

**CITY COUNCIL AGENDA**  
**City Hall, 833 South Spruce Street**  
**7:00 p.m. December 14, 2017**

**CALL TO ORDER:**

Mayor Sexton  
Council Members: Aslett, Bieche, J. DeGloria, R. DeGloria, Edmundson, Loving and Montgomery  
Staff: Berner, Blaine, Dempsey, Erickson, Harrison, Hawes, Brad Johnson, Brittany Johnson, L. Johnson, Jongsma, Luvera, Morrison, Moser, Peterson, Pulst, Rabenstein, Schwetz, Sinclair, Toth, Ward, Yengoyan

**MINUTES:**

City Council Meeting November 21, 2017

**AUDIT OF BILLS:**

**PUBLIC COMMENTS:**

**COUNCIL COMMENTS:**

**MAYOR'S UPDATE:**

**PROCLAMATION:**

**SPECIAL PRESENTATION:** Boy's & Girl's Club of Skagit County

**OFFICERS REPORTS:** TBD

**UNFINISHED BUSINESS:**

**CONSENT AGENDA:** 2018 Lodging Tax Grant Funding Agreements (Items #1 - #12)

**NEW BUSINESS:**

- 1) **Public Hearing:** Proposed 2018 Budget
- 2) Interlocal agreement with Skagit County to provide Senior Services to Burlington residents
- 3) Phase IV of the Comprehensive Municipal Code Update and Reorganization: Revisions to Title 17 BMC
- 4) Contract for prosecution services by Kailin James
- 5) Agreement with Trantech Engineering for Engineering Services for East George Hopper Rd. Signal Enhancements
- 6) Intergovernmental Cooperative Purchasing Agreement
- 7) Purchase of Hydraulic Extrication Equipment

**FUTURE WORKSHOP:**

**EXECUTIVE SESSION:** ▪ An Executive Session may be held to discuss Personnel, Litigation, and/or Land Acquisition.

**ADJOURNMENT:**

**MEETINGS:**

- 1) **PUBLIC SAFETY COMMITTEE:** Tuesday **December 12, 2017** 4:00 p.m.  
Public Safety Building, 311 Cedar St. Suite B
- 2) **PLANNING COMMISSION:** Wednesday **December 13, 2017** 5:30 p.m.  
Council Chambers, 833 S Spruce St
- 3) **AUDIT & FINANCE COMMITTEE:** Thursday **December 14, 2017** 4:00 p.m.  
City Hall, 833 S Spruce St
- 4) **PUBLIC WORKS COMMITTEE:** Tuesday **December 19, 2017** 4:00 p.m.  
City Hall, 833 S Spruce Street
- 5) **SKAT BOARD:** Wednesday **December 20, 2017** 1:00 p.m.  
City Hall, 833 S Spruce Street



***City offices will be closed December 22<sup>nd</sup> & 25<sup>th</sup>, 2017 for the Holidays***

# December 2017

December 2017

January 2018

Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	1	2
10	11	12	13	14	8	9
17	18	19	20	21	15	16
24	25	26	27	28	22	23
31					29	30

Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6
14	8	9	10	11	12	13
21	15	16	17	18	19	20
28	22	23	24	25	26	27

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Nov 26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>Dec 1</b>	<b>2</b>
<b>3</b>	<b>4</b>	<b>5</b> 6:00pm Library Board (Library)	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
<b>10</b>	<b>11</b>	<b>12</b> 4:00pm Public Safety Committee (Public Safety Building)	<b>13</b> 5:30pm 7:30pm Planning Commission (Council Chambers)	<b>14</b> 4:00pm Audit & Finance Committee ( 7:00pm 7:30pm CC Special Presentation 7:00pm Council Meeti	<b>15</b>	<b>16</b>
<b>17</b>	<b>18</b>	<b>19</b> 4:00pm Public Works Committee (Engineering Conf Room)	<b>20</b> 1:00pm SKAT Board (Burlington City Hall)	<b>21</b>	<b>22</b>	<b>23</b>
<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b> 9:00am 10:00am Downtown Burlington Associati 5:30pm 7:30pm Planning Commissio	<b>28</b> 4:00pm Audit & Finance (City Hall) 7:00pm Council Meeting	<b>29</b>	<b>30</b>
<b>31</b>	<b>Jan 1, 18</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

11/26 - 12/1

12/3 - 8

12/10 - 15

12/17 - 22

12/24 - 29

12/31 - 1/5

Kristen Morrison

# January 2018

January 2018

February 2018

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Dec 31	Jan 1, 18	2 6:00pm Library Board (Library)	3	4	5	6
7	8 5:30pm Parks Board (Parks & Rec)	9 4:00pm Public Safety Committee (Public Safety Building) 5:00pm 6:00pm Historical Preservation Board (	10	11 4:00pm Audit & Finance Committee (City Hall) 7:00pm Council Meeting	12	13
14	15	16 4:00pm Public Works Committee (Engineering Conf Room)	17 1:00pm SKAT Board (Burlington City Hall) 5:30pm 7:30pm Planning Commission (Council Chambers)	18	19	20
21	22	23	24 9:00am 10:00am Downtown Burlington Association (Visitor Information Center/Chamber of	25 4:00pm Audit & Finance (City Hall) 7:00pm Council Meeting	26	27
28	29	30	31	Feb 1	2	3

Dec 31 - Jan 6

Jan 7 - 13

Jan 14 - 20

Jan 21 - 27

Jan 28 - Feb 3

Kristen Morrison

1

12/4/2017 10:11 AM

November 21, 2017

**CALL TO ORDER:**

**Mayor Steve Sexton** called the meeting to order at 7:01 p.m. with the Pledge of Allegiance. Council members present: Bill Aslett, Tonya Bieche, Joe DeGloria, Rick DeGloria, Edie Edmundson, Chris Loving, and Ted Montgomery. Staff present: Jennifer Berner, Brian Dempsey, Bryan Harrison, Brad Johnson, Leif Johnson, Michael Luvera, Kristen Morrison, Marv Pulst, Renee Sinclair, Sarah Ward, and Levon Yengoyan.

**MINUTES:**

A motion was made to approve the minutes of the November 9, 2017 council meeting by **Councilors R. DeGloria/Loving**. All in favor; motion carried.

**AUDIT OF BILLS:**

A motion was made by **Councilors J. DeGloria/Aslett** to approve Accounts Payable invoices to be paid in the amount of \$211,680.69; and Payroll expensed for pay period ending November 10, 2017 in the amount of \$384,406.25 All in favor; motion carried.

**PUBLIC COMMENTS:**

No public comments.

**COUNCIL COMMENTS:**

**Councilor Aslett** addressed staff with questions regarding recent flood warnings, and whether there are any particular actions being taken in efforts for preparedness. **Assistant Public Works Director/Engineer Brian Dempsey** stated that Whitmarsh Rd. will be closed, starting Wednesday, November 22, through the weekend. **City Administrator Bryan Harrison** stated that though the water levels are technically at flood stage, they are still well within the levies in Burlington.

**Councilor Aslett**, in reference to the tsunami street signs located in and around Burlington, requested a 10 minute educational presentation at a future council meeting to explain the risks of tsunamis locally.

**MAYOR'S UPDATE:**

No Mayor's Update.

**PROCLAMATION:**

No proclamation.

**SPECIAL PRESENTATION:**

**Cate Anderson**, Executive Director Children's Museum of Skagit County discussed the organization's events, including the upcoming 3<sup>rd</sup> Annual Winter Wonderland, which is to be held at the Cascade Mall, December 8-10<sup>th</sup>, and is expected to have greater than 5,000 people in



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attendance. **Anderson** thanked council for the City's support in this event; stating that the financial support has made it possible for the event to have no cost for admission this year.

**OFFICER REPORTS:**

**Parks & Recreation Director Jennifer Berner** reported to council on the Veteran's Day Parade, which took place on Saturday, November 11<sup>th</sup>. **Berner** stated that the event was successful, with 31 entries in the parade, a flyover from the Heritage Flight Museum, and many positive spectator comments. **Berner** also stated that this event is now co-hosted by the Burlington Chamber of Commerce, and that all indications show it to be one with growth in the future.

**Police Chief Michael Luvera** discussed the Public Service Announcement video regarding vehicle prowls, produced by the police department in partnership with Mount Vernon police department. **Luvera** credited **Officer Mike Lumpkin** with the idea of producing the video, and stated that the video has been viewed over 16,000 times on social media within 32 hours, with positive viewer comments, and positive public interaction. **Chief Luvera** also stated that some on-duty employees, as well as many volunteers within the police department staff worked to produce the video in-house.

**City Administrator Bryan Harrison** reminded council of the annual Tree Lighting Ceremony, which will take place at 6:00 p.m. on Thursday, December 7<sup>th</sup> at Alpha Park. **Administrator Harrison** also discussed the meeting regarding the street intersection improvements, which was held on November 16<sup>th</sup>, at the Chamber of Commerce Visitor Information center. **Administrator Harrison** stated that the Burlington Rotary is raising funds to purchase a clock for the plaza at the intersection, and the clock will be donated to the City.

**City Administrator Bryan Harrison** stated that administrative staff was contacted by a council member, regarding the interest in setting a hearing for Indigenous People's Day for 2018. **Administrator Harrison** stated that it is the council's decision to proceed with the hearing, and that the council has time to consider the request.

**UNFINISHED BUSINESS:**

No Unfinished Business.

**CONSENT AGENDA:**

1. Franchise Agreement and Settlement and Release between the City of Burlington and Astound Broadband.
2. Interlocal Agreement with Skagit County for road maintenance.

**Councilor J. DeGloria** requested an explanation of some of the details of the Interlocal Agreement with Skagit County for road maintenance; **Assistant Public Works Director/Engineer**

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**Brian Dempsey** explained that the agreement is one that has been entered into in the past, is a five year term as a contingency for flooding, or items such as road salt, or gravel. Dempsey also explained that it is seldom used, mostly in emergency situations, and in providing an opportunity to share resources and equipment on road projects if needed on a project-by-project basis.

A motion was made to approve the consent agenda by **Councilors Aslett/J. DeGloria**. All in favor; motion carried.

**NEW BUSINESS:**

**PUBLIC HEARING: ORDINANCE REGARDING BMC CHAPTER 5.12.0470: 2% WATER UTILITY TAX LEVY ON WATER SALES**

**Director of Budget and Accounting Renee Sinclair** explained that this agenda item is the annual consideration of levying the 2% water utility tax, which is based on the water revenues generated in Skagit County, and not on water consumption, stating that in the past years, council has suspended it.

**Mayor Sexton** opened the Public Hearing.

No public comments were made.

A motion to close the Public Hearing was made by **Councilors J. DeGloria/Aslett**. All in favor; motion carried.

No further discussion followed regarding the 2% Utility Tax.

A motion was made by **Councilors Montgomery/Bieche** to approve the proposed ordinance suspending the 2% utility tax on water sales through December 31, 2018 and authorize the Mayor's signature. All in favor; motion carried.

**PUBLIC HEARING: 2017 REVENUE SOURCES AND CONSIDERATION OF PROPERTY TAX REVENUES**

**Director of Budget and Accounting Renee Sinclair** explained the ordinance, stating that it would be levying the current levy amount from 2017, as well as new construction of approximately \$14,000, with no increase in tax rate, and that the 1% increase would continue to be banked.

**Mayor Sexton** opened the Public Hearing.

No public comments were made.

A motion to close the Public Hearing was made by **Councilors Aslett/J. DeGloria**. All in favor; motion carried.

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**Councilor Aslett** requested a list of the tax levies imposed on the City of Burlington by entities such as school districts, and the hospital district, as well as those for the surrounding areas such as Mount Vernon and Sedro Woolley, stating it is helpful to have this information, and would like it attached to the ordinance, so that those who access the information are able to access the list. **Councilor Aslett** stated that the City of Burlington's property tax, relative to surroundings is typically very low, coming in as second on the list. **Director of Budget and Accounting Renee Sinclair** stated that the requested list could be included as part of the documentation.

**Councilor Aslett** discussed the change in budgeting systems—from cash to accrual accounting principles, stating that it is difficult to compare last year to the upcoming year, and he is hesitant to raise the levy without knowing the full effects of the new budgeting system. **Councilor Aslett** stated that in a conversation with **Director of Budget and Accounting Renee Sinclair** regarding the reserve, **Sinclair** stated that she is comfortable with the reserve amount. **Councilor Aslett** stated that because of the change in accounting practices, it would be best to allow for a years' time to reassess the levy.

A motion was made to adopt the proposed property tax ordinance raising the property tax levy rate by 0% for 2017, for 2018 collection by **Councilors Bieche/ J. DeGloria**. All in favor; motion carried.

#### **PUBLIC HEARING: PROPOSED 2018 BUDGET**

**Director of Budget and Accounting Renee Sinclair** discussed the proposed budget ordinance, stating that it contains what was discussed in previous Budget Workshops, but not what was discussed at this evening's workshop, relating to the ER&R fund, however it does contain the adjustment to the Legislative budget by the amounts the council came to the consensus of in the first budget workshop. **Sinclair** invited council to ask questions, or to have a discussion on the budget.

**Mayor Sexton** opened the Public Hearing.

No public comments were made.

A motion to close the Public Hearing was made by **Councilors Bieche/Montgomery**. All in favor; motion carried.

**Councilor Aslett** stated that it was a very educational process this year, with a lot of new department heads bringing good energy to budget discussion. **Councilor Aslett** stated that each item has been efficiently discussed, and each department head presented their budget clearly, and with awareness of the large amount of changes and requests. **Councilor Aslett** also stated

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that care should be taken with the roll-out because of the large amount of items being frontloaded in the beginning of the year. **Councilor Aslett** discussed the changes which were discussed at the Budget Workshop this evening, and that he would like the public to have a chance to review those changes before any motions on the budget are made.

No action was taken on the proposed 2018 budget ordinance.

A motion to continue the Public Hearing of the 2018 budget to the next regular council meeting on Thursday, December 14<sup>th</sup> by **Councilors Bieche/Montgomery**. All in favor; motion carried.

**PHASES II & III OF THE COMPREHENSIVE MUNICIPAL CODE UPDATE AND REORGANIZATION**

**Senior Planner Brad Johnson** discussed Phases II & III of the Municipal Code update, stating that Phase II includes titles 1, 8, and 14A; Phase III includes titles 14, 15, and 16, and that the Planning Commission has completed their work on Phases I and II, and recommends the adoption of the proposed code revisions.

**Councilor Aslett** asked whether there were any local developers who were interested in the process. **Brad Johnson** stated that there was interest in Title 17, which has not yet been updated, and there may be interest in the changes that make take place in future revisions.

**AMENDED AWC EMPLOYEE BENEFIT TRUST EMPLOYER MASTER PARTICIPATION AGREEMENT**

**City Administrator Bryan Harrison** discussed the agreement, stating that it is the annual agreement with the Association of Washington Cities to provide medical insurance to City of Burlington employees, and that an update was mandated because the current insurance plan will no longer be offered. **Administrator Harrison** stated that the agreement has been amended to add the AWC Healthfirst 250 plan, and it will save the City money, but is still a solid plan.

A motion was made by **Councilors J. DeGloria/Bieche** to approve the AWC Employer Master Participation Agreement adding the AWC Healthfirst 250 Plan and authorize the Mayor's signature. All in favor; motion carried.

**EXECUTIVE SESSION:**

**City Attorney Leif Johnson** stated the following: that an Executive Session will be held Per RCW 42.30.110 to evaluate the qualifications of an application for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, discharging or disciplining an employee, that action shall be taken in a meeting open to the

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public. The Executive Session should last approximately 20 minutes; no action will be taken at the conclusion of the Executive Session.

Council and City staff adjourned for Executive Session at 7:44 p.m.

Council and City staff returned from Executive Session at 8:04 p.m.

There was no action taken after Executive Session.

**ADJOURNMENT:**

**Mayor Steve Sexton** adjourned the meeting at 8:04 p.m.

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Renee Sinclair  
Director of Budget & Accounting

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Steve Sexton  
Mayor



## **CONSENT AGENDA - December 14, 2017**

1. **Agreement with Skagit Valley Tulip Festival** - Printing, marketing, and distribution of the 2018 Official Skagit Valley Tulip Festival Brochure: \$5,000
2. **Agreement with Burlington Chamber of Commerce** – Berry Dairy Days Festival marketing: \$11,000
3. **Agreement with Burlington Chamber of Commerce** – Operation of the Burlington Visitor's Information Center: \$117,000
4. **Agreement with Celtic Arts Foundation** – Marketing of Highland Games & Celtic Festival: \$2,500
5. **Agreement with Children's Museum of Skagit County** – Marketing of the museum: \$30,000
6. **Agreement with Children's Museum of Skagit County** – 3<sup>rd</sup> Annual Winter Wonderland: \$50,000
7. **Agreement with Children's Museum of Skagit County** – Skagit County Museum Passports: \$5,000
8. **Agreement with Lincoln Theatre Foundation** – Marketing of events: \$8,000
9. **McIntyre Hall Performing Arts Center** – Marketing of McIntyre Hall and Events Center: \$15,000
10. **Skagit River Bald Eagle Awareness Team** – Marketing of Skagit River Bald Eagle Festival & Interpretive Center: \$5,000
11. **Skagit River Salmon Festival** – Marketing of the 2018 Skagit River Salmon Festival - \$5,000
12. **Burlington Edison Little League** – Upgrade Skagit River Park Baseball Fields - \$27,300

### **RECOMMENDATION**

Motion to approve Consent Agenda items #1 - #12 and authorize the Mayor's signature on agreements.

