

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, DECLARING DAY WIRELESS SYSTEMS TO
BE A SOLE SOURCE PROVIDER AND WAIVING THE COMPETITIVE BIDDING
REQUIREMENT DUE TO SOLE SOURCE PURCHASE**

WHEREAS, the City of Sunnyside has owned and operated a radio system which DAY Wireless Systems has provided service to for several years; and

WHEREAS, the base of the system is no longer in working function and DAY Wireless Systems, after a short walkthrough, has indicated an upgrade to the existing system is necessary; and

WHEREAS, RCW 39.04.280 provides that a local agency, by Resolution, may waive the competitive bidding requirement when the purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions; and

WHEREAS, the cost to provide labor and materials to construct and complete the replacement of the Public Works – City Hall Radio System is in the lump sum of \$5,826.69 which includes all applicable taxes; and

WHEREAS, the cost to replace the hand held radios is in the lump sum of \$8,891.73 which includes applicable taxes; and

WHEREAS, the City Council finds and determines it is appropriate to waive the competitive bidding requirements and that authorizing the City Manager to prepare and execute an agreement with DAY Wireless Systems for the replacement and installation of the Public Works – City Hall Radio System is in the best interests of residents of the City and will promote the general health, safety and welfare.

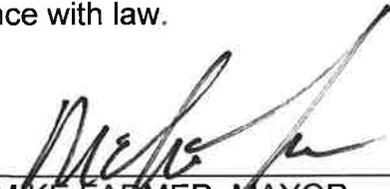
**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF
THE CITY OF SUNNYSIDE, WASHINGTON, as follows:**

SECTION 1. That the bid in the lump sum amount of \$5,826.69 including all applicable taxes from DAY Wireless Systems, for the Project, is hereby accepted; and the City Manager is hereby authorized to prepare, execute and administer an agreement (attached hereto as Exhibit "A") for the construction of such work, all in accordance with plans and specifications for such Project.

SECTION 2. That the invoice in the lump sum amount of \$8,891.73 including all applicable taxes from DAY Wireless Systems (Exhibit "B"), for the hand held radios, is hereby accepted.

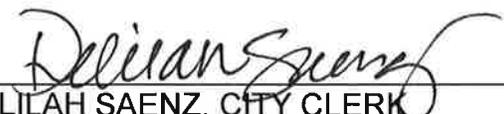
SECTION 3. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 23rd day of April, 2012.



MIKE FARMER, MAYOR

ATTEST:



DELILAH SAENZ, CITY CLERK

APPROVED AS TO FORM:



MENKE JACKSON BEYER EHLIS HARPER & PLANT, LLP
Attorneys for the City of Sunnyside

AGREEMENT FOR CONSTRUCTION SERVICES

**By and Between
CITY OF SUNNYSIDE
And**

DAY Wireless Systems

(Public Works-City Hall Radio System Replacement)

THIS AGREEMENT is entered into by and between the CITY OF SUNNYSIDE, a municipal corporation of the State of Washington, and **DAY Wireless Systems**, for construction services described below.

I. Recitals

A. CITY OF SUNNYSIDE, hereafter called "City," is a municipal corporation of the State of Washington, with City Hall located at 818 East Edison Avenue, Sunnyside, Washington 98944.

B. **DAY Wireless Systems**, hereafter called "Contractor," is a business entity duly formed and existing under the laws of the State of Washington, with principal offices at **730 North 16th- Suite 1**.

C. City owns and operates **City Hall** located **818 E. Edison Ave., Sunnyside, Washington**. The **Public Works-City Hall Radio System** is in need of replacement due to old age and equipment is too old to repair.

D. City and Contractor desire to enter into an agreement for the performance of the work described herein and in the plans and specifications on file with the City of Sunnyside.

II. Agreement

WHEREFORE, in consideration of the mutual covenants, conditions and promises herein, the parties agree as follows:

1. Scope of Work. Contractor shall provide all labor and materials to construct and complete the replacement of the **Public Works-City Hall Radio System** as described in the plans and specifications on file with the City of Sunnyside and incorporated herein by this reference. All work subject to periodic inspection by the City or its authorized agents, and subject to final inspection and approval by the City prior to acceptance of the work. Contractor shall obtain all necessary permits to perform the work, including any necessary business license.

2. Payment. In consideration of the work performed, City shall pay Contractor **\$5,826.69** (price includes WA State Sales Tax @ 7.9%).

City shall withhold all payments to Contractor until such time that City has made final acceptance of the project. Contractor is required to comply with all applicable laws of the State of Washington, including but not limited to, payment and record keeping required by prevailing wage laws and regulations, and those requirements stated in the plans and specifications.

All work shall be performed by the Contractor in a good workmanlike manner in accordance with industry standards for such work and in accordance with safety standards applicable to the industry. Contractor agrees to defend and indemnify City for any damage to property or injury to person resulting from any negligent performance of the work.

