



Agenda Sheet for City Council Meeting of:
06/07/2021

Date Rec'd	5/6/2021
Clerk's File #	OPR 2021-0361
Renews #	
Cross Ref #	OPR 2019-0457
Project #	2019139
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	KYLE TWOHIG 625-6152
Contact E-Mail	KTWOHIG@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 - INTERLOCAL AGREEMENT SPOKANE COUNTY PMWEB PROFESSIONAL SERVICES

Agenda Wording

Interlocal Cooperation Agreement to allow Spokane County to utilize PMWeb, the City's SaaS (Software as a Service) solution for Capital Project Management. Agreement to run January 1, 2021 - December 31, 2023. Estimated 2021 revenue \$69,339.56.

Summary (Background)

The interlocal agreement outlines provisions and costs for the City and Spokane County to share costs and services associated with PMWeb. The County will share in the cost of licenses and support on an annual basis since both the City and the County utilize and share PMWeb.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ Amount - Depends on cost type
Revenue	\$ Amount - Depends on cost type
Revenue	\$ Amount - Depends on cost type
Select	\$

Budget Account

#	5300-30210-99999-33772-99999
#	0370-30210-99999-33772-99999
#	4250-30210-99999-33772-99999
#	

Approvals

Dept Head	TWOHIG, KYLE
Division Director	FEIST, MARLENE
Finance	ORLOB, KIMBERLY
Legal	ODLE, MARI
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	PIES 5/24/21
Council Sponsor	Beggs
Distribution List	eraea@spokanecity.org <i>K. Clifton</i>
	publicworksaccounting@spokanecity.org
	kgoodman@spokanecity.org
	ktwohig@spokanecity.org
	aduffey@spokanecity.org
	itadmin@spokanecity.org

Additional Approvals

Purchasing

APPROVED BY
SPOKANE CITY COUNCIL:

6/7/2021
[Signature]
CITY CLERK

Briefing Paper PIES

Division & Department:	Engineering Services/ITSD
Subject:	ILA with Spokane County for PMWeb software sharing
Date:	4/29/21
Contact (email & phone):	Kyle Twohig ktwohig@spokanecity.org 625-6152
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	For council consideration. Agreement (ILA) to be forwarded for Council approval.
Background/History:	
<ul style="list-style-type: none"> Integrated Capital Management and Engineering Services utilize a programmatic software solution for managing the capital program called PMWeb. The PMWeb project team has developed/customized a very detailed system for project management that is tailored to municipal unit price contracting and WSDOT specification requirements. Spokane County has run through a demo of our software and would like to utilize our system. 	
Executive Summary:	
<ul style="list-style-type: none"> Proposed Interlocal Agreement would allow the County to utilize the City's SaaS software system PMWeb The City will be the software contract holder and assign licenses to the County and manage application/system administration Spokane County will share in the software base costs and pay for their own licenses Spokane County will share in future software development costs that benefit both parties Spokane County will reimburse COS for software administration and support costs defined in ILA addendum Expected contribution from Spokane County for 2021 is \$69,339.56 plus additional shared costs for continued system development. Not only will the City save money, but our region benefits by aligning project management processes with our partner entity and contractors using the same system for both owners 	
Budget Impact:	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Revenue from County Participation Other budget impacts: Revenue from County will offset City costs	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

RESOLUTION NO. **21 - 0368**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL AGREEMENT BETWEEN THE)
CITY OF SPOKANE AND SPOKANE COUNTY)
TO SHARE COSTS AND SERVICES FOR)
PMWEB CAPITAL PROJECT MANAGEMENT)
SOFTWARE)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, ('the Board') has the care of county property and the management of county funds and business; and

WHEREAS, pursuant to the provisions of RCW 39.34.080, Spokane County ('the County') and the City of Spokane ('the City') may contract with each other to perform any governmental service with each may legally perform; and

WHEREAS, the Board feels that the best interests of the public will be served by entering said agreement with the City.

NOW, THEREFORE BE IT RESOLVED by the Board that the Interlocal Agreement between the City and the County entitled "INTERLOCAL COOPERATION AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE TO SHARE COSTS AND SERVICES FOR PMWEB" is approved.

BE IT FURTHER RESOLVED by the Board that the Interlocal Agreement between the City and the County may be executed by the Chair, or a majority of the Board, at other than an open meeting.