1	Burlington Chamber of Commerce (NYC operations & Tourism Promotion)	501(C)6	\$	117,000.00	\$	117,000.00	\$	117,000.00	\$	117,000.00	33,37,25,35,32,35 = 32.8 average score
2	Burlington Chamber of Commerce Barry Dairy Days Promotion	501(C)6	\$		\$	8,000.00	\$	11,000.00	\$	11,000.00	18,40,28,25,22,29 = 27 avg
3	Skagit Valley Tulip Festival 2018 Tulip Festival Brochure	501(C)3	\$	5,500.00	\$	6,800.00	\$	5,500.00	\$	5,500.00	40,38,40,36,37,40 = 38.5 avg
4	Skagit River Bald Eagle Awareness Team Interpretive Center Operations & Marketing	501(C)3	\$	1,750.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	25,35,31,32,31,34,35 = 31.85 average score
5	City of Burlington Parks and Recreation Harvest Festival Marketing	City Government	\$	6,000.00	\$	8,000.00	\$	8,000.00	\$	8,000.00	24,28,31,28,26,32,30 = 28.4 avg
6	City of Burlington Parks and Recreation Event and Facility Marketing Staff	City Government	\$		\$		\$	26,900.00	\$	-	32,12,18,30,32,19,23 = 23.7 avg
7	City of Burlington Parks and Recreation Burlington Summer Nights Concert Operations and Marketing	City Government	\$	9,400.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	17,23,20,26,18,29,19 = 21.7 avg
8	City of Burlington Parks and Recreation Skagit River Park Sporting Events / Tournaments	City Government	\$		\$		\$	57,585.00	\$	57,585.00	30,36,35,38,39,32,40 = 35.7 avg
9	Celtic Arts Foundation Slaght Highlands Gaiher / Celtic Festival	501(C)3	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00	30,36,36,36,35,32,36 = 34.4 avg
10	Montreux Hall Performing Arts Center Events and Venue Marketing	Public Facility District	\$	15,000.00	\$	15,000.00	\$	15,000.00	\$	15,000.00	32,40,39,32,36,30,39 = 35.4 avg
11	Skagit River Salmon Festival Marketing	501(C)3	\$		\$		\$	5,000.00	\$	5,000.00	25,31,30,31,25,30,24 = 28 avg
12	Burlington Edison Little League Slaght River Park Baseball Fields	501(C)3	\$		\$		\$	40,000.00	\$	27,300.00	17,20,35,26,30,30,31 = 27 avg
13	Lincoln Theatre Foundation Marketing / Promotion	501(C)3	\$	3,500.00	\$	4,000.00	\$	8,000.00	\$	8,000.00	32,39,38,32,33,32,30 = 33.7 avg
14	Children's Museum of Skagit County Skagit County Museum Passport	501(C)3	\$		\$		\$	5,000.00	\$	5,000.00	25,34,25,18,32,33,32,30 = 34.1 avg
15	Children's Museum of Skagit County Marketing Operations	501(C)3	\$	20,000.00	\$	35,000.00	\$	30,000.00	\$	30,000.00	28,30,29,29,32,33 = 30.1 avg
16	Children's Museum of Skagit County Winter Wonderland	501(C)3	\$	25,000.00	\$	50,000.00	\$	50,000.00	\$	50,000.00	24,35,31,24,26,34 = 29 average
17	City of Burlington Public Library Quidditch Festival	City Government	\$	5,000.00	\$	25,000.00	\$	84,600.00	\$	40,000.00	24,35,28,15,13,26,35 = 25.1 average movie
18	Slaght Racing Association Events Marketing	Non Profit ( )	\$		\$		\$	10,000.00	\$	-	Not qualified / incomplete
	American Legion Slaght Valley Genealogical Society		\$		\$	4,000.00	\$		\$		
			\$		\$	1,250.00	\$		\$		
<b>TOTAL:</b>			<b>\$</b>	<b>210,650.00</b>	<b>\$</b>	<b>299,050.00</b>	<b>\$</b>	<b>491,095.00</b>	<b>\$</b>	<b>396,895.00</b>	

Actual Ending Cash 2016: \$ 712,806.00  
 Projected Revenue 2017: \$ 274,525.00  
 Projected Expenditures 2017: \$ 293,050.00  
 Projected Ending Cash 2017: **\$694,283.00**

Note: 2016 revenue was \$288,213  
 Projected 2018 Revenue: \$ 300,000.00  
 Projected 2018 Expenditures: \$ 396,895.00  
 Projected Ending 2018 Fund Balance: **\$597,388.00**

## **AGREEMENT**

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF BURLINGTON**, (hereafter referred to as the "City") and the **SKAGIT VALLEY TULIP FESTIVAL** (hereinafter referred to as "Recipient").

### **WITNESSETH:**

WHEREAS, the City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Chapter 67.28 RCW; and

WHEREAS, the Recipient provides and performs promotional functions, activities and events that enhance tourism activities as set forth in the attached City of Burlington 2018 Lodging Tax Grant Application; and

WHEREAS, the City desires to provide proceeds from the hotel occupancy tax during the 2018 fiscal year to the Recipient to perform qualified services for the City; and

WHEREAS, the Services included in this Agreement are consistent with promoting the interests of the City; and

WHEREAS, the City and the Recipient are desirous of entering into an Agreement to formalize their relationship.

**NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City and Recipient do mutually agree as follows:**

#### **1. TERM:**

The term of this Agreement shall be from January 1, 2018 through December 31, 2018.



## 2. SERVICES TO BE PROVIDED BY THE PARTIES:

This grant is for costs associated with the printing, marketing and distribution of the 2018 Official Skagit Valley Tulip Festival Brochure to potential visitors / tourists traveling for business or pleasure either (a) away from their place of residence or business and staying overnight in paid accommodations; (b) to a place fifty miles or more one way from their place of residence or business for the day or staying overnight; and/or (c) from another country or state outside of their place of residence or their business. Marketing will include brochures, radio and print advertising, electronic communication, website and social media.

The Skagit Valley Tulip Festival website, and any brochures or print media paid for with these funds, must include a listing of and link to Burlington lodging establishments. A condition of approval for payment will require providing copies of advertising, expenditures and web links that clearly demonstrates compliance with the terms included in this section.

The Skagit Valley Tulip Festival 2018 City of Burlington Lodging Tax funding application is attached to this contract as Attachment "A" and serves as a reference to depict the type of tourism promotion activities anticipated to be implemented under this Agreement.

## 3. FUNDS:

- a. The City grants to the Recipient the sum of \$5,500 from 2018 fiscal year Lodging Tax proceeds for the purposes of funding the services to be provided in paragraph 2 above.
- b. The funds granted herein are to be used as specifically set forth in paragraph 2 above, as well as in conformance with the requirements set forth in this paragraph 3 and as otherwise stated in this Agreement. If the Recipient has any question about the use of the funds and whether such use complies with this Agreement and/or state law, the Recipient should contact the City Administrator for clarification of use prior to incurring the expense to be submitted to the City for payment. The last chance to submit documentation for payment of funds for the 2018 fiscal year will be noon the first Friday of January, 2019.

- c. The funds granted herein by the City are from the funds generated by hotel-motel (lodging) taxes. These funds may be used solely for paying for tourism promotion. Tourism promotion is defined as: Activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies and facilities; and marketing and/or operation of special events and festivals designed to attract tourists.
- d. The funds granted herein will not be used in any way contrary to the specified uses set forth in paragraph 2 above of this Agreement, including, but not limited to, the following:
  - i. To purchase, construct, or improve capital facilities or equipment without prior written approval from the City;
  - ii. To fund activities that target the generation of business for any single specific private business entity;
  - iii. For promotional hosting, including but not limited to the payment of lodging for individuals within a fifty mile radius of the City of Burlington;
  - iv. For cash bonuses or gifts; and/or
  - v. For any purpose that would violate the following as the same exist now or may be hereafter amended:
    - (a) RCW 67.28.1815;
    - (b) Article 8, Section 7 of the Washington State Constitution;
    - (c) For any specific expense that would otherwise be prohibited from payment by the City.
- e. The payment of grant funds shall be paid upon the presentation of a bill and necessary documentation as described in paragraphs 2 and 3. Such bill, along with supporting documentation, should be submitted to the City by the first Wednesday of the month for payment during that month.

- f. The Recipient recognizes the City cannot make payment to the Recipient from the funds granted until the actual services have been performed, or costs incurred, as defined herein. In no event shall the City pay for services in advance of such performance.
- g. All payments shall be based upon copies of original pay stubs, invoices and/or other applicable supporting documentation, complete with an explanation of the expenditure. Said documentation shall contain itemization for each service or costs being submitted by the Recipient for payment. The City reserves the right to request additional documentation, satisfactory to the City Director of Budget and Accounting, before payment is made pursuant to this Agreement. Payment and/or reimbursement will only be made for such expenses that comply with this Agreement and/or state law.
- h. The Recipient shall have a fiduciary duty to the City with respect to the revenue provided by this Agreement.

#### 4. REPORTS AND INFORMATION:

- a. The Recipient shall provide to the City documentation of expenditures, as outlined in paragraphs 2 and 3 above and maintain complete and accurate financial records for each expenditure of funds.
- b. State law requires that local jurisdictions that receive Lodging Tax revenues under RCW 67.28.1816 must submit an annual economic impact report. To assist with this reporting requirement the City of Burlington will require that recipients of City of Burlington Lodging Tax Funds provide the following information related to the funded event:
  - Estimated number of tourists, persons traveling over 50 miles to the destination and staying for the day only;
  - Estimated number of persons remaining at the destination overnight in paid accommodations;
  - Estimated number of persons remaining at the destination in unpaid accommodations;
  - Estimated increase in retail sales (within Burlington City limits) attributable to the event;
  - Any other measurements that demonstrate the positive impact of increased tourism attributable to the festival or event.

The City shall submit an annual report / Expenditure Report Worksheet to the recipient on or before January 10, 2019 (draft Report form attached as Attachment "B" to this Agreement for informational purposes). This report must be completed and returned to the City Administrator on or before January 31, 2019.

5. AUDITS AND INSPECTIONS:

The City or its delegates shall have the right to review and monitor the financial records and other components of the work and services provided and undertaken as a part of the Agreement. The Recipient shall make such records available for inspection by the City upon request by the City Director of Budget and Accounting.

6. INDEPENDENT RELATIONSHIP:

The City and Recipient intend that an independent contractual relationship be created by this Agreement. The Recipient, or any of its employees, agents or contractors, is not considered to be an employee of the City for any purpose, and neither the Recipient nor any employee, agent or contractor of the Recipient shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. Recipient specifically represents and stipulates that the Recipient is engaged in the business of providing the services set forth in this Agreement, whether or not for profit, and that Recipient is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

7. EQUAL OPPORTUNITY EMPLOYER:

The Provider shall comply with Federal, State and local laws as to the requirements of an Equal Opportunity Employer.

8. DEFENSE & INDEMNITY AGREEMENT:

The Recipient agrees to defend, indemnify and save harmless the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Recipient, its subcontractors, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

9. SUSPENSION, TERMINATION, AND CLOSE OUT:

If the Recipient fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are legally available, including but not limited to, the immediate suspension or termination of this Agreement.

10. CHANGES, AMENDMENTS, MODIFICATIONS:

Either party may request changes, amendments and/or modifications to the Agreement. Any and all agreed changes, amendments and/or modifications shall be in writing and signed by each of the parties.

11. SEVERABILITY:

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

12. WAIVER:

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.

13. NO THIRD PARTY BENEFICIARIES:

Except as specifically provided herein, this Agreement is for the benefit of the parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third party beneficiary or other rights whatsoever hereunder.

14. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior written consent of the other party.

15. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirement of any governmental agency having or asserting jurisdiction over the services provided hereunder.

16. VENUE:

In the event that any dispute arises over this Agreement, the venue of any legal action shall be that of Skagit County, Washington.

17. ATTORNEY FEES AND COSTS:

In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled to, in addition to other relief, their costs, plus reasonable attorney fees as determined by the Court.

18. ENTIRE AGREEMENT:

This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

19. NOTICES:

Any notices to be sent to the City shall be sent to the City at the following address:

City of Burlington  
ATTN: City Administrator  
833 South Spruce Street  
Burlington, WA 98233  
(360) 755-0531

With copies to the City Attorney.

Any notices to be sent to Recipient shall be sent to the following address:

Cindy Verge, Executive Director  
Skagit Valley Tulip Festival  
PO Box 1784  
Mount Vernon, WA 98273

20. HEADINGS:

The headings of the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

21. COUNTERPARTS:

This Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

22. AUTHORITY.

Each individual executing this Agreement on behalf of the City and the Recipient represents and warrants that such individual(s) are duly authorized to execute and deliver this Agreement on behalf of the City or the Recipient.

IN WITNESS WHEREOF, the City and the Recipient have executed this Agreement, consisting of ten (10) pages plus Attachments "A" and "B", as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF BURLINGTON**

**SKAGIT VALLEY TULIP  
FESTIVAL**

By \_\_\_\_\_  
STEVE SEXTON, Mayor

By \_\_\_\_\_  
Cindy Verge, Executive Director  
Tax ID 91-1662982

**Attest:**

By \_\_\_\_\_  
Renee Sinclair, Director of Budget and Accounting  
/ City Clerk

**Approved as to Form:**



By: \_\_\_\_\_  
LEIF JOHNSON, City Attorney

**Approved as to Content:**

By: \_\_\_\_\_  
BRYAN W. HARRISON  
City Administrator

- ATTACHMENT:**   **A.**   2018 Lodging Tax Grant Application  
                             **B.**   Expenditure Report Worksheet

**ATTACHMENT B**

# DRAFT Event or Tourism Facility Lodging Tax Expenditure Report Worksheet

Festivals, special events and tourism-related activities

Official Report Form is due: January 31, 2019

1. Organization: Skagit Valley Tulip Festival

2. This report covers:

Event/Activity Name: Website upgrade and marketing for the 2017 Skagit Valley Tulip Festival to potential tourists residing more than 50 miles from Burlington.

Dates: \_\_\_\_\_

3. Total Lodging Tax funds allocated to promotion of this event/activity \$ 5,500

4. Estimated total event attendance or user count for the event/activity (Describe methodology used to determine this figure.):

\_\_\_\_\_ Local attendees  
\_\_\_\_\_ Tourists (from more than 50 miles away)  
\_\_\_\_\_ Total

5. Estimated total attendance for event or activity:

1. Traveled without staying: \_\_\_\_\_ (number of people who traveled more than 50 miles and stayed for the day only)  
2. Overnight (paid): \_\_\_\_\_ (number of people who stayed overnight in paid accommodations)  
3. Overnight (unpaid): \_\_\_\_\_ (number of people who stayed overnight in unpaid accommodations)

*(Describe methodology used to determine these figures.)*

6. Estimated total room nights generated \_\_\_\_\_  
*(Describe methodology used to determine this figure.)*

7. Number of conferences/weddings/conventions/etc.

\_\_\_\_\_ Locally booked  
\_\_\_\_\_ Booked by "tourists" (more than 50 miles away)  
\_\_\_\_\_ TOTAL

8. Any other information that demonstrates the impacts of the festival, event or tourism-related activity (please describe):

## **AGREEMENT**

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the ***CITY OF BURLINGTON***, (hereafter referred to as the "City") and the ***BURLINGTON CHAMBER OF COMMERCE*** (hereinafter referred to as "Recipient").

### **WITNESSETH:**

WHEREAS, the City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Chapter 67.28 RCW; and

WHEREAS, the Recipient provides and performs promotional functions, activities and events that enhance tourism activities as set forth in the attached City of Burlington 2018 Lodging Tax Grant Application; and

WHEREAS, the City desires to provide proceeds from the hotel occupancy tax during the 2018 fiscal year to the Recipient to perform qualified services for the City; and

WHEREAS, the Services included in this Agreement are consistent with promoting the interests of the City; and

WHEREAS, the City and the Recipient are desirous of entering into an Agreement to formalize their relationship.

**NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City and Recipient do mutually agree as follows:**

#### **1. TERM:**

The term of this Agreement shall be from January 1, 2018 through December 31, 2018.

## 2. SERVICES TO BE PROVIDED BY THE PARTIES:

This grant is for costs associated with Berry Dairy Days Festival marketing to potential visitors / tourists traveling for business or pleasure either (a) away from their place of residence or business and staying overnight in paid accommodations; (b) to a place fifty miles or more one way from their place of residence or business for the day or staying overnight; and/or (c) from another country or state outside of their place of residence or their business. Marketing will include brochures, radio and print advertising, electronic communication, website and social media.

The Burlington Chamber of Commerce website, and any brochures or print media paid for with these funds, must include a listing of and link to Burlington lodging establishments. A condition of approval for payment will require providing copies of advertising, expenditures and web links that clearly demonstrates compliance with the terms included in this section.

The Burlington Chamber of Commerce 2018 City of Burlington Lodging Tax funding application is attached to this contract as Attachment "A" and serves as a reference to depict the type of tourism promotion activities anticipated to be implemented under this Agreement.

## 3. FUNDS:

- a. The City grants to the Recipient the sum of \$11,000 from 2018 fiscal year Lodging Tax proceeds for the purposes of funding the services to be provided in paragraph 2 above.
- b. The funds granted herein are to be used as specifically set forth in paragraph 2 above, as well as in conformance with the requirements set forth in this paragraph 3 and as otherwise stated in this Agreement. If the Recipient has any question about the use of the funds and whether such use complies with this Agreement and/or state law, the Recipient should contact the City Administrator for clarification of use prior to incurring the expense to be submitted to the City for payment. The last chance to submit documentation for payment of funds for the 2018 fiscal year will be noon the first Friday of January, 2019.

- c. The funds granted herein by the City are from the funds generated by hotel-motel (lodging) taxes. These funds may be used solely for paying for tourism promotion. Tourism promotion is defined as: Activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies and facilities; and marketing and/or operation of special events and festivals designed to attract tourists.
- d. The funds granted herein will not be used in any way contrary to the specified uses set forth in paragraph 2 above of this Agreement, including, but not limited to, the following:
  - i. To purchase, construct, or improve capital facilities or equipment without prior written approval from the City;
  - ii. To fund activities that target the generation of business for any single specific private business entity;
  - iii. For promotional hosting, including but not limited to the payment of lodging for individuals within a fifty mile radius of the City of Burlington;
  - iv. For cash bonuses or gifts; and/or
  - v. For any purpose that would violate the following as the same exist now or may be hereafter amended:
    - (a) RCW 67.28.1815;
    - (b) Article 8, Section 7 of the Washington State Constitution;
    - (c) For any specific expense that would otherwise be prohibited from payment by the City.
- e. The payment of grant funds shall be paid upon the presentation of a bill and necessary documentation as described in paragraphs 2 and 3. Such bill, along with supporting documentation, should be submitted to the City by the first Wednesday of the month for payment during that month.

- f. The Recipient recognizes the City cannot make payment to the Recipient from the funds granted until the actual services have been performed, or costs incurred, as defined herein. In no event shall the City pay for services in advance of such performance.
- g. All payments shall be based upon copies of original pay stubs, invoices and/or other applicable supporting documentation, complete with an explanation of the expenditure. Said documentation shall contain itemization for each service or costs being submitted by the Recipient for payment. The City reserves the right to request additional documentation, satisfactory to the City Director of Budget and Accounting, before payment is made pursuant to this Agreement. Payment and/or reimbursement will only be made for such expenses that comply with this Agreement and/or state law.
- h. The Recipient shall have a fiduciary duty to the City with respect to the revenue provided by this Agreement.

#### 4. REPORTS AND INFORMATION:

- a. The Recipient shall provide to the City documentation of expenditures, as outlined in paragraphs 2 and 3 above and maintain complete and accurate financial records for each expenditure of funds.
- b. State law requires that local jurisdictions that receive Lodging Tax revenues under RCW 67.28.1816 must submit an annual economic impact report. To assist with this reporting requirement the City of Burlington will require that recipients of City of Burlington Lodging Tax Funds provide the following information related to the funded event:
  - Estimated number of tourists, persons traveling over 50 miles to the destination and staying for the day only;
  - Estimated number of persons remaining at the destination overnight in paid accommodations;
  - Estimated number of persons remaining at the destination in unpaid accommodations;
  - Estimated increase in retail sales (within Burlington City limits) attributable to the event;
  - Any other measurements that demonstrate the positive impact of increased tourism attributable to the festival or event.

The City shall submit an annual report / Expenditure Report Worksheet to the recipient on or before January 10, 2019 (draft Report form attached as Attachment "B" to this Agreement for informational purposes). This report must be completed and returned to the City Administrator on or before January 31, 2019.

5. AUDITS AND INSPECTIONS:

The City or its delegates shall have the right to review and monitor the financial records and other components of the work and services provided and undertaken as a part of the Agreement. The Recipient shall make such records available for inspection by the City upon request by the City Director of Budget and Accounting.

