLINE OF ERIE

STREET, NON-TANGENT TO SAID CURVE; THENCE SOUTH 35°57'04" WEST ALONG THE CENTERLINE OF ERIE STREET 66.37 FEET; THENCE SOUTH 02°11'28" EAST ALONG THE CENTERLINE OF ERIE STREET 79.71 FEET TO THE BEGINNING OF A NON-TANGENT 427.5 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 72°10'50" WEST, THENCE SOUTHWESTERLY ALONG SAID CURVE 86.66 FEET THROUGH A CENTRAL ANGLE OF 11°36'52" TO A POINT ON THE EAST LINE OF SAID LOT 5, NON-TANGENT TO SAID CURVE; THENCE NORTH 02°12'22" WEST 95.16 TO THE POINT OF BEGINNING;

**TOGETHER WITH** THAT PORTION ADJOINING SAID PARCEL "A" OF TRACT "C" DEFINED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWESTERLY CORNER OF SAID PARCEL "A"; THENCE SOUTHWESTERLY 19.77 FEET ALONG THE CONTINUATION OF 1232.69 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 16°11'19" WEST THROUGH A CENTRAL ANGLE OF 00°55'08" TO THE BEGINNING OF A NON-TANGENT 281.25 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 67°49'47" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE 44.42 FEET THROUGH A CENTRAL ANGLE OF 9°02'56" TO POINT ON THE CENTERLINE OF ERIE STREET, NON-TANGENT TO SAID CURVE; THENCE NORTH 02°11'28" WEST 70.70 FEET ALONG THE CENTERLINE OF ERIE STREET TO THE BEGINNING OF A NON-TANGENT 515.50 FOOT RADIUS CURVE, THE RADIUS POINT OF WHICH BEARS NORTH 53°22'52" WEST, THENCE NORTHEASTERLY ALONG SAID CURVE 65.43 FEET THROUGH A CENTRAL ANGLE OF 7°16'19" TO A POINT ON THE WEST LINE OF SAID TRACT "A", NON-TANGENT TO SAID CURVE; THENCE SOUTH 02°10'35" EAST 159.89 FEET TO THE POINT OF BEGINNING;

ALL SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

TOTAL AREA OF VACATION: 14,209 SF MORE OR LESS

Section 2. An easement is reserved and retained over and through the entire vacated area areas for the utility services of Avista Utilities, CenturyLink, Comcast, and the City of Spokane to protect and maintain existing and future utilities, and no building or other structure shall be erected or placed thereon without the City's prior written approval.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

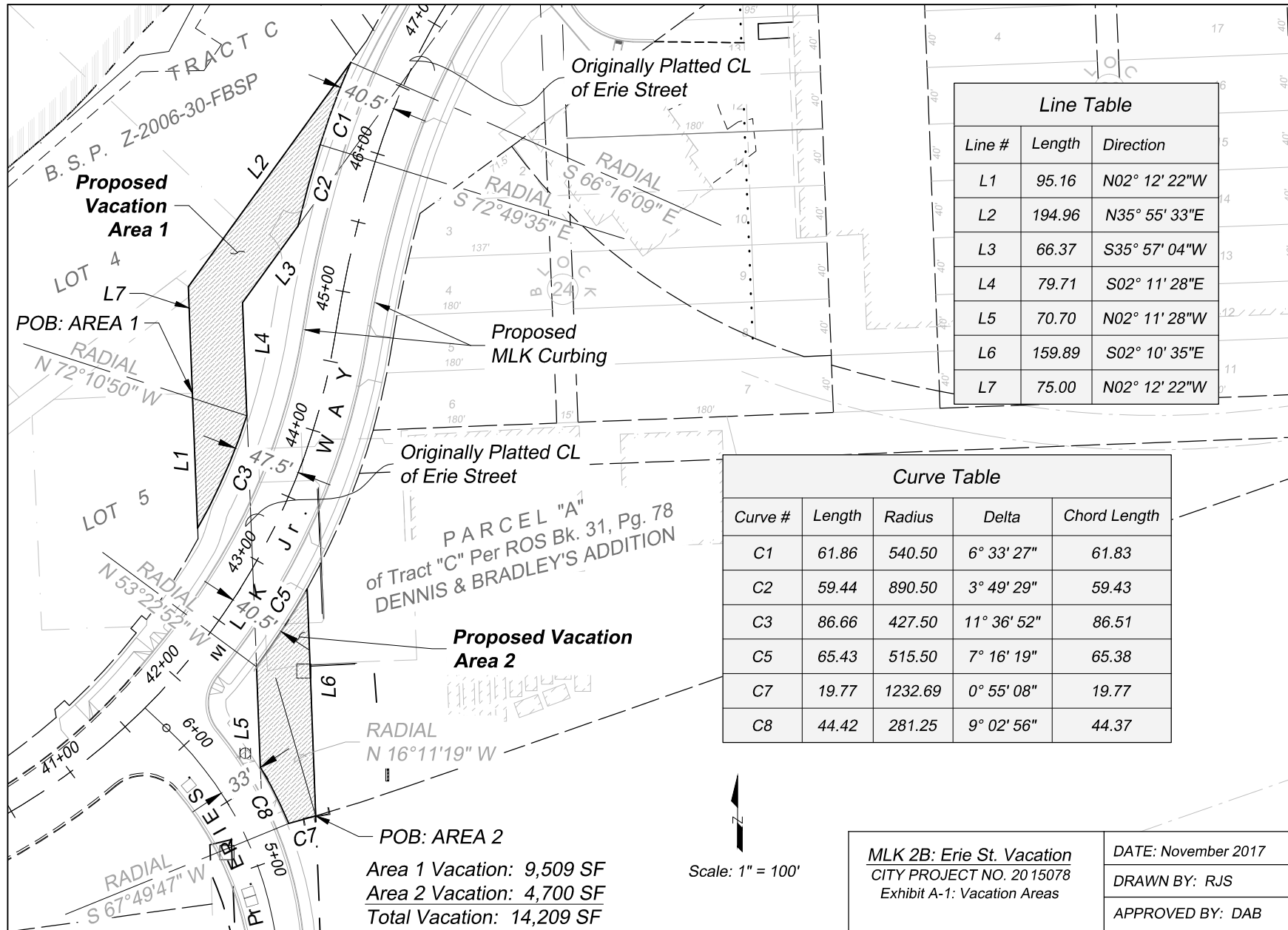
Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