PASSED AND ADOPTED this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

GINNA VASQUEZ

Ginna Vasquez, Clerk of the Board

JOSH KERNS

JOSH KERNS, CHAIR

MARY L. KUNEY

MARY L. KUNEY, VICE-CHAIR

ABSENT

AL FRENCH, COMMISSIONER



**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
SPOKANE COUNTY AND THE CITY OF SPOKANE
TO SHARE COSTS AND SERVICES FOR PMWeb**

THIS AGREEMENT is between **SPOKANE COUNTY**, a political subdivision of the State of Washington, as ("County"), and the **CITY OF SPOKANE**, a Washington municipal corporation, as ("City"); jointly referred to hereinafter as the "parties", and individually a "party".

RECITALS

WHEREAS, pursuant to RCW 39.34.080, the County and the City may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, the City contracts with PMWeb to provide Capital Project Management Software for the Public Works Division for management of capital improvement projects; and

WHEREAS, the City and County wish to create a partnership to share costs and services for PMWeb; and

WHEREAS, the County will share in the cost of licenses and support on an annual basis since both the City and the County utilize and share PMWeb;

In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. **PURPOSE.** This Agreement is to provide a mechanism whereby the County and the City can respectively share the costs and services of PMWeb, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.
2. **COST.** The City and County will share the costs and services as outlined in Exhibit A. City and County will maintain ownership and responsibility for individual data.
3. **PAYMENT.** City will invoice the County for all agreed costs identified in Appendix A upon approval of this Agreement or the first working day of the year through the term of this Agreement. Payment shall be made payable to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

- a. Invoices to County shall be sent to: John Preston C/O Spokane County Public Works Department; 1026 W Broadway Avenue, Spokane, Washington, 99260.
- b. The City will invoice the County on or after the effective date of this agreement for the period effective date - 12/31/2021.
- c. The City will invoice the County on Jan. 1, 2022 for the period of 1/1/2022 – 12/31/2022.
- d. The City will invoice the County on Jan. 1, 2023 for the period of 1/1/2023 – 12/31/2023.
- e. Optional two-year renewal periods will be invoiced in like manner.

4. DURATION. This Agreement shall begin January 1, 2021, and run through December 31, 2023, with the option of two additional two-year renewals, unless terminated sooner. The City agrees to maintain their relationship with the PMWeb vendor, including payment of all support fees, during the lifetime of this agreement.

5. CITY'S RESPONSIBILITIES. The City will continue to develop and improve upon the PMWeb software to fulfill City requirements and will make such improvements available for County use. Any requests by the City for future software improvements, that the County does not see as a benefit to County services, will be the City's responsibility to financially pursue.

6. COUNTY'S RESPONSIBILITIES. The County will continue to develop and improve upon the PMWeb software to fulfill County requirements and will make such improvements available for City use. Any requests by the County for future software improvements, that the City does not see as a benefit to City services, will be the County's responsibility to financially pursue.

7. INDEMNIFICATION.

- A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.
- B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.
- C. If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

- E. Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.
- F. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The parties have specifically negotiated this provision.

8. TERMINATION. Either party may terminate this Agreement upon ninety (90) days written notice to the other party.

- a. If Agreement is terminated by the County, the amount paid by County for the current period is non-refundable.
- b. If agreement is terminated by either party, the County may choose to contract with vendor independent of City vendor relationship.
- c. If vendor agreement with City is terminated due to vendor acquisition or other vendor issues beyond the control of City, City agrees to proportionately share in any refund of support fees with County.
- d. City agrees to share with County in good faith any future vendor communication that may impact future shared system viability, cost and future use.
- e. Upon termination, each agency will work with vendor to transfer any and all agency data to agency location of choice.

9. NOTICES. All Notices shall be in writing and served either personally or by certified mail, postage prepaid, return receipt requested to the following persons. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

City:

Innovation and Technology Services Division Administration Office
Seventh Floor, City Hall
808 West Spokane Falls Blvd
Spokane, Washington 99201

County:

Board of County Commissioners
1116 W. Broadway Avenue
Spokane, Washington 99260
Attention: Chairman

Board of County Commissioners Clerk
1116 W. Broadway Avenue
Spokane, Washington 99260

10. VENUE. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

11. NO SEPARATE ENTITY CREATED. This Agreement does not create nor seek to create a separate legal entity pursuant to RCW 39.34.030(3)(b).

12. FINANCING. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

13. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this Agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.

14. AMENDMENTS. This Agreement may be amended at any time by mutual Agreement of the Parties executed with the same formalities as the present Agreement.