6. INDEPENDENT RELATIONSHIP:

The City and Recipient intend that an independent contractual relationship be created by this Agreement. The Recipient, or any of its employees, agents or contractors, is not considered to be an employee of the City for any purpose, and neither the Recipient nor any employee, agent or contractor of the Recipient shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. Recipient specifically represents and stipulates that the Recipient is engaged in the business of providing the services set forth in this Agreement, whether or not for profit, and that Recipient is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

7. EQUAL OPPORTUNITY EMPLOYER:

The Provider shall comply with Federal, State and local laws as to the requirements of an Equal Opportunity Employer.

8. DEFENSE & INDEMNITY AGREEMENT:

The Recipient agrees to defend, indemnify and save harmless the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Recipient, its subcontractors, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

9. SUSPENSION, TERMINATION, AND CLOSE OUT:

If the Recipient fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are legally available, including but not limited to, the immediate suspension or termination of this Agreement.

10. CHANGES, AMENDMENTS, MODIFICATIONS:

Either party may request changes, amendments and/or modifications to the Agreement. Any and all agreed changes, amendments and/or modifications shall be in writing and signed by each of the parties.

11. SEVERABILITY:

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

12. WAIVER:



Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.

13. NO THIRD PARTY BENEFICIARIES:

Except as specifically provided herein, this Agreement is for the benefit of the parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third party beneficiary or other rights whatsoever hereunder.

14. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior written consent of the other party.

15. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirement of any governmental agency having or asserting jurisdiction over the services provided hereunder.

16. VENUE:

In the event that any dispute arises over this Agreement, the venue of any legal action shall be that of Skagit County, Washington.

17. ATTORNEY FEES AND COSTS:

In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled to, in addition to other relief, their costs, plus reasonable attorney fees as determined by the Court.

18. ENTIRE AGREEMENT:

This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

19. NOTICES:

Any notices to be sent to the City shall be sent to the City at the following address:

City of Burlington  
ATTN: City Administrator  
833 South Spruce Street  
Burlington, WA 98233  
(360) 755-0531

With copies to the City Attorney.

Any notices to be sent to Recipient shall be sent to the following address:

Peter Browning, President/CEO  
Burlington Chamber of Commerce  
PO Box 1087  
Burlington, WA 98233

20. HEADINGS:

The headings of the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

21. COUNTERPARTS:

This Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

22. AUTHORITY.

Each individual executing this Agreement on behalf of the City and the Recipient represents and warrants that such individual(s) are duly authorized to execute and deliver this Agreement on behalf of the City or the Recipient.

IN WITNESS WHEREOF, the City and the Recipient have executed this Agreement, consisting of ten (10) pages plus Attachments "A" and "B", as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF BURLINGTON**

By \_\_\_\_\_  
STEVE SEXTON, Mayor

**BURLINGTON CHAMBER OF  
COMMERCE**

By \_\_\_\_\_  
Peter Browning, President/CEO  
Tax ID 91-1019001

**Attest:**

By \_\_\_\_\_  
Renee Sinclair, Director of Budget and Accounting  
/ City Clerk

**Approved as to Form:**

By: \_\_\_\_\_  
LEIF JOHNSON, City Attorney

**Approved as to Content:**

By: \_\_\_\_\_  
BRYAN W. HARRISON  
City Administrator

**ATTACHMENT:**   **A.**     2018 Lodging Tax Grant Application  
                             **B.**     Expenditure Report Worksheet

**ATTACHMENT B**

# DRAFT Event or Tourism Facility Lodging Tax Expenditure Report Worksheet

Festivals, special events and tourism-related activities

Official Report Form is due: January 31, 2019

1. Organization: Burlington Chamber of Commerce
2. This report covers:  
Event/Activity Name: Berry Dairy Days Festival marketing to potential tourists residing more than 50 miles from Burlington.  
Dates: \_\_\_\_\_
3. Total Lodging Tax funds allocated to promotion of this event/activity \$000
4. Estimated total event attendance or user count for the event/activity (Describe methodology used to determine this figure.):  
\_\_\_\_\_  
Local attendees  
\_\_\_\_\_  
Tourists (from more than 50 miles away)  
\_\_\_\_\_  
Total
5. Estimated total attendance for event or activity:  
1. Traveled without staying: \_\_\_\_\_ (number of people who traveled more than 50 miles and stayed for the day only)  
2. Overnight (paid): \_\_\_\_\_ (number of people who stayed overnight in paid accommodations)  
3. Overnight (unpaid): \_\_\_\_\_ (number of people who stayed overnight in unpaid accommodations)  
*(Describe methodology used to determine these figures.)*
6. Estimated total room nights generated \_\_\_\_\_  
*(Describe methodology used to determine this figure.)*
7. Number of conferences/weddings/conventions/etc.  
\_\_\_\_\_  
Locally booked  
\_\_\_\_\_  
Booked by "tourists" (more than 50 miles away)  
\_\_\_\_\_  
TOTAL
8. Any other information that demonstrates the impacts of the festival, event or tourism-related activity (please describe):

## **AGREEMENT**

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF BURLINGTON**, (hereafter referred to as the "City") and the **BURLINGTON CHAMBER OF COMMERCE** (hereinafter referred to as "Recipient").

### **WITNESSETH:**

WHEREAS, the City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Chapter 67.28 RCW; and

WHEREAS, the Recipient provides and performs promotional functions, activities and events that enhance tourism activities as set forth in the attached City of Burlington 2018 Lodging Tax Grant Application; and

WHEREAS, the City desires to provide proceeds from the hotel occupancy tax during the 2018 fiscal year to the Recipient to perform qualified services for the City; and

WHEREAS, the Services included in this Agreement are consistent with promoting the interests of the City; and

WHEREAS, the City and the Recipient are desirous of entering into an Agreement to formalize their relationship.

**NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City and Recipient do mutually agree as follows:**

#### **1. TERM:**

The term of this Agreement shall be from January 1, 2018 through December 31, 2018.

## 2. SERVICES TO BE PROVIDED BY THE PARTIES:

This grant is for costs associated with operation of the Burlington Visitor's Center located at 520 E Fairhaven Avenue, Burlington, WA, implementation of tourism marketing strategies, and operation and marketing of special events to potential visitors / tourists traveling for business or pleasure either (a) away from their place of residence or business and staying overnight in paid accommodations; (b) to a place fifty miles or more one way from their place of residence or business for the day or staying overnight; and/or (c) from another country or state outside of their place of residence or their business. Marketing will include brochures, radio and print advertising, electronic communication, website and social media.

The Burlington Chamber of Commerce website, and any brochures or print media paid for with these funds, must include a listing of and link to Burlington lodging establishments. A condition of approval for payment will require providing copies of advertising, expenditures and web links that clearly demonstrates compliance with the terms included in this section.

The Burlington Chamber of Commerce 2018 City of Burlington Lodging Tax funding application is attached to this contract as Attachment "A" and serves as a reference to depict the type of tourism promotion activities anticipated to be implemented under this Agreement.

## 3. FUNDS:

- a. The City grants to the Recipient the sum of \$117,000 from 2018 fiscal year Lodging Tax proceeds for the purposes of funding the services to be provided in paragraph 2 above.
- b. The funds granted herein are to be used as specifically set forth in paragraph 2 above, as well as in conformance with the requirements set forth in this paragraph 3 and as otherwise stated in this Agreement. If the Recipient has any question about the use of the funds and whether such use complies with this Agreement and/or state law, the Recipient should contact the City Administrator for clarification of use prior to incurring the expense to be submitted to the City for payment. The last chance to submit documentation for payment of funds for the 2018 fiscal year will be noon the first Friday of January, 2019.

- c. The funds granted herein by the City are from the funds generated by hotel-motel (lodging) taxes. These funds may be used solely for paying for tourism promotion. Tourism promotion is defined as: Activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies and facilities; and marketing and/or operation of special events and festivals designed to attract tourists.
- d. The funds granted herein will not be used in any way contrary to the specified uses set forth in paragraph 2 above of this Agreement, including, but not limited to, the following:
  - i. To purchase, construct, or improve capital facilities or equipment without prior written approval from the City;
  - ii. To fund activities that target the generation of business for any single specific private business entity;
  - iii. For promotional hosting, including but not limited to the payment of lodging for individuals within a fifty mile radius of the City of Burlington;
  - iv. For cash bonuses or gifts; and/or
  - v. For any purpose that would violate the following as the same exist now or may be hereafter amended:
    - (a) RCW 67.28.1815;
    - (b) Article 8, Section 7 of the Washington State Constitution;
    - (c) For any specific expense that would otherwise be prohibited from payment by the City.
- e. The payment of grant funds shall be paid upon the presentation of a bill and necessary documentation as described in paragraphs 2 and 3. Such bill, along with supporting documentation, should be submitted to the City by the first Wednesday of the month for payment during that month.



- f. The Recipient recognizes the City cannot make payment to the Recipient from the funds granted until the actual services have been performed, or costs incurred, as defined herein. In no event shall the City pay for services in advance of such performance.
- g. All payments shall be based upon copies of original pay stubs, invoices and/or other applicable supporting documentation, complete with an explanation of the expenditure. Said documentation shall contain itemization for each service or costs being submitted by the Recipient for payment. The City reserves the right to request additional documentation, satisfactory to the City Director of Budget and Accounting, before payment is made pursuant to this Agreement. Payment and/or reimbursement will only be made for such expenses that comply with this Agreement and/or state law.
- h. The Recipient shall have a fiduciary duty to the City with respect to the revenue provided by this Agreement.

#### 4. REPORTS AND INFORMATION:

- a. The Recipient shall provide to the City documentation of expenditures, as outlined in paragraphs 2 and 3 above and maintain complete and accurate financial records for each expenditure of funds.
- b. State law requires that local jurisdictions that receive Lodging Tax revenues under RCW 67.28.1816 must submit an annual economic impact report. To assist with this reporting requirement the City of Burlington will require that recipients of City of Burlington Lodging Tax Funds provide the following information related to the funded event:
  - Estimated number of tourists, persons traveling over 50 miles to the destination and staying for the day only;
  - Estimated number of persons remaining at the destination overnight in paid accommodations;
  - Estimated number of persons remaining at the destination in unpaid accommodations;
  - Estimated increase in retail sales (within Burlington City limits) attributable to the event;
  - Any other measurements that demonstrate the positive impact of increased tourism attributable to the festival or event.

The City shall submit an annual report / Expenditure Report Worksheet to the recipient on or before January 10, 2019 (draft Report form attached as Attachment "B" to this Agreement for informational purposes). This report must be completed and returned to the City Administrator on or before January 31, 2019.

5. AUDITS AND INSPECTIONS:

The City or its delegates shall have the right to review and monitor the financial records and other components of the work and services provided and undertaken as a part of the Agreement. The Recipient shall make such records available for inspection by the City upon request by the City Director of Budget and Accounting.

6. INDEPENDENT RELATIONSHIP:

The City and Recipient intend that an independent contractual relationship be created by this Agreement. The Recipient, or any of its employees, agents or contractors, is not considered to be an employee of the City for any purpose, and neither the Recipient nor any employee, agent or contractor of the Recipient shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. Recipient specifically represents and stipulates that the Recipient is engaged in the business of providing the services set forth in this Agreement, whether or not for profit, and that Recipient is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

7. EQUAL OPPORTUNITY EMPLOYER:

The Provider shall comply with Federal, State and local laws as to the requirements of an Equal Opportunity Employer.

8. DEFENSE & INDEMNITY AGREEMENT:

The Recipient agrees to defend, indemnify and save harmless the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Recipient, its subcontractors, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

9. SUSPENSION, TERMINATION, AND CLOSE OUT:

If the Recipient fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are legally available, including but not limited to, the immediate suspension or termination of this Agreement.

10. CHANGES, AMENDMENTS, MODIFICATIONS:

Either party may request changes, amendments and/or modifications to the Agreement. Any and all agreed changes, amendments and/or modifications shall be in writing and signed by each of the parties.

11. SEVERABILITY:

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

12. WAIVER:

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.

13. NO THIRD PARTY BENEFICIARIES:

Except as specifically provided herein, this Agreement is for the benefit of the parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third party beneficiary or other rights whatsoever hereunder.

14. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior written consent of the other party.

15. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirement of any governmental agency having or asserting jurisdiction over the services provided hereunder.

16. VENUE:

In the event that any dispute arises over this Agreement, the venue of any legal action shall be that of Skagit County, Washington.

17. ATTORNEY FEES AND COSTS:

In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled to, in addition to other relief, their costs, plus reasonable attorney fees as determined by the Court.

18. ENTIRE AGREEMENT:

This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

19. NOTICES:

Any notices to be sent to the City shall be sent to the City at the following address:

City of Burlington  
ATTN: City Administrator  
833 South Spruce Street  
Burlington, WA 98233  
(360) 755-0531

With copies to the City Attorney.

Any notices to be sent to Recipient shall be sent to the following address:

Peter Browning, President/CEO  
Burlington Chamber of Commerce  
PO Box 1087  
Burlington, WA 98233

20. HEADINGS:

The headings of the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

21. COUNTERPARTS:

This Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

**22. AUTHORITY.**

Each individual executing this Agreement on behalf of the City and the Recipient represents and warrants that such individual(s) are duly authorized to execute and deliver this Agreement on behalf of the City or the Recipient.

IN WITNESS WHEREOF, the City and the Recipient have executed this Agreement, consisting of ten (10) pages plus Attachments "A" and "B", as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF BURLINGTON**

By \_\_\_\_\_  
STEVE SEXTON, Mayor

**BURLINGTON CHAMBER OF  
COMMERCE**

By \_\_\_\_\_  
Peter Browning, President/CEO  
Tax ID 91-1019001

**Attest:**

By \_\_\_\_\_  
Renee Sinclair, Director of Budget and Accounting  
/ City Clerk

**Approved as to Form:**

By: \_\_\_\_\_  
LEIF JOHNSON, City Attorney

**Approved as to Content:**

By: \_\_\_\_\_  
BRYAN W. HARRISON  
City Administrator

**ATTACHMENT:**   **A.**     2018 Lodging Tax Grant Application  
                             **B.**     Expenditure Report Worksheet

**ATTACHMENT B**

**DRAFT Event or Tourism Facility Lodging Tax Expenditure Report  
Worksheet**

Festivals, special events and tourism-related activities

Official Report Form is due: January 31, 2019

1. Organization: Burlington Chamber of Commerce

2. This report covers:

Event/Activity Name: Operations of the Burlington Visitor's Information Center and marketing and operation of special events to potential tourists residing more than 50 miles from Burlington.

Dates: \_\_\_\_\_

3. Total Lodging Tax funds allocated to promotion of this event/activity \$ 117,000

4. Estimated total event attendance or user count for the event/activity (Describe methodology used to determine this figure.):

\_\_\_\_\_ Local attendees  
\_\_\_\_\_ Tourists (from more than 50 miles away)  
\_\_\_\_\_ Total

5. Estimated total attendance for event or activity:

1. Traveled without staying: \_\_\_\_\_ (number of people who traveled more than 50 miles and stayed for the day only)
2. Overnight (paid): \_\_\_\_\_ (number of people who stayed overnight in paid accommodations)
3. Overnight (unpaid): \_\_\_\_\_ (number of people who stayed overnight in unpaid accommodations)

*(Describe methodology used to determine these figures.)*

6. Estimated total room nights generated \_\_\_\_\_

*(Describe methodology used to determine this figure.)*

7. Number of conferences/weddings/conventions/etc.

\_\_\_\_\_ Locally booked  
\_\_\_\_\_ Booked by "tourists" (more than 50 miles away)  
\_\_\_\_\_ TOTAL

8. Any other information that demonstrates the impacts of the festival, event or tourism-related activity (please describe):



## **AGREEMENT**

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF BURLINGTON**, (hereafter referred to as the "City") and the **CELTIC ARTS FOUNDATION** (hereinafter referred to as "Recipient").

### **WITNESSETH:**

WHEREAS, the City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Chapter 67.28 RCW; and

WHEREAS, the Recipient provides and performs promotional functions, activities and events that enhance tourism activities as set forth in the attached City of Burlington 2018 Lodging Tax Grant Application; and

WHEREAS, the City desires to provide proceeds from the hotel occupancy tax during the 2018 fiscal year to the Recipient to perform qualified services for the City; and

WHEREAS, the Services included in this Agreement are consistent with promoting the interests of the City; and

WHEREAS, the City and the Recipient are desirous of entering into an Agreement to formalize their relationship.

**NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City and Recipient do mutually agree as follows:**

#### **1. TERM:**

The term of this Agreement shall be from January 1, 2018 through December 31, 2018.

## 2. SERVICES TO BE PROVIDED BY THE PARTIES:

This grant is for costs associated with direct marketing of the Skagit Valley Highland Games and Celtic Festival to potential visitors / tourists traveling for business or pleasure either (a) away from their place of residence or business and staying overnight in paid accommodations; (b) to a place fifty miles or more one way from their place of residence or business for the day or staying overnight; and/or (c) from another country or state outside of their place of residence or their business. Marketing will include brochures, radio and print advertising, electronic communication, website and social media.

The Celtic Arts Foundation website, and any brochures or print media paid for with these funds, must include a listing of and link to Burlington lodging establishments. A condition of approval for payment will require providing copies of advertising, expenditures and web links that clearly demonstrates compliance with the terms included in this section.

The Celtic Arts Foundation 2018 City of Burlington Lodging Tax funding application is attached to this contract as Attachment "A" and serves as a reference to depict the type of tourism promotion activities anticipated to be implemented under this Agreement.

## 3. FUNDS:

- a. The City grants to the Recipient the sum of \$2,500 from 2018 fiscal year Lodging Tax proceeds for the purposes of funding the services to be provided in paragraph 2 above.
- b. The funds granted herein are to be used as specifically set forth in paragraph 2 above, as well as in conformance with the requirements set forth in this paragraph 3 and as otherwise stated in this Agreement. If the Recipient has any question about the use of the funds and whether such use complies with this Agreement and/or state law, the Recipient should contact the City Administrator for clarification of use prior to incurring the expense to be submitted to the City for payment. The last chance to submit documentation for payment of funds for the 2018 fiscal year will be noon the first Friday of January, 2019.

- c. The funds granted herein by the City are from the funds generated by hotel-motel (lodging) taxes. These funds may be used solely for paying for tourism promotion. Tourism promotion is defined as: Activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies and facilities; and marketing and/or operation of special events and festivals designed to attract tourists.
- d. The funds granted herein will not be used in any way contrary to the specified uses set forth in paragraph 2 above of this Agreement, including, but not limited to, the following:
  - i. To purchase, construct, or improve capital facilities or equipment without prior written approval from the City;
  - ii. To fund activities that target the generation of business for any single specific private business entity;
  - iii. For promotional hosting, including but not limited to the payment of lodging for individuals within a fifty mile radius of the City of Burlington;
  - iv. For cash bonuses or gifts; and/or
  - v. For any purpose that would violate the following as the same exist now or may be hereafter amended:
    - (a) RCW 67.28.1815;
    - (b) Article 8, Section 7 of the Washington State Constitution;
    - (c) For any specific expense that would otherwise be prohibited from payment by the City.
- e. The payment of grant funds shall be paid upon the presentation of a bill and necessary documentation as described in paragraphs 2 and 3. Such bill, along with supporting documentation, should be submitted to the City by the first Wednesday of the month for payment during that month.