3. Time for Performance. Contractor will commence work after execution of this agreement and upon direction to commence work issued by the City's Public Works Director, and shall be completed on or before **April 30th, 2012.**

4. Venue. In the event of any action to enforce the terms of this agreement, or any dispute arising under this agreement, venue shall lie in Yakima County, State of Washington.

5. Entire Agreement. This agreement, together with the plans and specifications for the subject work, constitutes the entire agreement of the parties, and shall not be modified or amended in whole or in part except in writing signed by both parties.

WHEREFORE, this Agreement is executed this _____ day of _____.

CITY OF SUNNYSIDE

CONTRACTOR NAME

Frank A. Sweet,
Interim City Manager

ATTEST:

Print Name

Delilah Saenz, City Clerk



MOTOROLA

MOTOROLA SOLUTIONS, INC.

1301 E. Algonquin Road
Schaumburg, IL 60196

Visit our website at: www.motorola.com

INVOICE

TOTAL INVOICE AMOUNT:	\$8,891.73
MOTOROLA INVOICE NUMBER:	13854950
INVOICE DATE:	08/17/2011
PAYMENT DUE:	09/16/2011
CUSTOMER ACCOUNT NUMBER:	[REDACTED]
PURCHASE ORDER DATE:	08/09/2011
YOUR PURCHASE ORDER NUMBER:	8051

BILL TO SUNNYSIDE, CITY OF

818 E EDISON
SUNNYSIDE, WA 98944

SHIP TO SUNNYSIDE, CITY OF

818 E EDISON
SUNNYSIDE, WA 98944

For questions concerning this Invoice please contact
Motorola at: 1-888-567-7347

00097-00067-00060

Payment Terms: NET 30 DAYS FROM INVOICE DATE

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Sales Order Number: 0955710060298

Ultimate Destination: SUNNYSIDE, CITY OF, 818 E EDISON, SUNNYSIDE, WA 98944

Invoice Detail

Item	Model Number	Qty	Description	Unit Price	Amount
1	AAH25KDC9AA3 N	12	HT750 136-174 1-5W 16CH SERIAL NUMBERS 672TMNY454 672TMNY456 672TMNY458 672TMNY460 672TMNY463 672TMNY466 672TMNY469 672TMNY470 672TMNY472 672TMNY474 672TMNY475 672TMNY476	563.55	6,762.60
1a	QA00060	12	ALT: IMPRES SMART LILON BATT	31.20	374.40

AUDITING OFFICER'S CERTIFICATION
I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Sunnyside, and that I am authorized to authenticate and certify to said claim.

Account No. _____
Signature _____

(Continued on Next Page)

Detach here and return bottom portion with your payment

Payment Coupon

Invoice Total	Amount Paid
\$8,891.73	

INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE
13854950	[REDACTED]	09/16/2011

Please put your Invoice Number and your Customer Account Number on your check for prompt processing

SUNNYSIDE, CITY OF

818 E EDISON
SUNNYSIDE, WA 98944



Send Payment To:

MOTOROLA

MOTOROLA SOLUTIONS, INC.
13108 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

0103080504090500 [REDACTED] 0000 081711 0000889173 04



MOTOROLA

MOTOROLA SOLUTIONS, INC.
 1301 E. Algonquin Road
 Schaumburg, IL 60196

Visit our website at: www.motorola.com

INVOICE

TOTAL INVOICE AMOUNT:	\$8,891.73
MOTOROLA INVOICE NUMBER:	13854950
INVOICE DATE:	08/17/2011
PAYMENT DUE:	09/16/2011
CUSTOMER ACCOUNT NUMBER:	[REDACTED]
PURCHASE ORDER DATE:	08/09/2011
YOUR PURCHASE ORDER NUMBER:	8051

BILL TO SUNNYSIDE, CITY OF

818 E EDISON
 SUNNYSIDE, WA 98944

SHIP TO SUNNYSIDE, CITY OF

818 E EDISON
 SUNNYSIDE, WA 98944

For questions concerning this Invoice please contact
 Motorola at: 1-888-567-7347

00098-00067-00060

Payment Terms: NET 30 DAYS FROM INVOICE DATE

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Sales Order Number: 0955710060298

Ultimate Destination: SUNNYSIDE, CITY OF, 818 E EDISON, SUNNYSIDE, WA 98944

Invoice Detail Continued

Item	Model Number	Qty	Description	Unit Price	Amount
2	HLN9670	12	STD LTHR SHORT SWIVEL THIN BAT	38.35	460.20
3	WPLN4187	2	IMPRES MUC, NO DSPL- US PLUG	321.75	643.50
SUBTOTAL					8,240.70
Carrier: ABF					
STATE TAX					535.66
CITY TAX					115.37
TOTAL TAX					651.03
PLEASE PAY THIS AMOUNT (PAYMENT DUE: 09/16/2011)					8,891.73