15. SEVERABILITY. Any provision of the Agreement which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof; and such other provision shall remain in full force and effect.

16. ALL WRITING AS 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 hereto, or posted on each of the parties' websites.

17. HEADING. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

18. EXECUTION AND APPROVAL. The Parties warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

19. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

20. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

21. RECORDING. The City will file this Agreement with its City Clerk. The County shall file its Agreement with its County Auditor or place the Agreement on its Website.

IN WITNESS WHEREOF, the parties hereby execute the above Agreement:

PASSED AND ADOPTED by the Board of County Commissioners of Spokane County, Washington this 25th day of May, 2021.



[Signature]
JOSH KERNS, Chair

[Signature]
MARY L. KUNEY, Vice-Chair

ATTEST:

[Signature]
Ginna Vasquez, Clerk of the Board
21 - 0368

ABSENT
AL FRENCH, Commissioner

Date: _____

CITY OF SPOKANE

By: [Signature]
Title: Mayor

ATTEST:

Approved as to form:

[Signature]
City Clerk

[Signature]
Assistant City Attorney

Attachments that are part of this Contract:
Exhibit A – Costs



Exhibit A

	2020			2021		
	Qty	Rate	Cost	Qty	Rate	Cost
Development Package S&M Renewal	1	2000.00	2000.00	1	2000.00	2000.00
Dedicated Server Renewal	2	6000.00	12000.00	2	6000.00	12000.00
SaaS Full User License Fee	15	1500.00	22500.00	22	1500.00	33000.00
SaaS Guest Concurrent User License Fee	25	1200.00	30000.00	30	1200.00	36000.00
SaaS Guest Named User License Fee	21	600.00	12600.00	26	600.00	15600.00
Walkme Support Software	1	22680.00	22680.00	1	22680.00	22680.00
Subtotal			101,780.00			121,280.00
Tax			9,058.42			10,793.92
Total			\$110,838.42			\$132,073.92
diff				diff		\$21,235.50

	City			County		
	Qty	Rate	Cost	Qty	Rate	Cost
Development Package S&M Renewal	0.5	\$2,000.00	\$1,000.00	0.5	\$2,000.00	\$1,000.00
Dedicated Server Renewal	1	\$6,000.00	\$6,000.00	1	\$6,000.00	\$6,000.00
SaaS Full User License Fee	15	\$1,500.00	\$22,500.00	7	\$1,500.00	\$10,500.00
SaaS Guest Concurrent User License Fee	15	\$1,200.00	\$18,000.00	15	\$1,200.00	\$18,000.00
SaaS Guest Named User License Fee	21	\$600.00	\$12,600.00	5	\$600.00	\$3,000.00
Walkme Support Software	.5	\$22680.00	\$11340.00	.5	\$22680.00	\$11,340.00
Subtotal			\$71,440.00			\$49,840.00
Tax			\$6,358.16			\$4,435.76
City Contract Administration and Management (Exhibit 3)				1	\$15063.80	15,063.80
Total			\$77,798.16			\$69,339.56

Costs will be updated annually and reflected in a revised Exhibit A accordingly. Documentation of vendor support cost changes must accompany a revised cost sharing estimates. Revised future cost estimates must be received a minimum of sixty (60) days prior to the next renewal period.

If both parties mutually agree to software improvements that require the use of a consultant or additional system costs, the costs will be shared equally by both parties. The City of Spokane anticipates executing a consultant agreement for software improvements in 2021 for 18 months with a budget of \$100,000. The anticipated portion of this budget to be invoiced to the County in 2021 is approximately \$18,000.

Exhibit B

Task	Estimated Hours	Direct Cost Billing Rate	Extended
County Program creation and implementation	15	\$40.36	\$605.40
County Project creation	25	\$40.36	\$1,009.00
Bid item master list creation and maintenance including submittals	10	\$40.36	\$403.60
New bid item creation with submittal requirements	40	\$40.36	\$1614.40
User permission setup and management	15	\$40.36	\$605.40
Report creation	100	\$40.36	\$4,036.00
Application training	20	\$40.36	\$807.20
Application troubleshooting and support	50	\$40.36	\$2,018.00
Walkme tutorials	30	\$40.36	\$1,210.80
Contract administration, renewal, execution	20	\$91.80	\$1,836.00
Billing and payments to vendor	10	\$91.80	\$918.00
Subtotal contract administration and management			\$15,063.80