- f. The Recipient recognizes the City cannot make payment to the Recipient from the funds granted until the actual services have been performed, or costs incurred, as defined herein. In no event shall the City pay for services in advance of such performance.
- g. All payments shall be based upon copies of original pay stubs, invoices and/or other applicable supporting documentation, complete with an explanation of the expenditure. Said documentation shall contain itemization for each service or costs being submitted by the Recipient for payment. The City reserves the right to request additional documentation, satisfactory to the City Director of Budget and Accounting, before payment is made pursuant to this Agreement. Payment and/or reimbursement will only be made for such expenses that comply with this Agreement and/or state law.
- h. The Recipient shall have a fiduciary duty to the City with respect to the revenue provided by this Agreement.

#### 4. REPORTS AND INFORMATION:

- a. The Recipient shall provide to the City documentation of expenditures, as outlined in paragraphs 2 and 3 above and maintain complete and accurate financial records for each expenditure of funds.
- b. State law requires that local jurisdictions that receive Lodging Tax revenues under RCW 67.28.1816 must submit an annual economic impact report. To assist with this reporting requirement the City of Burlington will require that recipients of City of Burlington Lodging Tax Funds provide the following information related to the funded event:
  - Estimated number of tourists, persons traveling over 50 miles to the destination and staying for the day only;
  - Estimated number of persons remaining at the destination overnight in paid accommodations;
  - Estimated number of persons remaining at the destination in unpaid accommodations;
  - Estimated increase in retail sales (within Burlington City limits) attributable to the event;
  - Any other measurements that demonstrate the positive impact of increased tourism attributable to the festival or event.

The City shall submit an annual report / Expenditure Report Worksheet to the recipient on or before January 10, 2019 (draft Report form attached as Attachment "B" to this Agreement for informational purposes). This report must be completed and returned to the City Administrator on or before January 31, 2019.

5. AUDITS AND INSPECTIONS:

The City or its delegates shall have the right to review and monitor the financial records and other components of the work and services provided and undertaken as a part of the Agreement. The Recipient shall make such records available for inspection by the City upon request by the City Director of Budget and Accounting.

6. INDEPENDENT RELATIONSHIP:

The City and Recipient intend that an independent contractual relationship be created by this Agreement. The Recipient, or any of its employees, agents or contractors, is not considered to be an employee of the City for any purpose, and neither the Recipient nor any employee, agent or contractor of the Recipient shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. Recipient specifically represents and stipulates that the Recipient is engaged in the business of providing the services set forth in this Agreement, whether or not for profit, and that Recipient is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

7. EQUAL OPPORTUNITY EMPLOYER:

The Provider shall comply with Federal, State and local laws as to the requirements of an Equal Opportunity Employer.

8. DEFENSE & INDEMNITY AGREEMENT:

The Recipient agrees to defend, indemnify and save harmless the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Recipient, its subcontractors, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

9. SUSPENSION, TERMINATION, AND CLOSE OUT:

If the Recipient fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are legally available, including but not limited to, the immediate suspension or termination of this Agreement.

10. CHANGES, AMENDMENTS, MODIFICATIONS:

Either party may request changes, amendments and/or modifications to the Agreement. Any and all agreed changes, amendments and/or modifications shall be in writing and signed by each of the parties.

11. SEVERABILITY:

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

12. WAIVER:

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.

13. NO THIRD PARTY BENEFICIARIES:

Except as specifically provided herein, this Agreement is for the benefit of the parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third party beneficiary or other rights whatsoever hereunder.

14. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior written consent of the other party.

15. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirement of any governmental agency having or asserting jurisdiction over the services provided hereunder.

16. VENUE:

In the event that any dispute arises over this Agreement, the venue of any legal action shall be that of Skagit County, Washington.

17. ATTORNEY FEES AND COSTS:

In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled to, in addition to other relief, their costs, plus reasonable attorney fees as determined by the Court.

18. ENTIRE AGREEMENT:

This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

19. NOTICES:

Any notices to be sent to the City shall be sent to the City at the following address:

City of Burlington  
ATTN: City Administrator  
833 South Spruce Street  
Burlington, WA 98233  
(360) 755-0531

With copies to the City Attorney.

Any notices to be sent to Recipient shall be sent to the following address:

Skye Richendrfer, Executive Director  
Celtic Arts Foundation  
PO Box 1342  
Mount Vernon, WA 98273

20. HEADINGS:

The headings of the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

21. COUNTERPARTS:



This Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

22. AUTHORITY.

Each individual executing this Agreement on behalf of the City and the Recipient represents and warrants that such individual(s) are duly authorized to execute and deliver this Agreement on behalf of the City or the Recipient.

IN WITNESS WHEREOF, the City and the Recipient have executed this Agreement, consisting of ten (10) pages plus Attachments "A" and "B", as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF BURLINGTON**

By \_\_\_\_\_  
STEVE SEXTON, Mayor

**CELTIC ARTS FOUNDATION**

By \_\_\_\_\_  
Skye Richendrfer, Executive Director  
Tax ID 91-1878785

**Attest:**

By \_\_\_\_\_  
Renee Sinclair, Director of Budget and Accounting  
/ City Clerk

**Approved as to Form:**

By: \_\_\_\_\_  
LEIF JOHNSON, City Attorney

**Approved as to Content:**

By: \_\_\_\_\_  
BRYAN W. HARRISON  
City Administrator

**ATTACHMENT:**   **A.**     2018 Lodging Tax Grant Application  
                             **B.**     Expenditure Report Worksheet

**ATTACHMENT B**

# DRAFT Event or Tourism Facility Lodging Tax Expenditure Report Worksheet

Festivals, special events and tourism-related activities

Official Report Form is due: January 31, 2019

1. Organization: Celtic Arts Foundation

2. This report covers:

Event/Activity Name: Marketing for the 2018 Skagit Valley Highland Games and Celtic Festival to potential tourists residing more than 50 miles from Burlington.

Dates: \_\_\_\_\_

3. Total Lodging Tax funds allocated to promotion of this event/activity \$ 2,500

4. Estimated total event attendance or user count for the event/activity (Describe methodology used to determine this figure.):

_____	Local attendees
_____	Tourists (from more than 50 miles away)
_____	Total

5. Estimated total attendance for event or activity:

1. Traveled without staying: \_\_\_\_\_ (number of people who traveled more than 50 miles and stayed for the day only)
2. Overnight (paid): \_\_\_\_\_ (number of people who stayed overnight in paid accommodations)
3. Overnight (unpaid): \_\_\_\_\_ (number of people who stayed overnight in unpaid accommodations)

*(Describe methodology used to determine these figures.)*

6. Estimated total room nights generated \_\_\_\_\_

*(Describe methodology used to determine this figure.)*

7. Number of conferences/weddings/conventions/etc.

_____	Locally booked
_____	Booked by "tourists" (more than 50 miles away)
_____	TOTAL

8. Any other information that demonstrates the impacts of the festival, event or tourism-related activity (please describe):

## **AGREEMENT**

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the ***CITY OF BURLINGTON***, (hereafter referred to as the "City") and the ***CHILDREN'S MUSEUM OF SKAGIT COUNTY*** (hereinafter referred to as "Recipient").

### **WITNESSETH:**

WHEREAS, the City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Chapter 67.28 RCW; and

WHEREAS, the Recipient provides and performs promotional functions, activities and events that enhance tourism activities as set forth in the attached City of Burlington 2018 Lodging Tax Grant Application; and

WHEREAS, the City desires to provide proceeds from the hotel occupancy tax during the 2018 fiscal year to the Recipient to perform qualified services for the City; and

WHEREAS, the Services included in this Agreement are consistent with promoting the interests of the City; and

WHEREAS, the City and the Recipient are desirous of entering into an Agreement to formalize their relationship.

**NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City and Recipient do mutually agree as follows:**

#### **1. TERM:**

The term of this Agreement shall be from January 1, 2018 through December 31, 2018.

## 2. SERVICES TO BE PROVIDED BY THE PARTIES:

This grant is for costs associated with marketing and/or operations of the Children's Museum of Skagit County to potential visitors / tourists traveling for business or pleasure either (a) away from their place of residence or business and staying overnight in paid accommodations; (b) to a place fifty miles or more one way from their place of residence or business for the day or staying overnight; and/or (c) from another country or state outside of their place of residence or their business. Marketing will include brochures, radio and print advertising, electronic communication, website and social media.

The Children's Museum of Skagit County website, and any brochures or print media paid for with these funds, must include a listing of and link to Burlington lodging establishments. A condition of approval for payment will require providing copies of advertising, expenditures and web links that clearly demonstrates compliance with the terms included in this section.

The Children's Museum of Skagit County City of Burlington Lodging Tax funding application is attached to this contract as Attachment "A" and serves as a reference to depict the type of tourism promotion activities anticipated to be implemented under this Agreement.

## 3. FUNDS:

- a. The City grants to the Recipient the sum of \$30,000 from 2018 fiscal year Lodging Tax proceeds for the purposes of funding the services to be provided in paragraph 2 above.
- b. The funds granted herein are to be used as specifically set forth in paragraph 2 above, as well as in conformance with the requirements set forth in this paragraph 3 and as otherwise stated in this Agreement. If the Recipient has any question about the use of the funds and whether such use complies with this Agreement and/or state law, the Recipient should contact the City Administrator for clarification of use prior to incurring the expense to be submitted to the City for payment. The last chance to submit documentation for payment of funds for the 2018 fiscal year will be noon the first Friday of January, 2019.

- c. The funds granted herein by the City are from the funds generated by hotel-motel (lodging) taxes. These funds may be used solely for paying for tourism promotion. Tourism promotion is defined as: Activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies and facilities; and marketing and/or operation of special events and festivals designed to attract tourists.
- d. The funds granted herein will not be used in any way contrary to the specified uses set forth in paragraph 2 above of this Agreement, including, but not limited to, the following:
  - i. To purchase, construct, or improve capital facilities or equipment without prior written approval from the City;
  - ii. To fund activities that target the generation of business for any single specific private business entity;
  - iii. For promotional hosting, including but not limited to the payment of lodging for individuals within a fifty mile radius of the City of Burlington;
  - iv. For cash bonuses or gifts; and/or
  - v. For any purpose that would violate the following as the same exist now or may be hereafter amended:
    - (a) RCW 67.28.1815;
    - (b) Article 8, Section 7 of the Washington State Constitution;
    - (c) For any specific expense that would otherwise be prohibited from payment by the City.
- e. The payment of grant funds shall be paid upon the presentation of a bill and necessary documentation as described in paragraphs 2 and 3. Such bill, along with supporting documentation, should be submitted to the City by the first Wednesday of the month for payment during that month.

- f. The Recipient recognizes the City cannot make payment to the Recipient from the funds granted until the actual services have been performed, or costs incurred, as defined herein. In no event shall the City pay for services in advance of such performance.
- g. All payments shall be based upon copies of original pay stubs, invoices and/or other applicable supporting documentation, complete with an explanation of the expenditure. Said documentation shall contain itemization for each service or costs being submitted by the Recipient for payment. The City reserves the right to request additional documentation, satisfactory to the City Director of Budget and Accounting, before payment is made pursuant to this Agreement. Payment and/or reimbursement will only be made for such expenses that comply with this Agreement and/or state law.
- h. The Recipient shall have a fiduciary duty to the City with respect to the revenue provided by this Agreement.

4. REPORTS AND INFORMATION:

- a. The Recipient shall provide to the City documentation of expenditures, as outlined in paragraphs 2 and 3 above and maintain complete and accurate financial records for each expenditure of funds.
- b. State law requires that local jurisdictions that receive Lodging Tax revenues under RCW 67.28.1816 must submit an annual economic impact report. To assist with this reporting requirement the City of Burlington will require that recipients of City of Burlington Lodging Tax Funds provide the following information related to the funded event:
  - Estimated number of tourists, persons traveling over 50 miles to the destination and staying for the day only;
  - Estimated number of persons remaining at the destination overnight in paid accommodations;
  - Estimated number of persons remaining at the destination in unpaid accommodations;
  - Estimated increase in retail sales (within Burlington City limits) attributable to the event;
  - Any other measurements that demonstrate the positive impact of increased tourism attributable to the festival or event.

The City shall submit an annual report / Expenditure Report Worksheet to the recipient on or before January 10, 2019 (draft Report form attached as Attachment "B" to this Agreement for informational purposes). This report must be completed and returned to the City Administrator on or before January 31, 2019.

5. AUDITS AND INSPECTIONS:

The City or its delegates shall have the right to review and monitor the financial records and other components of the work and services provided and undertaken as a part of the Agreement. The Recipient shall make such records available for inspection by the City upon request by the City Director of Budget and Accounting.

6. INDEPENDENT RELATIONSHIP:

The City and Recipient intend that an independent contractual relationship be created by this Agreement. The Recipient, or any of its employees, agents or contractors, is not considered to be an employee of the City for any purpose, and neither the Recipient nor any employee, agent or contractor of the Recipient shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. Recipient specifically represents and stipulates that the Recipient is engaged in the business of providing the services set forth in this Agreement, whether or not for profit, and that Recipient is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

7. EQUAL OPPORTUNITY EMPLOYER:

The Provider shall comply with Federal, State and local laws as to the requirements of an Equal Opportunity Employer.

8. DEFENSE & INDEMNITY AGREEMENT:



The Recipient agrees to defend, indemnify and save harmless the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Recipient, its subcontractors, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

9. SUSPENSION, TERMINATION, AND CLOSE OUT:

If the Recipient fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are legally available, including but not limited to, the immediate suspension or termination of this Agreement.

10. CHANGES, AMENDMENTS, MODIFICATIONS:

Either party may request changes, amendments and/or modifications to the Agreement. Any and all agreed changes, amendments and/or modifications shall be in writing and signed by each of the parties.

11. SEVERABILITY:

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

12. WAIVER:

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.

13. NO THIRD PARTY BENEFICIARIES:

Except as specifically provided herein, this Agreement is for the benefit of the parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third party beneficiary or other rights whatsoever hereunder.

14. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior written consent of the other party.

15. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirement of any governmental agency having or asserting jurisdiction over the services provided hereunder.

16. VENUE:

In the event that any dispute arises over this Agreement, the venue of any legal action shall be that of Skagit County, Washington.

17. ATTORNEY FEES AND COSTS:

In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled to, in addition to other relief, their costs, plus reasonable attorney fees as determined by the Court.

18. ENTIRE AGREEMENT:

This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

19. NOTICES:

Any notices to be sent to the City shall be sent to the City at the following address:

City of Burlington  
ATTN: City Administrator  
833 South Spruce Street  
Burlington, WA 98233  
(360) 755-0531

With copies to the City Attorney.

Any notices to be sent to Recipient shall be sent to the following address:

Cate Anderson, Executive Director  
Children's Museum of Skagit County  
550 Cascade Mall Drive  
Burlington, WA 98233

20. HEADINGS:

The headings of the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

21. COUNTERPARTS:

This Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

**22. AUTHORITY.**

Each individual executing this Agreement on behalf of the City and the Recipient represents and warrants that such individual(s) are duly authorized to execute and deliver this Agreement on behalf of the City or the Recipient.

IN WITNESS WHEREOF, the City and the Recipient have executed this Agreement, consisting of ten (10) pages plus Attachments "A" and "B", as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF BURLINGTON**

By \_\_\_\_\_  
STEVE SEXTON, Mayor

**CHILDREN'S MUSEUM OF  
SKAGIT COUNTY**

By \_\_\_\_\_  
Cate Anderson, Executive Director  
Tax ID 91-2081180

**Attest:**

By \_\_\_\_\_  
Renee Sinclair, Director of Budget and Accounting  
/ City Clerk

**Approved as to Form:**

By: \_\_\_\_\_  
LEIF JOHNSON, City Attorney

**Approved as to Content:**

By: \_\_\_\_\_  
BRYAN W. HARRISON  
City Administrator

**ATTACHMENT:**   **A.**     2018 Lodging Tax Grant Application  
                             **B.**     Expenditure Report Worksheet

**ATTACHMENT B**

# DRAFT Event or Tourism Facility Lodging Tax Expenditure Report Worksheet

Festivals, special events and tourism-related activities

Official Report Form is due: January 31, 2019

1. Organization: Children's Museum of Skagit County

2. This report covers:

Event/Activity Name: Marketing and/or operations of the Children's Museum of Skagit County to potential tourists residing more than 50 miles from Burlington.

Dates: \_\_\_\_\_

3. Total Lodging Tax funds allocated to promotion of this event/activity \$ 30,000

4. Estimated total event attendance or user count for the event/activity (Describe methodology used to determine this figure.):

_____	Local attendees
_____	Tourists (from more than 50 miles away)
_____	Total

5. Estimated total attendance for event or activity:

1. Traveled without staying: \_\_\_\_\_ (number of people who traveled more than 50 miles and stayed for the day only)
2. Overnight (paid): \_\_\_\_\_ (number of people who stayed overnight in paid accommodations)
3. Overnight (unpaid): \_\_\_\_\_ (number of people who stayed overnight in unpaid accommodations)

*(Describe methodology used to determine these figures.)*

6. Estimated total room nights generated \_\_\_\_\_  
*(Describe methodology used to determine this figure.)*

7. Number of conferences/weddings/conventions/etc.

_____	Locally booked
_____	Booked by "tourists" (more than 50 miles away)
_____	TOTAL

8. Any other information that demonstrates the impacts of the festival, event or tourism-related activity (please describe):

## **AGREEMENT**

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the ***CITY OF BURLINGTON***, (hereafter referred to as the "City") and the ***CHILDREN'S MUSEUM OF SKAGIT COUNTY*** (hereinafter referred to as "Recipient").

### **WITNESSETH:**

WHEREAS, the City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Chapter 67.28 RCW; and

WHEREAS, the Recipient provides and performs promotional functions, activities and events that enhance tourism activities as set forth in the attached City of Burlington 2018 Lodging Tax Grant Application; and

WHEREAS, the City desires to provide proceeds from the hotel occupancy tax during the 2018 fiscal year to the Recipient to perform qualified services for the City; and

WHEREAS, the Services included in this Agreement are consistent with promoting the interests of the City; and

WHEREAS, the City and the Recipient are desirous of entering into an Agreement to formalize their relationship.

**NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City and Recipient do mutually agree as follows:**

#### **1. TERM:**

The term of this Agreement shall be from January 1, 2018 through December 31, 2018.

## 2. SERVICES TO BE PROVIDED BY THE PARTIES:

This grant is for costs associated with marketing and/or operations of the Children's Museum of Skagit County 3<sup>rd</sup> Annual Winter Wonderland event in December 2018 to potential visitors / tourists traveling for business or pleasure either (a) away from their place of residence or business and staying overnight in paid accommodations; (b) to a place fifty miles or more one way from their place of residence or business for the day or staying overnight; and/or (c) from another country or state outside of their place of residence or their business. Marketing will include brochures, radio and print advertising, electronic communication, website and social media.

The Children's Museum of Skagit County website, and any brochures or print media paid for with these funds, must include a listing of and link to Burlington lodging establishments. A condition of approval for payment will require providing copies of advertising, expenditures and web links that clearly demonstrates compliance with the terms included in this section.