h:\dsc\permitting\stvac\erie - mlk\ordinance.docx



# Exhibit A





**CITY OF SPOKANE  
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT  
March 5, 2018**

**LOCATION:** Portions of Erie St for MLK Way Project

**PROPONENT:** City of Spokane

**PURPOSE:** To establish new roadway.

**HEARING:** April 30, 2018

**REPORTS:**

**AVISTA UTILITIES** – I have reviewed the vacation request and Avista serves the area with gas and electric distribution. Avista has existing facilities in both proposed vacation areas 1 and 2, therefore requests an easement be reserved for serving utilities in both proposed vacation area.

**COMCAST** – Comcast has reviewed the vacation request. Comcast has no objection with the vacation.

**CENTURYLINK** – CenturyLink has no facilities in the area of S Erie St. Century Link has no issues with vacations and land acquisitions.

**INLAND POWER & LIGHT** – Inland Power & Light has no facilities in this MLK area.

**XO COMMUNICATIONS** - XO Comm. is fine with this proposal.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – No comments

**FIRE DEPARTMENT** – Fire has no issue with this Right-of-Way Vacation

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** – It appears that one of the ROW vacation areas are over both a 69” CSO Outfall and a 60” interceptor. It seems like the easements for the sewer would negate the usefulness of the vacation area. There may also be a 8” water main that also encroaches a bit on the same area.

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – I have no issues with this street vacation

**PLANNING & DEVELOPMENT – PLANNING** – No concerns

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** - No comments

**STREET DEPARTMENT** – No issues for streets

**WASTEWATER MANAGEMENT** - WWM has multiple significant assets in both areas that are being called to vacate. Vacation area 1 has both a 69” and 60” sanitary pipe running through it. Vacation area 2 has a 36” sanitary pipe running through it. The 60” pipe in particular is very deep at around 20-25’ deep.

The only way we can agree to this vacation is if the city retains an easement over the full area of the proposed vacation sites. This easement would have to specify no buildings be constructed within it and must also include complete access for both maintenance and inspection equipment. As is typical any and all storm runoff would have to be maintained and treated on site.

I would like to add that the “maintenance” of the pipelines be allowed by an easement must specifically include excavation as necessary. We (WWM) would like to review/comment on such an easement wording prior to approval.

**WATER DEPARTMENT** – No comments

**BICYCLE ADVISORY BOARD** – No comments

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Avista Utilities, CenturyLink, Comcast, and the City of Spokane shall be retained to protect existing and future utilities.

Eldon Brown, P.E.  
Principal Engineer – Planning & Development

A handwritten signature in black ink, reading "Eldon W. Brown". The signature is written in a cursive style with a large, stylized 'E' and 'B'.

EDJ/edj

h:\dsc\permitting\stvac\erie - mlk\report.docx