The Children's Museum of Skagit County Winter Wonderland 2018 City of Burlington Lodging Tax funding application is attached to this contract as Attachment "A" and serves as a reference to depict the type of tourism promotion activities anticipated to be implemented under this Agreement.

## 3. FUNDS:

- a. The City grants to the Recipient the sum of \$50,000 from 2018 fiscal year Lodging Tax proceeds for the purposes of funding the services to be provided in paragraph 2 above.
- b. The funds granted herein are to be used as specifically set forth in paragraph 2 above, as well as in conformance with the requirements set forth in this paragraph 3 and as otherwise stated in this Agreement. If the Recipient has any question about the use of the funds and whether such use complies with this Agreement and/or state law, the Recipient should contact the City Administrator for clarification of use prior to incurring the expense to be submitted to the City for payment. The last chance to submit documentation for payment of funds for the 2018 fiscal year will be noon the first Friday of January, 2019.



- c. The funds granted herein by the City are from the funds generated by hotel-motel (lodging) taxes. These funds may be used solely for paying for tourism promotion. Tourism promotion is defined as: Activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies and facilities; and marketing and/or operation of special events and festivals designed to attract tourists.
- d. The funds granted herein will not be used in any way contrary to the specified uses set forth in paragraph 2 above of this Agreement, including, but not limited to, the following:
  - i. To purchase, construct, or improve capital facilities or equipment without prior written approval from the City;
  - ii. To fund activities that target the generation of business for any single specific private business entity;
  - iii. For promotional hosting, including but not limited to the payment of lodging for individuals within a fifty mile radius of the City of Burlington;
  - iv. For cash bonuses or gifts; and/or
  - v. For any purpose that would violate the following as the same exist now or may be hereafter amended:
    - (a) RCW 67.28.1815;
    - (b) Article 8, Section 7 of the Washington State Constitution;
    - (c) For any specific expense that would otherwise be prohibited from payment by the City.
- e. The payment of grant funds shall be paid upon the presentation of a bill and necessary documentation as described in paragraphs 2 and 3. Such bill, along with supporting documentation, should be submitted to the City by the first Wednesday of the month for payment during that month.

- f. The Recipient recognizes the City cannot make payment to the Recipient from the funds granted until the actual services have been performed, or costs incurred, as defined herein. In no event shall the City pay for services in advance of such performance.
- g. All payments shall be based upon copies of original pay stubs, invoices and/or other applicable supporting documentation, complete with an explanation of the expenditure. Said documentation shall contain itemization for each service or costs being submitted by the Recipient for payment. The City reserves the right to request additional documentation, satisfactory to the City Director of Budget and Accounting, before payment is made pursuant to this Agreement. Payment and/or reimbursement will only be made for such expenses that comply with this Agreement and/or state law.
- h. The Recipient shall have a fiduciary duty to the City with respect to the revenue provided by this Agreement.

#### 4. REPORTS AND INFORMATION:

- a. The Recipient shall provide to the City documentation of expenditures, as outlined in paragraphs 2 and 3 above and maintain complete and accurate financial records for each expenditure of funds.
- b. State law requires that local jurisdictions that receive Lodging Tax revenues under RCW 67.28.1816 must submit an annual economic impact report. To assist with this reporting requirement the City of Burlington will require that recipients of City of Burlington Lodging Tax Funds provide the following information related to the funded event:
  - Estimated number of tourists, persons traveling over 50 miles to the destination and staying for the day only;
  - Estimated number of persons remaining at the destination overnight in paid accommodations;
  - Estimated number of persons remaining at the destination in unpaid accommodations;
  - Estimated increase in retail sales (within Burlington City limits) attributable to the event;
  - Any other measurements that demonstrate the positive impact of increased tourism attributable to the festival or event.

The City shall submit an annual report / Expenditure Report Worksheet to the recipient on or before January 10, 2019 (draft Report form attached as Attachment "B" to this Agreement for informational purposes). This report must be completed and returned to the City Administrator on or before January 31, 2019.

5. AUDITS AND INSPECTIONS:

The City or its delegates shall have the right to review and monitor the financial records and other components of the work and services provided and undertaken as a part of the Agreement. The Recipient shall make such records available for inspection by the City upon request by the City Director of Budget and Accounting.

6. INDEPENDENT RELATIONSHIP:

The City and Recipient intend that an independent contractual relationship be created by this Agreement. The Recipient, or any of its employees, agents or contractors, is not considered to be an employee of the City for any purpose, and neither the Recipient nor any employee, agent or contractor of the Recipient shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. Recipient specifically represents and stipulates that the Recipient is engaged in the business of providing the services set forth in this Agreement, whether or not for profit, and that Recipient is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

7. EQUAL OPPORTUNITY EMPLOYER:

The Provider shall comply with Federal, State and local laws as to the requirements of an Equal Opportunity Employer.

8. DEFENSE & INDEMNITY AGREEMENT:

The Recipient agrees to defend, indemnify and save harmless the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Recipient, its subcontractors, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

9. SUSPENSION, TERMINATION, AND CLOSE OUT:

If the Recipient fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are legally available, including but not limited to, the immediate suspension or termination of this Agreement.

10. CHANGES, AMENDMENTS, MODIFICATIONS:

Either party may request changes, amendments and/or modifications to the Agreement. Any and all agreed changes, amendments and/or modifications shall be in writing and signed by each of the parties.

11. SEVERABILITY:

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

12. WAIVER:

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.

13. NO THIRD PARTY BENEFICIARIES:

Except as specifically provided herein, this Agreement is for the benefit of the parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third party beneficiary or other rights whatsoever hereunder.

14. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior written consent of the other party.

15. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirement of any governmental agency having or asserting jurisdiction over the services provided hereunder.

16. VENUE:

In the event that any dispute arises over this Agreement, the venue of any legal action shall be that of Skagit County, Washington.

17. ATTORNEY FEES AND COSTS:

In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled to, in addition to other relief, their costs, plus reasonable attorney fees as determined by the Court.

18. ENTIRE AGREEMENT:

This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

19. NOTICES:

Any notices to be sent to the City shall be sent to the City at the following address:

City of Burlington  
ATTN: City Administrator  
833 South Spruce Street  
Burlington, WA 98233  
(360) 755-0531

With copies to the City Attorney.

Any notices to be sent to Recipient shall be sent to the following address:

Cate Anderson, Executive Director  
Children's Museum of Skagit County  
550 Cascade Mall Drive  
Burlington, WA 98233

20. HEADINGS:

The headings of the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

21. COUNTERPARTS:

This Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

**22. AUTHORITY.**

Each individual executing this Agreement on behalf of the City and the Recipient represents and warrants that such individual(s) are duly authorized to execute and deliver this Agreement on behalf of the City or the Recipient.

IN WITNESS WHEREOF, the City and the Recipient have executed this Agreement, consisting of ten (10) pages plus Attachments "A" and "B", as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF BURLINGTON**

By \_\_\_\_\_  
STEVE SEXTON, Mayor

**CHILDREN'S MUSEUM OF  
SKAGIT COUNTY**

By \_\_\_\_\_  
Cate Anderson, Executive Director  
Tax ID 91-2081180

**Attest:**

By \_\_\_\_\_  
Renee Sinclair, Director of Budget and Accounting  
/ City Clerk

**Approved as to Form:**

By: \_\_\_\_\_  
LEIF JOHNSON, City Attorney

**Approved as to Content:**

By: \_\_\_\_\_  
BRYAN W. HARRISON  
City Administrator

**ATTACHMENT:**   **A.**     2018 Lodging Tax Grant Application  
                             **B.**     Expenditure Report Worksheet

**ATTACHMENT B**



## DRAFT Event or Tourism Facility Lodging Tax Expenditure Report Worksheet

Festivals, special events and tourism-related activities

Official Report Form is due: January 31, 2019

1. Organization: Children's Museum of Skagit County

2. This report covers:

Event/Activity Name: Marketing and/or operations for the 3rd Annual Children's Museum of Skagit County Winter Wonderland Festival to potential tourists residing more than 50 miles from Burlington.

Dates: \_\_\_\_\_

3. Total Lodging Tax funds allocated to promotion of this event/activity \$ 50,000

4. Estimated total event attendance or user count for the event/activity (Describe methodology used to determine this figure.):

_____	Local attendees
_____	Tourists (from more than 50 miles away)
_____	Total

5. Estimated total attendance for event or activity:

1. Traveled without staying: \_\_\_\_\_ (number of people who traveled more than 50 miles and stayed for the day only)
2. Overnight (paid): \_\_\_\_\_ (number of people who stayed overnight in paid accommodations)
3. Overnight (unpaid): \_\_\_\_\_ (number of people who stayed overnight in unpaid accommodations)

*(Describe methodology used to determine these figures.)*

6. Estimated total room nights generated \_\_\_\_\_  
*(Describe methodology used to determine this figure.)*

7. Number of conferences/weddings/conventions/etc.

_____	Locally booked
_____	Booked by "tourists" (more than 50 miles away)
_____	TOTAL

8. Any other information that demonstrates the impacts of the festival, event or tourism-related activity (please describe):

## **AGREEMENT**

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the ***CITY OF BURLINGTON***, (hereafter referred to as the "City") and the ***CHILDREN'S MUSEUM OF SKAGIT COUNTY*** (hereinafter referred to as "Recipient").

### **WITNESSETH:**

WHEREAS, the City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Chapter 67.28 RCW; and

WHEREAS, the Recipient provides and performs promotional functions, activities and events that enhance tourism activities as set forth in the attached City of Burlington 2018 Lodging Tax Grant Application; and

WHEREAS, the City desires to provide proceeds from the hotel occupancy tax during the 2018 fiscal year to the Recipient to perform qualified services for the City; and

WHEREAS, the Services included in this Agreement are consistent with promoting the interests of the City; and

WHEREAS, the City and the Recipient are desirous of entering into an Agreement to formalize their relationship.

**NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City and Recipient do mutually agree as follows:**

#### **1. TERM:**

The term of this Agreement shall be from January 1, 2018 through December 31, 2018.

## 2. SERVICES TO BE PROVIDED BY THE PARTIES:

This grant is for costs associated with development of a Skagit County Museum Passport with the intention of marketing Skagit County museums to potential visitors / tourists traveling for business or pleasure either (a) away from their place of residence or business and staying overnight in paid accommodations; (b) to a place fifty miles or more one way from their place of residence or business for the day or staying overnight; and/or (c) from another country or state outside of their place of residence or their business. Marketing will include brochures, radio and print advertising, electronic communication, website and social media.

The Children's Museum of Skagit County website, and any brochures or print media paid for with these funds, must include a listing of and link to Burlington lodging establishments. A condition of approval for payment will require providing copies of advertising, expenditures and web links that clearly demonstrates compliance with the terms included in this section.

The Children's Museum of Skagit County/Skagit County Museum Passport City of Burlington Lodging Tax funding application is attached to this contract as Attachment "A" and serves as a reference to depict the type of tourism promotion activities anticipated to be implemented under this Agreement.

## 3. FUNDS:

- a. The City grants to the Recipient the sum of \$5,000 from 2018 fiscal year Lodging Tax proceeds for the purposes of funding the services to be provided in paragraph 2 above.
- b. The funds granted herein are to be used as specifically set forth in paragraph 2 above, as well as in conformance with the requirements set forth in this paragraph 3 and as otherwise stated in this Agreement. If the Recipient has any question about the use of the funds and whether such use complies with this Agreement and/or state law, the Recipient should contact the City Administrator for clarification of use prior to incurring the expense to be submitted to the City for payment. The last chance to submit documentation for payment of funds for the 2018 fiscal year will be noon the first Friday of January, 2019.

- c. The funds granted herein by the City are from the funds generated by hotel-motel (lodging) taxes. These funds may be used solely for paying for tourism promotion. Tourism promotion is defined as: Activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies and facilities; and marketing and/or operation of special events and festivals designed to attract tourists.
- d. The funds granted herein will not be used in any way contrary to the specified uses set forth in paragraph 2 above of this Agreement, including, but not limited to, the following:
  - i. To purchase, construct, or improve capital facilities or equipment without prior written approval from the City;
  - ii. To fund activities that target the generation of business for any single specific private business entity;
  - iii. For promotional hosting, including but not limited to the payment of lodging for individuals within a fifty mile radius of the City of Burlington;
  - iv. For cash bonuses or gifts; and/or
  - v. For any purpose that would violate the following as the same exist now or may be hereafter amended:
    - (a) RCW 67.28.1815;
    - (b) Article 8, Section 7 of the Washington State Constitution;
    - (c) For any specific expense that would otherwise be prohibited from payment by the City.
- e. The payment of grant funds shall be paid upon the presentation of a bill and necessary documentation as described in paragraphs 2 and 3. Such bill, along with supporting documentation, should be submitted to the City by the first Wednesday of the month for payment during that month.

- f. The Recipient recognizes the City cannot make payment to the Recipient from the funds granted until the actual services have been performed, or costs incurred, as defined herein. In no event shall the City pay for services in advance of such performance.
- g. All payments shall be based upon copies of original pay stubs, invoices and/or other applicable supporting documentation, complete with an explanation of the expenditure. Said documentation shall contain itemization for each service or costs being submitted by the Recipient for payment. The City reserves the right to request additional documentation, satisfactory to the City Director of Budget and Accounting, before payment is made pursuant to this Agreement. Payment and/or reimbursement will only be made for such expenses that comply with this Agreement and/or state law.
- h. The Recipient shall have a fiduciary duty to the City with respect to the revenue provided by this Agreement.

#### 4. REPORTS AND INFORMATION:

- a. The Recipient shall provide to the City documentation of expenditures, as outlined in paragraphs 2 and 3 above and maintain complete and accurate financial records for each expenditure of funds.
- b. State law requires that local jurisdictions that receive Lodging Tax revenues under RCW 67.28.1816 must submit an annual economic impact report. To assist with this reporting requirement the City of Burlington will require that recipients of City of Burlington Lodging Tax Funds provide the following information related to the funded event:
  - Estimated number of tourists, persons traveling over 50 miles to the destination and staying for the day only;
  - Estimated number of persons remaining at the destination overnight in paid accommodations;
  - Estimated number of persons remaining at the destination in unpaid accommodations;
  - Estimated increase in retail sales (within Burlington City limits) attributable to the event;
  - Any other measurements that demonstrate the positive impact of increased tourism attributable to the festival or event.

The City shall submit an annual report / Expenditure Report Worksheet to the recipient on or before January 10, 2019 (draft Report form attached as Attachment "B" to this Agreement for informational purposes). This report must be completed and returned to the City Administrator on or before January 31, 2019.

5. AUDITS AND INSPECTIONS:

The City or its delegates shall have the right to review and monitor the financial records and other components of the work and services provided and undertaken as a part of the Agreement. The Recipient shall make such records available for inspection by the City upon request by the City Director of Budget and Accounting.

6. INDEPENDENT RELATIONSHIP:

The City and Recipient intend that an independent contractual relationship be created by this Agreement. The Recipient, or any of its employees, agents or contractors, is not considered to be an employee of the City for any purpose, and neither the Recipient nor any employee, agent or contractor of the Recipient shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. Recipient specifically represents and stipulates that the Recipient is engaged in the business of providing the services set forth in this Agreement, whether or not for profit, and that Recipient is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

7. EQUAL OPPORTUNITY EMPLOYER:

The Provider shall comply with Federal, State and local laws as to the requirements of an Equal Opportunity Employer.

8. DEFENSE & INDEMNITY AGREEMENT:

The Recipient agrees to defend, indemnify and save harmless the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Recipient, its subcontractors, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

9. SUSPENSION, TERMINATION, AND CLOSE OUT:

If the Recipient fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are legally available, including but not limited to, the immediate suspension or termination of this Agreement.

10. CHANGES, AMENDMENTS, MODIFICATIONS:

Either party may request changes, amendments and/or modifications to the Agreement. Any and all agreed changes, amendments and/or modifications shall be in writing and signed by each of the parties.

11. SEVERABILITY:

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

12. WAIVER:

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.

13. NO THIRD PARTY BENEFICIARIES:

Except as specifically provided herein, this Agreement is for the benefit of the parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third party beneficiary or other rights whatsoever hereunder.

14. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior written consent of the other party.

15. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirement of any governmental agency having or asserting jurisdiction over the services provided hereunder.

16. VENUE:

In the event that any dispute arises over this Agreement, the venue of any legal action shall be that of Skagit County, Washington.

17. ATTORNEY FEES AND COSTS:



In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled to, in addition to other relief, their costs, plus reasonable attorney fees as determined by the Court.

18. ENTIRE AGREEMENT:

This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

19. NOTICES:

Any notices to be sent to the City shall be sent to the City at the following address:

City of Burlington  
ATTN: City Administrator  
833 South Spruce Street  
Burlington, WA 98233  
(360) 755-0531

With copies to the City Attorney.

Any notices to be sent to Recipient shall be sent to the following address:

Cate Anderson, Executive Director  
Children's Museum of Skagit County  
550 Cascade Mall Drive  
Burlington, WA 98233

20. HEADINGS:

The headings of the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

21. COUNTERPARTS:

This Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

22. AUTHORITY.

Each individual executing this Agreement on behalf of the City and the Recipient represents and warrants that such individual(s) are duly authorized to execute and deliver this Agreement on behalf of the City or the Recipient.

IN WITNESS WHEREOF, the City and the Recipient have executed this Agreement, consisting of ten (10) pages plus Attachments "A" and "B", as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF BURLINGTON**

By \_\_\_\_\_  
STEVE SEXTON, Mayor

**CHILDREN'S MUSEUM OF  
SKAGIT COUNTY**

By \_\_\_\_\_  
Cate Anderson, Executive Director  
Tax ID 91-2081180

**Attest:**

By \_\_\_\_\_  
Renee Sinclair, Director of Budget and Accounting  
/ City Clerk

**Approved as to Form:**

By: \_\_\_\_\_  
LEIF JOHNSON, City Attorney

**Approved as to Content:**

By: \_\_\_\_\_  
BRYAN W. HARRISON  
City Administrator

- ATTACHMENT:**   **A.**     2018 Lodging Tax Grant Application  
                             **B.**     Expenditure Report Worksheet

**ATTACHMENT B**

## DRAFT Event or Tourism Facility Lodging Tax Expenditure Report Worksheet

Festivals, special events and tourism-related activities

Official Report Form is due: January 31, 2019

1. Organization: Children's Museum of Skagit County
2. This report covers:  
Event/Activity Name: Marketing and/or operations for the Children's Museum of Skagit County, Skagit County Museum Passport to potential tourists residing more than 50 miles from Burlington.  
Dates: \_\_\_\_\_
3. Total Lodging Tax funds allocated to promotion of this event/activity \$ 5,000
4. Estimated total event attendance or user count for the event/activity (Describe methodology used to determine this figure.):  
\_\_\_\_\_ Local attendees  
\_\_\_\_\_ Tourists (from more than 50 miles away)tal
5. Estimated total attendance for event or activity:
  1. Traveled without staying: \_\_\_\_\_ (number of people who traveled more than 50 miles and stayed for the day only)
  2. Overnight (paid): \_\_\_\_\_ (number of people who stayed overnight in paid accommodations)
  3. Overnight (unpaid): \_\_\_\_\_ (number of people who stayed overnight in unpaid accommodations)

*(Describe methodology used to determine these figures.)*
6. Estimated total room nights generated \_\_\_\_\_  
*(Describe methodology used to determine this figure.)*
7. Number of conferences/weddings/conventions/etc.  
\_\_\_\_\_ Locally booked  
\_\_\_\_\_ Booked by "tourists" (more than 50 miles away)  
\_\_\_\_\_ TOTAL
8. Any other information that demonstrates the impacts of the festival, event or tourism-related activity (please describe):

## **AGREEMENT**

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF BURLINGTON**, (hereafter referred to as the "City") and the **LINCOLN THEATRE CENTER FOUNDATION** (hereinafter referred to as "Recipient").

### **WITNESSETH:**

WHEREAS, the City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Chapter 67.28 RCW; and

WHEREAS, the Recipient provides and performs promotional functions, activities and events that enhance tourism activities as set forth in the attached City of Burlington 2018 Lodging Tax Grant Application; and

WHEREAS, the City desires to provide proceeds from the hotel occupancy tax during the 2018 fiscal year to the Recipient to perform qualified services for the City; and

WHEREAS, the Services included in this Agreement are consistent with promoting the interests of the City; and

WHEREAS, the City and the Recipient are desirous of entering into an Agreement to formalize their relationship.

**NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City and Recipient do mutually agree as follows:**

#### **1. TERM:**

The term of this Agreement shall be from January 1, 2018 through December 31, 2018.

## 2. SERVICES TO BE PROVIDED BY THE PARTIES:

This grant is for costs associated with marketing of Lincoln Theatre events to potential visitors / tourists traveling for business or pleasure either (a) away from their place of residence or business and staying overnight in paid accommodations; (b) to a place fifty miles or more one way from their place of residence or business for the day or staying overnight; and/or (c) from another country or state outside of their place of residence or their business. Marketing will include brochures, radio and print advertising, electronic communication, website and social media.

The Lincoln Theatre website, and any brochures or print media paid for with these funds, must include a listing of and link to Burlington lodging establishments. A condition of approval for payment will require providing copies of advertising, expenditures and web links that clearly demonstrates compliance with the terms included in this section.

The Lincoln Theatre Center Foundation 2018 City of Burlington Lodging Tax funding application is attached to this contract as Attachment "A" and serves as a reference to depict the type of tourism promotion activities anticipated to be implemented under this Agreement.

## 3. FUNDS:

- a. The City grants to the Recipient the sum of \$8,000 from 2018 fiscal year Lodging Tax proceeds for the purposes of funding the services to be provided in paragraph 2 above.
- b. The funds granted herein are to be used as specifically set forth in paragraph 2 above, as well as in conformance with the requirements set forth in this paragraph 3 and as otherwise stated in this Agreement. If the Recipient has any question about the use of the funds and whether such use complies with this Agreement and/or state law, the Recipient should contact the City Administrator for clarification of use prior to incurring the expense to be submitted to the City for payment. The last chance to submit documentation for payment of funds for the 2018 fiscal year will be noon the first Friday of January, 2019.

- c. The funds granted herein by the City are from the funds generated by hotel-motel (lodging) taxes. These funds may be used solely for paying for tourism promotion. Tourism promotion is defined as: Activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies and facilities; and marketing and/or operation of special events and festivals designed to attract tourists.
- d. The funds granted herein will not be used in any way contrary to the specified uses set forth in paragraph 2 above of this Agreement, including, but not limited to, the following:
  - i. To purchase, construct, or improve capital facilities or equipment without prior written approval from the City;
  - ii. To fund activities that target the generation of business for any single specific private business entity;
  - iii. For promotional hosting, including but not limited to the payment of lodging for individuals within a fifty mile radius of the City of Burlington;
  - iv. For cash bonuses or gifts; and/or
  - v. For any purpose that would violate the following as the same exist now or may be hereafter amended:
    - (a) RCW 67.28.1815;
    - (b) Article 8, Section 7 of the Washington State Constitution;
    - (c) For any specific expense that would otherwise be prohibited from payment by the City.
- e. The payment of grant funds shall be paid upon the presentation of a bill and necessary documentation as described in paragraphs 2 and 3. Such bill, along with supporting documentation, should be submitted to the City by the first Wednesday of the month for payment during that month.

- f. The Recipient recognizes the City cannot make payment to the Recipient from the funds granted until the actual services have been performed, or costs incurred, as defined herein. In no event shall the City pay for services in advance of such performance.
- g. All payments shall be based upon copies of original pay stubs, invoices and/or other applicable supporting documentation, complete with an explanation of the expenditure. Said documentation shall contain itemization for each service or costs being submitted by the Recipient for payment. The City reserves the right to request additional documentation, satisfactory to the City Director of Budget and Accounting, before payment is made pursuant to this Agreement. Payment and/or reimbursement will only be made for such expenses that comply with this Agreement and/or state law.
- h. The Recipient shall have a fiduciary duty to the City with respect to the revenue provided by this Agreement.

#### 4. REPORTS AND INFORMATION:

- a. The Recipient shall provide to the City documentation of expenditures, as outlined in paragraphs 2 and 3 above and maintain complete and accurate financial records for each expenditure of funds.
- b. State law requires that local jurisdictions that receive Lodging Tax revenues under RCW 67.28.1816 must submit an annual economic impact report. To assist with this reporting requirement the City of Burlington will require that recipients of City of Burlington Lodging Tax Funds provide the following information related to the funded event:
  - Estimated number of tourists, persons traveling over 50 miles to the destination and staying for the day only;
  - Estimated number of persons remaining at the destination overnight in paid accommodations;
  - Estimated number of persons remaining at the destination in unpaid accommodations;
  - Estimated increase in retail sales (within Burlington City limits) attributable to the event;
  - Any other measurements that demonstrate the positive impact of increased tourism attributable to the festival or event.



The City shall submit an annual report / Expenditure Report Worksheet to the recipient on or before January 10, 2019 (draft Report form attached as Attachment "B" to this Agreement for informational purposes). This report must be completed and returned to the City Administrator on or before January 31, 2019.

5. AUDITS AND INSPECTIONS:

The City or its delegates shall have the right to review and monitor the financial records and other components of the work and services provided and undertaken as a part of the Agreement. The Recipient shall make such records available for inspection by the City upon request by the City Director of Budget and Accounting.

6. INDEPENDENT RELATIONSHIP:

The City and Recipient intend that an independent contractual relationship be created by this Agreement. The Recipient, or any of its employees, agents or contractors, is not considered to be an employee of the City for any purpose, and neither the Recipient nor any employee, agent or contractor of the Recipient shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. Recipient specifically represents and stipulates that the Recipient is engaged in the business of providing the services set forth in this Agreement, whether or not for profit, and that Recipient is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

7. EQUAL OPPORTUNITY EMPLOYER:

The Provider shall comply with Federal, State and local laws as to the requirements of an Equal Opportunity Employer.

8. DEFENSE & INDEMNITY AGREEMENT:

The Recipient agrees to defend, indemnify and save harmless the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Recipient, its subcontractors, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

9. SUSPENSION, TERMINATION, AND CLOSE OUT:

If the Recipient fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are legally available, including but not limited to, the immediate suspension or termination of this Agreement.

10. CHANGES, AMENDMENTS, MODIFICATIONS:

Either party may request changes, amendments and/or modifications to the Agreement. Any and all agreed changes, amendments and/or modifications shall be in writing and signed by each of the parties.

11. SEVERABILITY:

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

12. WAIVER:

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.

13. NO THIRD PARTY BENEFICIARIES:

Except as specifically provided herein, this Agreement is for the benefit of the parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third party beneficiary or other rights whatsoever hereunder.

14. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior written consent of the other party.

15. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirement of any governmental agency having or asserting jurisdiction over the services provided hereunder.

16. VENUE:

In the event that any dispute arises over this Agreement, the venue of any legal action shall be that of Skagit County, Washington.

17. ATTORNEY FEES AND COSTS:

In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled to, in addition to other relief, their costs, plus reasonable attorney fees as determined by the Court.

18. ENTIRE AGREEMENT:

This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

19. NOTICES:

Any notices to be sent to the City shall be sent to the City at the following address:

City of Burlington  
ATTN: City Administrator  
833 South Spruce Street  
Burlington, WA 98233  
(360) 755-0531

With copies to the City Attorney.

Any notices to be sent to Recipient shall be sent to the following address:

Roger Gietzen, Executive Director  
Lincoln Theatre Center Foundation  
PO Box 2312  
Mount Vernon, WA 98273

20. HEADINGS:

The headings of the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

21. COUNTERPARTS:

This Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

22. AUTHORITY.

Each individual executing this Agreement on behalf of the City and the Recipient represents and warrants that such individual(s) are duly authorized to execute and deliver this Agreement on behalf of the City or the Recipient.

IN WITNESS WHEREOF, the City and the Recipient have executed this Agreement, consisting of ten (10) pages plus Attachments "A" and "B", as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF BURLINGTON**

By \_\_\_\_\_  
STEVE SEXTON, Mayor

**LINCOLN THEATRE CENTER  
FOUNDATION**

By \_\_\_\_\_  
Roger Gietzen, Executive Director  
Tax ID 94-3052481

**Attest:**

By \_\_\_\_\_  
Renee Sinclair, Director of Budget and Accounting  
/ City Clerk

**Approved as to Form:**

By: \_\_\_\_\_  
LEIF JOHNSON, City Attorney

**Approved as to Content:**

By: \_\_\_\_\_  
BRYAN W. HARRISON  
City Administrator

**ATTACHMENT:** A. 2018 Lodging Tax Grant Application  
B. Expenditure Report Worksheet

**ATTACHMENT B**

## DRAFT Event or Tourism Facility Lodging Tax Expenditure Report Worksheet

Festivals, special events and tourism-related activities

Official Report Form is due: January 31, 2019

1. Organization: Lincoln Theatre Center Foundation
2. This report covers:  
Event/Activity Name: Expanding marketing for Lincoln Theatre live performances to potential tourists residing more than 50 miles from Burlington.  
Dates: \_\_\_\_\_
3. Total Lodging Tax funds allocated to promotion of this event/activity \$ 8,000
4. Estimated total event attendance or user count for the event/activity (Describe methodology used to determine this figure.):  

_____	Local attendees
_____	Tourists (from more than 50 miles away)
_____	Total
5. Estimated total attendance for event or activity:
  1. Traveled without staying: \_\_\_\_\_ (number of people who traveled more than 50 miles and stayed for the day only)
  2. Overnight (paid): \_\_\_\_\_ (number of people who stayed overnight in paid accommodations)
  3. Overnight (unpaid): \_\_\_\_\_ (number of people who stayed overnight in unpaid accommodations)

*(Describe methodology used to determine these figures.)*
6. Estimated total room nights generated \_\_\_\_\_  
*(Describe methodology used to determine this figure.)*
7. Number of conferences/weddings/conventions/etc.  

_____	Locally booked
_____	Booked by "tourists" (more than 50 miles away)
_____	TOTAL
8. Any other information that demonstrates the impacts of the festival, event or tourism-related activity (please describe):

## **AGREEMENT**

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF BURLINGTON**, (hereafter referred to as the "City") and the **MCINTYRE HALL PERFORMING ARTS CENTER / SKAGIT VALLEY COLLEGE** (hereinafter referred to as "Recipient").

### **WITNESSETH:**

WHEREAS, the City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Chapter 67.28 RCW; and

WHEREAS, the Recipient provides and performs promotional functions, activities and events that enhance tourism activities as set forth in the attached City of Burlington 2018 Lodging Tax Grant Application; and

WHEREAS, the City desires to provide proceeds from the hotel occupancy tax during the 2018 fiscal year to the Recipient to perform qualified services for the City; and

WHEREAS, the Services included in this Agreement are consistent with promoting the interests of the City; and

WHEREAS, the City and the Recipient are desirous of entering into an Agreement to formalize their relationship.

**NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City and Recipient do mutually agree as follows:**

### **1. TERM:**

The term of this Agreement shall be from January 1, 2018 through December 31, 2018.



## 2. SERVICES TO BE PROVIDED BY THE PARTIES:

This grant is for costs associated with marketing of the McIntyre Hall concerts, events and venue to potential visitors / tourists traveling for business or pleasure either (a) away from their place of residence or business and staying overnight in paid accommodations; (b) to a place fifty miles or more one way from their place of residence or business for the day or staying overnight; and/or (c) from another country or state outside of their place of residence or their business. Marketing will include regional and statewide promotion of the events and of McIntyre Hall as a rental venue for weddings, reunions, receptions, conferences, meetings, etc. Marketing will include brochures, radio and print advertising, electronic communication, website and social media.

The McIntyre Hall website, and any brochures or print media paid for with these funds, must include a listing of and link to Burlington lodging establishments. A condition of approval for payment will require providing copies of advertising, expenditures and web links that clearly demonstrates compliance with the terms included in this section.

The McIntyre Hall's 2018 City of Burlington Lodging Tax funding application is attached to this contract as Attachment "A" and serves as a reference to depict the type of tourism promotion activities anticipated to be implemented under this Agreement.

## 3. FUNDS:

- a. The City grants to the Recipient the sum of \$15,000 from 2018 fiscal year Lodging tax proceeds for the purposes of funding the services to be provided in paragraph 2 above.
- b. The funds granted herein are to be used as specifically set forth in paragraph 2 above, as well as in conformance with the requirements set forth in this paragraph 3 and as otherwise stated in this Agreement. If the Recipient has any question about the use of the funds and whether such use complies with this Agreement and/or state law, the Recipient should contact the City Administrator for clarification of use prior to incurring the expense to be submitted to the City for payment. The last chance to submit documentation for

payment of funds for the 2018 fiscal year will be noon the first Friday of January, 2019.

- c. The funds granted herein by the City are from the funds generated by hotel-motel (lodging) taxes. These funds may be used solely for paying for tourism promotion. Tourism promotion is defined as: Activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies and facilities; and marketing and/or operation of special events and festivals designed to attract tourists.
- d. The funds granted herein will not be used in any way contrary to the specified uses set forth in paragraph 2 above of this Agreement, including, but not limited to, the following:
  - i. To purchase, construct, or improve capital facilities or equipment without prior written approval from the City;
  - ii. To fund activities that target the generation of business for any single specific private business entity;
  - iii. For promotional hosting, including but not limited to the payment of lodging for individuals within a fifty mile radius of the City of Burlington;
  - iv. For cash bonuses or gifts; and/or
  - v. For any purpose that would violate the following as the same exist now or may be hereafter amended:
    - (a) RCW 67.28.1815;
    - (b) Article 8, Section 7 of the Washington State Constitution;
    - (c) For any specific expense that would otherwise be prohibited from payment by the City.
- e. The payment of grant funds shall be paid upon the presentation of a bill and necessary documentation as described in paragraphs 2 and 3. Such bill, along with supporting documentation, should be submitted

to the City by the first Wednesday of the month for payment during that month.

- f. The Recipient recognizes the City cannot make payment to the Recipient from the funds granted until the actual services have been performed, or costs incurred, as defined herein. In no event shall the City pay for services in advance of such performance.
- g. All payments shall be based upon copies of original pay stubs, invoices and/or other applicable supporting documentation, complete with an explanation of the expenditure. Said documentation shall contain itemization for each service or costs being submitted by the Recipient for payment. The City reserves the right to request additional documentation, satisfactory to the City Director of Budget and Accounting, before payment is made pursuant to this Agreement. Payment and/or reimbursement will only be made for such expenses that comply with this Agreement and/or state law.
- h. The Recipient shall have a fiduciary duty to the City with respect to the revenue provided by this Agreement.

#### 4. REPORTS AND INFORMATION:

- a. The Recipient shall provide to the City documentation of expenditures, as outlined in paragraphs 2 and 3 above and maintain complete and accurate financial records for each expenditure of funds.
- b. State law requires that local jurisdictions that receive Lodging Tax revenues under RCW 67.28.1816 must submit an annual economic impact report. To assist with this reporting requirement the City of Burlington will require that recipients of City of Burlington Lodging Tax Funds provide the following information related to the funded event:
  - Estimated number of tourists, persons traveling over 50 miles to the destination and staying for the day only;
  - Estimated number of persons remaining at the destination overnight in paid accommodations;
  - Estimated number of persons remaining at the destination in unpaid accommodations;
  - Estimated increase in retail sales (within Burlington City limits) attributable to the event;

- Any other measurements that demonstrate the positive impact of increased tourism attributable to the festival or event.

The City shall submit an annual report / Expenditure Report Worksheet to the recipient on or before January 10, 2019 (draft Report form attached as Attachment "B" to this Agreement for informational purposes). This report must be completed and returned to the City Administrator on or before January 31, 2019.

5. AUDITS AND INSPECTIONS:

The City or its delegates shall have the right to review and monitor the financial records and other components of the work and services provided and undertaken as a part of the Agreement. The Recipient shall make such records available for inspection by the City upon request by the City Director of Budget and Accounting.

6. INDEPENDENT RELATIONSHIP:

The City and Recipient intend that an independent contractual relationship be created by this Agreement. The Recipient, or any of its employees, agents or contractors, is not considered to be an employee of the City for any purpose, and neither the Recipient nor any employee, agent or contractor of the Recipient shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. Recipient specifically represents and stipulates that the Recipient is engaged in the business of providing the services set forth in this Agreement, whether or not for profit, and that Recipient is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

7. EQUAL OPPORTUNITY EMPLOYER:

The Provider shall comply with Federal, State and local laws as to the requirements of an Equal Opportunity Employer.

8. DEFENSE & INDEMNITY AGREEMENT:

The Recipient agrees to defend, indemnify and save harmless the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Recipient, its subcontractors, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

9. SUSPENSION, TERMINATION, AND CLOSE OUT:

If the Recipient fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are legally available, including but not limited to, the immediate suspension or termination of this Agreement.

10. CHANGES, AMENDMENTS, MODIFICATIONS:

Either party may request changes, amendments and/or modifications to the Agreement. Any and all agreed changes, amendments and/or modifications shall be in writing and signed by each of the parties.

11. SEVERABILITY:

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

12. WAIVER:

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.

13. NO THIRD PARTY BENEFICIARIES:

Except as specifically provided herein, this Agreement is for the benefit of the parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third party beneficiary or other rights whatsoever hereunder.

14. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior written consent of the other party.

15. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirement of any governmental agency having or asserting jurisdiction over the services provided hereunder.

16. VENUE:

In the event that any dispute arises over this Agreement, the venue of any legal action shall be that of Skagit County, Washington.

17. ATTORNEY FEES AND COSTS:

In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled to, in addition to other relief, their costs, plus reasonable attorney fees as determined by the Court.

18. ENTIRE AGREEMENT:

This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

19. NOTICES:

Any notices to be sent to the City shall be sent to the City at the following address:

City of Burlington  
ATTN: City Administrator  
833 South Spruce Street  
Burlington, WA 98233  
(360) 755-0531

With copies to the City Attorney.

Any notices to be sent to Recipient shall be sent to the following address:

Nida Tautvydas, Executive Director  
McIntyre Hall Performing Arts Center  
2501 East College Way  
Mount Vernon, WA 98273

20. HEADINGS:

The headings of the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

21. COUNTERPARTS:

This Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

22. AUTHORITY.

Each individual executing this Agreement on behalf of the City and the Recipient represents and warrants that such individual(s) are duly authorized to execute and deliver this Agreement on behalf of the City or the Recipient.

IN WITNESS WHEREOF, the City and the Recipient have executed this Agreement, consisting of ten (10) pages plus Attachments "A" and "B", as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF BURLINGTON**

**MCINTYRE HALL PERFORMING  
ARTS CENTER**

By \_\_\_\_\_  
STEVE SEXTON, Mayor

By \_\_\_\_\_  
Nida Tautvydas, Executive Director  
Tax ID 91-0822539

**Attest:**

By \_\_\_\_\_  
Renee Sinclair, Director of Budget and Accounting  
/ City Clerk



**Approved as to Form:**

By: \_\_\_\_\_  
LEIF JOHNSON, City Attorney

**Approved as to Content:**

By: \_\_\_\_\_  
BRYAN W. HARRISON  
City Administrator

**ATTACHMENT:**   A.   2018 Lodging Tax Grant Application  
                          B.   Expenditure Report Worksheet

**ATTACHMENT B**

**DRAFT Event or Tourism Facility Lodging Tax Expenditure Report  
Worksheet**

Festivals, special events and tourism-related activities

Official Report Form is due: January 31, 2019

1. Organization: McIntyre Hall and Performing Arts Center

2. This report covers:

Event/Activity Name: Marketing of the McIntyre Hall concerts, events and venue to potential tourists residing more than 50 miles from Burlington.

Dates: \_\_\_\_\_

3. Total Lodging Tax funds allocated to promotion of this event/activity \$ 15,000

4. Estimated total event attendance or user count for the event/activity (Describe methodology used to determine this figure.):

\_\_\_\_\_ Local attendees  
\_\_\_\_\_ Tourists (from more than 50 miles away)  
\_\_\_\_\_ Total

5. Estimated total attendance for event or activity:

1. Traveled without staying: \_\_\_\_\_ (number of people who traveled more than 50 miles and stayed for the day only)
2. Overnight (paid): \_\_\_\_\_ (number of people who stayed overnight in paid accommodations)
3. Overnight (unpaid): \_\_\_\_\_ (number of people who stayed overnight in unpaid accommodations)

*(Describe methodology used to determine these figures.)*

6. Estimated total room nights generated \_\_\_\_\_  
*(Describe methodology used to determine this figure.)*

7. Number of conferences/weddings/conventions/etc.

\_\_\_\_\_ Locally booked  
\_\_\_\_\_ Booked by "tourists" (more than 50 miles away)  
\_\_\_\_\_ TOTAL

8. Any other information that demonstrates the impacts of the festival, event or tourism-related activity (please describe):

# **AGREEMENT**

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF BURLINGTON**, (hereafter referred to as the "City") and the **SKAGIT RIVER BALD EAGLE AWARENESS TEAM** (hereinafter referred to as "Recipient").

## **WITNESSETH:**

WHEREAS, the City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Chapter 67.28 RCW; and

WHEREAS, the Recipient provides and performs promotional functions, activities and events that enhance tourism activities as set forth in the attached City of Burlington 2018 Lodging Tax Grant Application; and

WHEREAS, the City desires to provide proceeds from the hotel occupancy tax during the 2018 fiscal year to the Recipient to perform qualified services for the City; and

WHEREAS, the Services included in this Agreement are consistent with promoting the interests of the City; and

WHEREAS, the City and the Recipient are desirous of entering into an Agreement to formalize their relationship.

**NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City and Recipient do mutually agree as follows:**

### **1. TERM:**

The term of this Agreement shall be from January 1, 2018 through December 31, 2018.

## 2. SERVICES TO BE PROVIDED BY THE PARTIES:

This grant is for costs associated with marketing of the Skagit River Bald Eagle Festival and Interpretive Center to potential visitors / tourists traveling for business or pleasure either (a) away from their place of residence or business and staying overnight in paid accommodations; (b) to a place fifty miles or more one way from their place of residence or business for the day or staying overnight; and/or (c) from another country or state outside of their place of residence or their business. Marketing will include brochures, radio and print advertising, electronic communication, website and social media.

The Skagit River Bald Eagle Festival / Skagit River Bald Eagle Interpretive Center website, and any brochures or print media paid for with these funds, must include a listing of and link to Burlington lodging establishments. A condition of approval for payment will require providing copies of advertising, expenditures and web links that clearly demonstrates compliance with the terms included in this section.

The Skagit River Bald Eagle Awareness Team 2018 City of Burlington Lodging Tax funding application is attached to this contract as Attachment "A" and serves as a reference to depict the type of tourism promotion activities anticipated to be implemented under this Agreement.

## 3. FUNDS:

- a. The City grants to the Recipient the sum of \$5,000 from 2018 fiscal year Lodging Tax proceeds for the purposes of funding the services to be provided in paragraph 2 above.
- b. The funds granted herein are to be used as specifically set forth in paragraph 2 above, as well as in conformance with the requirements set forth in this paragraph 3 and as otherwise stated in this Agreement. If the Recipient has any question about the use of the funds and whether such use complies with this Agreement and/or state law, the Recipient should contact the City Administrator for clarification of use prior to incurring the expense to be submitted to the City for payment. The last chance to submit documentation for payment of funds for the 2018 fiscal year will be noon the first Friday of January, 2019.

- c. The funds granted herein by the City are from the funds generated by hotel-motel (lodging) taxes. These funds may be used solely for paying for tourism promotion. Tourism promotion is defined as: Activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies and facilities; and marketing and/or operation of special events and festivals designed to attract tourists.
- d. The funds granted herein will not be used in any way contrary to the specified uses set forth in paragraph 2 above of this Agreement, including, but not limited to, the following:
  - i. To purchase, construct, or improve capital facilities or equipment without prior written approval from the City;
  - ii. To fund activities that target the generation of business for any single specific private business entity;
  - iii. For promotional hosting, including but not limited to the payment of lodging for individuals within a fifty mile radius of the City of Burlington;
  - iv. For cash bonuses or gifts; and/or
  - v. For any purpose that would violate the following as the same exist now or may be hereafter amended:
    - (a) RCW 67.28.1815;
    - (b) Article 8, Section 7 of the Washington State Constitution;
    - (c) For any specific expense that would otherwise be prohibited from payment by the City.
- e. The payment of grant funds shall be paid upon the presentation of a bill and necessary documentation as described in paragraphs 2 and 3. Such bill, along with supporting documentation, should be submitted to the City by the first Wednesday of the month for payment during that month.

- f. The Recipient recognizes the City cannot make payment to the Recipient from the funds granted until the actual services have been performed, or costs incurred, as defined herein. In no event shall the City pay for services in advance of such performance.
- g. All payments shall be based upon copies of original pay stubs, invoices and/or other applicable supporting documentation, complete with an explanation of the expenditure. Said documentation shall contain itemization for each service or costs being submitted by the Recipient for payment. The City reserves the right to request additional documentation, satisfactory to the City Director of Budget and Accounting, before payment is made pursuant to this Agreement. Payment and/or reimbursement will only be made for such expenses that comply with this Agreement and/or state law.
- h. The Recipient shall have a fiduciary duty to the City with respect to the revenue provided by this Agreement.

#### 4. REPORTS AND INFORMATION:

- a. The Recipient shall provide to the City documentation of expenditures, as outlined in paragraphs 2 and 3 above and maintain complete and accurate financial records for each expenditure of funds.
- b. State law requires that local jurisdictions that receive Lodging Tax revenues under RCW 67.28.1816 must submit an annual economic impact report. To assist with this reporting requirement the City of Burlington will require that recipients of City of Burlington Lodging Tax Funds provide the following information related to the funded event:
  - Estimated number of tourists, persons traveling over 50 miles to the destination and staying for the day only;
  - Estimated number of persons remaining at the destination overnight in paid accommodations;
  - Estimated number of persons remaining at the destination in unpaid accommodations;
  - Estimated increase in retail sales (within Burlington City limits) attributable to the event;
  - Any other measurements that demonstrate the positive impact of increased tourism attributable to the festival or event.

The City shall submit an annual report / Expenditure Report Worksheet to the recipient on or before January 10, 2018 (draft Report form attached as Attachment "B" to this Agreement for informational purposes). This report must be completed and returned to the City Administrator on or before January 31, 2019.

5. AUDITS AND INSPECTIONS:

The City or its delegates shall have the right to review and monitor the financial records and other components of the work and services provided and undertaken as a part of the Agreement. The Recipient shall make such records available for inspection by the City upon request by the City Director of Budget and Accounting.

6. INDEPENDENT RELATIONSHIP:

The City and Recipient intend that an independent contractual relationship be created by this Agreement. The Recipient, or any of its employees, agents or contractors, is not considered to be an employee of the City for any purpose, and neither the Recipient nor any employee, agent or contractor of the Recipient shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. Recipient specifically represents and stipulates that the Recipient is engaged in the business of providing the services set forth in this Agreement, whether or not for profit, and that Recipient is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

7. EQUAL OPPORTUNITY EMPLOYER:

The Provider shall comply with Federal, State and local laws as to the requirements of an Equal Opportunity Employer.

8. DEFENSE & INDEMNITY AGREEMENT:

The Recipient agrees to defend, indemnify and save harmless the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Recipient, its subcontractors, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

9. SUSPENSION, TERMINATION, AND CLOSE OUT:

If the Recipient fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are legally available, including but not limited to, the immediate suspension or termination of this Agreement.

10. CHANGES, AMENDMENTS, MODIFICATIONS:

Either party may request changes, amendments and/or modifications to the Agreement. Any and all agreed changes, amendments and/or modifications shall be in writing and signed by each of the parties.

11. SEVERABILITY:

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

12. WAIVER:



Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.

13. NO THIRD PARTY BENEFICIARIES:

Except as specifically provided herein, this Agreement is for the benefit of the parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third party beneficiary or other rights whatsoever hereunder.

14. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior written consent of the other party.

15. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirement of any governmental agency having or asserting jurisdiction over the services provided hereunder.

16. VENUE:

In the event that any dispute arises over this Agreement, the venue of any legal action shall be that of Skagit County, Washington.

17. ATTORNEY FEES AND COSTS:

In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled to, in addition to other relief, their costs, plus reasonable attorney fees as determined by the Court.

18. ENTIRE AGREEMENT:

This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

19. NOTICES:

Any notices to be sent to the City shall be sent to the City at the following address:

City of Burlington  
ATTN: City Administrator  
833 South Spruce Street  
Burlington, WA 98233  
(360) 755-0531

With copies to the City Attorney.

Any notices to be sent to Recipient shall be sent to the following address:

Judy Hemenway, Treasurer  
Skagit River Bald Eagle Awareness Team  
PO Box 571  
Concrete, WA 98237

20. HEADINGS:

The headings of the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

21. COUNTERPARTS:

This Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

22. AUTHORITY.

Each individual executing this Agreement on behalf of the City and the Recipient represents and warrants that such individual(s) are duly authorized to execute and deliver this Agreement on behalf of the City or the Recipient.

IN WITNESS WHEREOF, the City and the Recipient have executed this Agreement, consisting of ten (10) pages plus Attachments "A" and "B", as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF BURLINGTON**

**SKAGIT RIVER BALD EAGLE  
AWARENESS TEAM**

By \_\_\_\_\_  
STEVE SEXTON, Mayor

By \_\_\_\_\_  
Judy Hemenway, Treasurer  
Tax ID 94-3147213

**Attest:**

By \_\_\_\_\_  
Renee Sinclair, Director of Budget and Accounting  
/ City Clerk

**Approved as to Form:**

By: \_\_\_\_\_  
LEIF JOHNSON, City Attorney

**Approved as to Content:**

By: \_\_\_\_\_  
BRYAN W. HARRISON  
City Administrator

**ATTACHMENT:**   **A.**     2018 Lodging Tax Grant Application  
                             **B.**     Expenditure Report Worksheet

**ATTACHMENT B**

# DRAFT Event or Tourism Facility Lodging Tax Expenditure Report Worksheet

Festivals, special events and tourism-related activities

Official Report Form is due: January 31, 2019

1. Organization: Skagit River Bald Eagle Awareness Team

2. This report covers:

Event/Activity Name: Marketing for the Skagit River Bald Eagle Festival and Interpretive Center to potential tourists residing more than 50 miles from Burlington.

Dates: \_\_\_\_\_

3. Total Lodging Tax funds allocated to promotion of this event/activity \$ 5,000

4. Estimated total event attendance or user count for the event/activity (Describe methodology used to determine this figure.):

\_\_\_\_\_ Local attendees  
\_\_\_\_\_ Tourists (from more than 50 miles away)  
\_\_\_\_\_ Total

5. Estimated total attendance for event or activity:

1. Traveled without staying: \_\_\_\_\_ (number of people who traveled more than 50 miles and stayed for the day only)
2. Overnight (paid): \_\_\_\_\_ (number of people who stayed overnight in paid accommodations)
3. Overnight (unpaid): \_\_\_\_\_ (number of people who stayed overnight in unpaid accommodations)

*(Describe methodology used to determine these figures.)*

6. Estimated total room nights generated \_\_\_\_\_  
*(Describe methodology used to determine this figure.)*

7. Number of conferences/weddings/conventions/etc.

\_\_\_\_\_ Locally booked  
\_\_\_\_\_ Booked by "tourists" (more than 50 miles away)  
\_\_\_\_\_ TOTAL

8. Any other information that demonstrates the impacts of the festival, event or tourism-related activity (please describe):

## **AGREEMENT**

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF BURLINGTON**, (hereafter referred to as the "City") and the **SKAGIT RIVER SALMON FESTIVAL** (hereinafter referred to as "Recipient").

### **WITNESSETH:**

WHEREAS, the City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Chapter 67.28 RCW; and

WHEREAS, the Recipient provides and performs promotional functions, activities and events that enhance tourism activities as set forth in the attached City of Burlington 2018 Lodging Tax Grant Application; and

WHEREAS, the City desires to provide proceeds from the hotel occupancy tax during the 2018 fiscal year to the Recipient to perform qualified services for the City; and

WHEREAS, the Services included in this Agreement are consistent with promoting the interests of the City; and

WHEREAS, the City and the Recipient are desirous of entering into an Agreement to formalize their relationship.

**NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City and Recipient do mutually agree as follows:**

#### **1. TERM:**

The term of this Agreement shall be from January 1, 2018 through December 31, 2018.

## 2. SERVICES TO BE PROVIDED BY THE PARTIES:

This grant is for costs associated with marketing of the Skagit River Salmon Festival to potential visitors / tourists traveling for business or pleasure either (a) away from their place of residence or business and staying overnight in paid accommodations; (b) to a place fifty miles or more one way from their place of residence or business for the day or staying overnight; and/or (c) from another country or state outside of their place of residence or their business. Marketing will include brochures, radio and print advertising, electronic communication, website and social media.

The Skagit River Salmon Festival website, and any brochures or print media paid for with these funds, must include a listing of and link to Burlington lodging establishments. A condition of approval for payment will require providing copies of advertising, expenditures and web links that clearly demonstrates compliance with the terms included in this section.

The Skagit River Salmon Festival 2018 City of Burlington Lodging Tax funding application is attached to this contract as Attachment "A" and serves as a reference to depict the type of tourism promotion activities anticipated to be implemented under this Agreement.

## 3. FUNDS:

- a. The City grants to the Recipient the sum of \$5,000 from 2018 fiscal year Lodging Tax proceeds for the purposes of funding the services to be provided in paragraph 2 above.
- b. The funds granted herein are to be used as specifically set forth in paragraph 2 above, as well as in conformance with the requirements set forth in this paragraph 3 and as otherwise stated in this Agreement. If the Recipient has any question about the use of the funds and whether such use complies with this Agreement and/or state law, the Recipient should contact the City Administrator for clarification of use prior to incurring the expense to be submitted to the City for payment. The last chance to submit documentation for payment of funds for the 2018 fiscal year will be noon the first Friday of January, 2019.

- c. The funds granted herein by the City are from the funds generated by hotel-motel (lodging) taxes. These funds may be used solely for paying for tourism promotion. Tourism promotion is defined as: Activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies and facilities; and marketing and/or operation of special events and festivals designed to attract tourists.
- d. The funds granted herein will not be used in any way contrary to the specified uses set forth in paragraph 2 above of this Agreement, including, but not limited to, the following:
  - i. To purchase, construct, or improve capital facilities or equipment without prior written approval from the City;
  - ii. To fund activities that target the generation of business for any single specific private business entity;
  - iii. For promotional hosting, including but not limited to the payment of lodging for individuals within a fifty mile radius of the City of Burlington;
  - iv. For cash bonuses or gifts; and/or
  - v. For any purpose that would violate the following as the same exist now or may be hereafter amended:
    - (a) RCW 67.28.1815;
    - (b) Article 8, Section 7 of the Washington State Constitution;
    - (c) For any specific expense that would otherwise be prohibited from payment by the City.
- e. The payment of grant funds shall be paid upon the presentation of a bill and necessary documentation as described in paragraphs 2 and 3. Such bill, along with supporting documentation, should be submitted to the City by the first Wednesday of the month for payment during that month.



- f. The Recipient recognizes the City cannot make payment to the Recipient from the funds granted until the actual services have been performed, or costs incurred, as defined herein. In no event shall the City pay for services in advance of such performance.
- g. All payments shall be based upon copies of original pay stubs, invoices and/or other applicable supporting documentation, complete with an explanation of the expenditure. Said documentation shall contain itemization for each service or costs being submitted by the Recipient for payment. The City reserves the right to request additional documentation, satisfactory to the City Director of Budget and Accounting, before payment is made pursuant to this Agreement. Payment and/or reimbursement will only be made for such expenses that comply with this Agreement and/or state law.
- h. The Recipient shall have a fiduciary duty to the City with respect to the revenue provided by this Agreement.

#### 4. REPORTS AND INFORMATION:

- a. The Recipient shall provide to the City documentation of expenditures, as outlined in paragraphs 2 and 3 above and maintain complete and accurate financial records for each expenditure of funds.
- b. State law requires that local jurisdictions that receive Lodging Tax revenues under RCW 67.28.1816 must submit an annual economic impact report. To assist with this reporting requirement the City of Burlington will require that recipients of City of Burlington Lodging Tax Funds provide the following information related to the funded event:
  - Estimated number of tourists, persons traveling over 50 miles to the destination and staying for the day only;
  - Estimated number of persons remaining at the destination overnight in paid accommodations;
  - Estimated number of persons remaining at the destination in unpaid accommodations;
  - Estimated increase in retail sales (within Burlington City limits) attributable to the event;
  - Any other measurements that demonstrate the positive impact of increased tourism attributable to the festival or event.

The City shall submit an annual report / Expenditure Report Worksheet to the recipient on or before January 10, 2018 (draft Report form attached as Attachment "B" to this Agreement for informational purposes). This report must be completed and returned to the City Administrator on or before January 31, 2019.

5. AUDITS AND INSPECTIONS:

The City or its delegates shall have the right to review and monitor the financial records and other components of the work and services provided and undertaken as a part of the Agreement. The Recipient shall make such records available for inspection by the City upon request by the City Director of Budget and Accounting.

6. INDEPENDENT RELATIONSHIP:

The City and Recipient intend that an independent contractual relationship be created by this Agreement. The Recipient, or any of its employees, agents or contractors, is not considered to be an employee of the City for any purpose, and neither the Recipient nor any employee, agent or contractor of the Recipient shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. Recipient specifically represents and stipulates that the Recipient is engaged in the business of providing the services set forth in this Agreement, whether or not for profit, and that Recipient is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

7. EQUAL OPPORTUNITY EMPLOYER:

The Provider shall comply with Federal, State and local laws as to the requirements of an Equal Opportunity Employer.

8. DEFENSE & INDEMNITY AGREEMENT:

The Recipient agrees to defend, indemnify and save harmless the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Recipient, its subcontractors, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

9. SUSPENSION, TERMINATION, AND CLOSE OUT:

If the Recipient fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are legally available, including but not limited to, the immediate suspension or termination of this Agreement.

10. CHANGES, AMENDMENTS, MODIFICATIONS:

Either party may request changes, amendments and/or modifications to the Agreement. Any and all agreed changes, amendments and/or modifications shall be in writing and signed by each of the parties.

11. SEVERABILITY:

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

12. WAIVER:

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.

13. NO THIRD PARTY BENEFICIARIES:

Except as specifically provided herein, this Agreement is for the benefit of the parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third party beneficiary or other rights whatsoever hereunder.

14. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior written consent of the other party.

15. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirement of any governmental agency having or asserting jurisdiction over the services provided hereunder.

16. VENUE:

In the event that any dispute arises over this Agreement, the venue of any legal action shall be that of Skagit County, Washington.

17. ATTORNEY FEES AND COSTS:

In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled to, in addition to other relief, their costs, plus reasonable attorney fees as determined by the Court.

18. ENTIRE AGREEMENT:

This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

19. NOTICES:

Any notices to be sent to the City shall be sent to the City at the following address:

City of Burlington  
ATTN: City Administrator  
833 South Spruce Street  
Burlington, WA 98233  
(360) 755-0531

With copies to the City Attorney.

Any notices to be sent to Recipient shall be sent to the following address:

Kevin Tate, Festival Board President  
Skagit River Salmon Festival  
PO Box 1011  
Mount Vernon, WA 98273

20. HEADINGS:

The headings of the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

21. COUNTERPARTS:

This Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

22. AUTHORITY.

Each individual executing this Agreement on behalf of the City and the Recipient represents and warrants that such individual(s) are duly authorized to execute and deliver this Agreement on behalf of the City or the Recipient.

IN WITNESS WHEREOF, the City and the Recipient have executed this Agreement, consisting of ten (10) pages plus Attachments "A" and "B", as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF BURLINGTON**

By \_\_\_\_\_  
STEVE SEXTON, Mayor

**SKAGIT RIVER SALMON  
FESTIVAL**

By \_\_\_\_\_  
KEVIN TATE, Festival Board  
President  
Tax ID 45-5490813

**Attest:**

By \_\_\_\_\_  
Renee Sinclair, Director of Budget and Accounting  
/ City Clerk

**Approved as to Form:**

By: \_\_\_\_\_  
LEIF JOHNSON, City Attorney

**Approved as to Content:**

By: \_\_\_\_\_  
BRYAN W. HARRISON  
City Administrator

**ATTACHMENT:**   **A.**     2018 Lodging Tax Grant Application  
                             **B.**     Expenditure Report Worksheet

**ATTACHMENT B**

# DRAFT Event or Tourism Facility Lodging Tax Expenditure Report Worksheet

Festivals, special events and tourism-related activities

Official Report Form is due: January 31, 2019

1. Organization: Skagit River Salmon Festival

2. This report covers:

Event/Activity Name: Marketing for the Skagit River Salmon Festival 2018 to potential tourists residing more than 50 miles from Burlington.

Dates: \_\_\_\_\_

3. Total Lodging Tax funds allocated to promotion of this event/activity \$ 5,000

4. Estimated total event attendance or user count for the event/activity (Describe methodology used to determine this figure.):

_____	Local attendees
_____	Tourists (from more than 50 miles away)
_____	Total

5. Estimated total attendance for event or activity:

1. Traveled without staying: _____	(number of people who traveled more than 50 miles and stayed for the day only)
2. Overnight (paid): _____	(number of people who stayed overnight in paid accommodations)
3. Overnight (unpaid): _____	(number of people who stayed overnight in unpaid accommodations)

*(Describe methodology used to determine these figures.)*

6. Estimated total room nights generated \_\_\_\_\_  
*(Describe methodology used to determine this figure.)*

7. Number of conferences/weddings/conventions/etc.

_____	Locally booked
_____	Booked by "tourists" (more than 50 miles away)
_____	TOTAL

8. Any other information that demonstrates the impacts of the festival, event or tourism-related activity (please describe):



## **AGREEMENT**

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF BURLINGTON**, (hereafter referred to as the "City") and the **BURLINGTON EDISON LITTLE LEAGUE** (hereinafter referred to as "Recipient").

### **WITNESSETH:**

WHEREAS, the City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Chapter 67.28 RCW; and

WHEREAS, the Recipient provides and performs promotional functions, activities and events that enhance tourism activities as set forth in the attached City of Burlington 2018 Lodging Tax Grant Application; and

WHEREAS, the City desires to provide proceeds from the hotel occupancy tax during the 2018 fiscal year to the Recipient to perform qualified services for the City; and

WHEREAS, the Services included in this Agreement are consistent with promoting the interests of the City; and

WHEREAS, the City and the Recipient are desirous of entering into an Agreement to formalize their relationship.

**NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City and Recipient do mutually agree as follows:**

### **1. TERM:**

The term of this Agreement shall be from January 1, 2018 through December 31, 2018.

## 2. SERVICES TO BE PROVIDED BY THE PARTIES:

This grant is for costs associated with the Upgrade of Skagit River Park Baseball Fields 1 & 4, including upgrades to backstops, installation of an electric scoreboard (s), and/or construction of a concession/announcer's booth. to attract potential visitors / tourists traveling for business or pleasure either (a) away from their place of residence or business and staying overnight in paid accommodations; (b) to a place fifty miles or more one way from their place of residence or business for the day or staying overnight; and/or (c) from another country or state outside of their place of residence or their business. Marketing will include brochures, radio and print advertising, electronic communication, website and social media.

Any Burlington Edison Little League website, and/or any brochures or print media paid associated with this project, must include a listing of and link to Burlington lodging establishments. A condition of approval for payment will require providing copies of advertising, expenditures and web links that clearly demonstrates compliance with the terms included in this section.

The Burlington Edison Little League City of Burlington Lodging Tax funding application is attached to this contract as Attachment "A" and serves as a reference to depict the type of tourism promotion activities anticipated to be implemented under this Agreement.

## 3. FUNDS:

- a. The City grants to the Recipient the sum of \$27,300 from 2018 fiscal year Lodging Tax proceeds for the purposes of funding the services to be provided in paragraph 2 above.
- b. The funds granted herein are to be used as specifically set forth in paragraph 2 above, as well as in conformance with the requirements set forth in this paragraph 3 and as otherwise stated in this Agreement. If the Recipient has any question about the use of the funds and whether such use complies with this Agreement and/or state law, the Recipient should contact the City Administrator for clarification of use prior to incurring the expense to be submitted to the City for payment. The last chance to submit documentation for payment of funds for the 2018 fiscal year will be noon the first Friday of January, 2019.

- c. The funds granted herein by the City are from the funds generated by hotel-motel (lodging) taxes. These funds may be used solely for paying for construction of facilities designed to attract tourists (tourism promotion). Tourism promotion is defined as: Activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies and facilities; and marketing and/or operation of special events and festivals designed to attract tourists.
- d. The funds granted herein will not be used in any way contrary to the specified uses set forth in paragraph 2 above of this Agreement, including, but not limited to, the following:
  - i. To purchase, construct, or improve capital facilities or equipment without prior written approval from the City;
  - ii. To fund activities that target the generation of business for any single specific private business entity;
  - iii. For promotional hosting, including but not limited to the payment of lodging for individuals within a fifty mile radius of the City of Burlington;
  - iv. For cash bonuses or gifts; and/or
  - v. For any purpose that would violate the following as the same exist now or may be hereafter amended:
    - (a) RCW 67.28.1815;
    - (b) Article 8, Section 7 of the Washington State Constitution;
    - (c) For any specific expense that would otherwise be prohibited from payment by the City.
- e. The payment of grant funds shall be paid upon the presentation of a bill and necessary documentation as described in paragraphs 2 and 3. Such bill, along with supporting documentation, should be submitted to the City by the first Wednesday of the month for payment during that month.

- f. The Recipient recognizes the City cannot make payment to the Recipient from the funds granted until the actual services have been performed, or costs incurred, as defined herein. In no event shall the City pay for services in advance of such performance.
- g. All payments shall be based upon copies of original pay stubs, invoices and/or other applicable supporting documentation, complete with an explanation of the expenditure. Said documentation shall contain itemization for each service or costs being submitted by the Recipient for payment. The City reserves the right to request additional documentation, satisfactory to the City Director of Budget and Accounting, before payment is made pursuant to this Agreement. Payment and/or reimbursement will only be made for such expenses that comply with this Agreement and/or state law.
- h. The Recipient shall have a fiduciary duty to the City with respect to the revenue provided by this Agreement.

#### 4. REPORTS AND INFORMATION:

- a. The Recipient shall provide to the City documentation of expenditures, as outlined in paragraphs 2 and 3 above and maintain complete and accurate financial records for each expenditure of funds.
- b. State law requires that local jurisdictions that receive Lodging Tax revenues under RCW 67.28.1816 must submit an annual economic impact report. To assist with this reporting requirement the City of Burlington will require that recipients of City of Burlington Lodging Tax Funds provide the following information related to the funded event:
  - Estimated number of tourists, persons traveling over 50 miles to the destination and staying for the day only;
  - Estimated number of persons remaining at the destination overnight in paid accommodations;
  - Estimated number of persons remaining at the destination in unpaid accommodations;
  - Estimated increase in retail sales (within Burlington City limits) attributable to the event;
  - Any other measurements that demonstrate the positive impact of increased tourism attributable to the festival or event.

The City shall submit an annual report / Expenditure Report Worksheet to the recipient on or before January 10, 2018 (draft Report form attached as Attachment "B" to this Agreement for informational purposes). This report must be completed and returned to the City Administrator on or before January 31, 2019.

5. AUDITS AND INSPECTIONS:

The City or its delegates shall have the right to review and monitor the financial records and other components of the work and services provided and undertaken as a part of the Agreement. The Recipient shall make such records available for inspection by the City upon request by the City Director of Budget and Accounting.

6. INDEPENDENT RELATIONSHIP:

The City and Recipient intend that an independent contractual relationship be created by this Agreement. The Recipient, or any of its employees, agents or contractors, is not considered to be an employee of the City for any purpose, and neither the Recipient nor any employee, agent or contractor of the Recipient shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. Recipient specifically represents and stipulates that the Recipient is engaged in the business of providing the services set forth in this Agreement, whether or not for profit, and that Recipient is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

7. EQUAL OPPORTUNITY EMPLOYER:

The Provider shall comply with Federal, State and local laws as to the requirements of an Equal Opportunity Employer.

8. DEFENSE & INDEMNITY AGREEMENT:

The Recipient agrees to defend, indemnify and save harmless the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Recipient, its subcontractors, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

9. SUSPENSION, TERMINATION, AND CLOSE OUT:

If the Recipient fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are legally available, including but not limited to, the immediate suspension or termination of this Agreement.

10. CHANGES, AMENDMENTS, MODIFICATIONS:

Either party may request changes, amendments and/or modifications to the Agreement. Any and all agreed changes, amendments and/or modifications shall be in writing and signed by each of the parties.

11. SEVERABILITY:

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

12. WAIVER:

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.

13. NO THIRD PARTY BENEFICIARIES:

Except as specifically provided herein, this Agreement is for the benefit of the parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third party beneficiary or other rights whatsoever hereunder.

14. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior written consent of the other party.

15. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirement of any governmental agency having or asserting jurisdiction over the services provided hereunder.

16. VENUE:

In the event that any dispute arises over this Agreement, the venue of any legal action shall be that of Skagit County, Washington.

17. ATTORNEY FEES AND COSTS:

In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled to, in addition to other relief, their costs, plus reasonable attorney fees as determined by the Court.

18. ENTIRE AGREEMENT:

This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

19. NOTICES:

Any notices to be sent to the City shall be sent to the City at the following address:

City of Burlington  
ATTN: City Administrator  
833 South Spruce Street  
Burlington, WA 98233  
(360) 755-0531

With copies to the City Attorney.

Any notices to be sent to Recipient shall be sent to the following address:

James Walker, Vice President  
Burlington Edison Little League  
15500 Josh Wilson Rd.  
Burlington, WA 98233

20. HEADINGS:

The headings of the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

21. COUNTERPARTS:



This Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

22. AUTHORITY.

Each individual executing this Agreement on behalf of the City and the Recipient represents and warrants that such individual(s) are duly authorized to execute and deliver this Agreement on behalf of the City or the Recipient.

IN WITNESS WHEREOF, the City and the Recipient have executed this Agreement, consisting of ten (10) pages plus Attachments "A" and "B", as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF BURLINGTON**

**BURLINGTON EDISON LITTLE  
LEAGUE**

By \_\_\_\_\_  
STEVE SEXTON, Mayor

By \_\_\_\_\_  
JAMES WALKER, Vice President  
Tax ID 91-1267919

**Attest:**

By \_\_\_\_\_  
Renee Sinclair, Director of Budget and Accounting  
/ City Clerk

**Approved as to Form:**

By: \_\_\_\_\_  
LEIF JOHNSON, City Attorney

**Approved as to Content:**

By: \_\_\_\_\_  
BRYAN W. HARRISON  
City Administrator

**ATTACHMENT:**   **A.**     2018 Lodging Tax Grant Application  
                             **B.**     Expenditure Report Worksheet

**ATTACHMENT B**

# DRAFT Event or Tourism Facility Lodging Tax Expenditure Report Worksheet

Festivals, special events and tourism-related activities

Official Report Form is due: January 31, 2019

1. Organization: Burlington Edison Little League
2. This report covers:  
Event/Activity Name: Upgrade of Skagit River Park Baseball Fields 1 & 4 to attract potential tourists residing more than 50 miles from Burlington.  
Dates: \_\_\_\_\_
3. Total Lodging Tax funds allocated to promotion of this event/activity \$ 27,300
4. Estimated total event attendance or user count for the event/activity (Describe methodology used to determine this figure.):  
\_\_\_\_\_ Local attendees  
\_\_\_\_\_ Tourists (from more than 50 miles away)  
\_\_\_\_\_ Total
5. Estimated total attendance for event or activity:  
1. Traveled without staying: \_\_\_\_\_ (number of people who traveled more than 50 miles and stayed for the day only)  
2. Overnight (paid): \_\_\_\_\_ (number of people who stayed overnight in paid accommodations)  
3. Overnight (unpaid): \_\_\_\_\_ (number of people who stayed overnight in unpaid accommodations)  
*(Describe methodology used to determine these figures.)*
6. Estimated total room nights generated \_\_\_\_\_  
*(Describe methodology used to determine this figure.)*
7. Number of conferences/weddings/conventions/etc.  
\_\_\_\_\_ Locally booked  
\_\_\_\_\_ Booked by "tourists" (more than 50 miles away)  
\_\_\_\_\_ TOTAL
8. Any other information that demonstrates the impacts of the festival, event or tourism-related activity (please describe):



ITEM #: 1

CHECK ONE:

NEW BUS. X

OLD BUS.       

## AGENDA ITEM

Council Date: December 14, 2017 Subject: Public Hearing: Proposed 2018 Budget

Renee Sinclair, Director of Budget &

Accounting

Attachments: Proposed Budget Ordinance, Public Hearing Required: YES (X) NO ( )

Skagit County Office of the Assessor: 2016 Property

Tax Assessments and Levies Payable in 2017

### SUMMARY

This is the second reading and Public Hearing to consider the 2018 Budget.

### RECOMMENDATION

1. Motion to approve the proposed 2018 budget ordinance and adopt the 2018 budget and authorize the Mayor's signature on the budget ordinance; – or –
2. Take no action on the proposed 2018 budget ordinance and request a continuation of the public hearing to the next regular City Council meeting on Thursday, December 28, 2017.

**ORDINANCE NO. XXXX**

**AN ORDINANCE ADOPTING THE 2018 BUDGET OF THE CITY OF  
BURLINGTON, WASHINGTON AND SETTING FORTH IN SUMMARY  
FORM THE ESTIMATED REVENUES AND APPROPRIATED  
EXPENDITURE TOTALS**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BURLINGTON DO ORDAIN AS  
FOLLOWS:**

**SECTION I.** The final budget for the calendar year 2018, entitled "CITY OF BURLINGTON 2018 BUDGET", approved by the Mayor and attested by the Finance Director, is hereby adopted by reference and shall constitute all of the appropriations of the City for the year 2018.

**SECTION II.** A summary of estimated revenues and appropriated expenditures for each separate fund and aggregate totals for all funds are as follows:

<u>Fund Description</u>	<u>Resources</u>		
	<u>Beginning Fund Balances</u>	<u>Resources &amp; Revenues</u>	<u>Total Resources</u>
General Fund	\$ 4,150,000	\$ 13,450,665	\$ 17,600,665
City Street	\$ 600,000	\$ 1,003,790	\$ 1,603,790
Arterial Street	\$ 1,500,000	\$ 2,127,750	\$ 3,627,750
Park Endowment	\$ 32,250	\$ 200	\$ 32,450
Cemetery	\$ 75,000	\$ 54,750	\$ 129,750
Substance Abuse Control	\$ 8,745	\$ 70	\$ 8,815
Lodging Tax	\$ 600,000	\$ 295,500	\$ 895,500
GO Bonds	\$ 230,000	\$ 27,140	\$ 257,140
Current Expense Capital Reserve	\$ 750,000	\$ 430,000	\$ 1,180,000
Capital Improvement	\$ 1,350,000	\$ 231,000	\$ 1,581,000
Parks & Rec Capital Reserves	\$ 1,550,500	\$ 230,000	\$ 1,780,500
Sewer	\$ 2,000,000	\$ 3,317,000	\$ 5,317,000
Sewer Capital Reserve	\$ 2,000,000	\$ 1,585,000	\$ 3,585,000
Storm Drainage	\$ 690,000	\$ 1,040,950	\$ 1,730,950
Storm Capital Reserve	\$ 1,200,000	\$ 102,500	\$ 1,302,500
Equipment Rental & Replacement	\$ 1,731,745	\$ 44,165	\$ 1,775,910
Cemetery Endowment	\$ 346,000	\$ 4,900	\$ 350,900
Total All Funds	\$ 18,814,240	\$ 23,945,380	\$ 42,759,620

<u>Fund Description</u>	<u>Uses &amp; Expenditures</u>		<u>Unappropriated Ending Fund Balances</u>
	<u>Uses &amp; Expenditures</u>	<u>Total Uses</u>	
General Fund	\$ 14,824,600	\$ 14,824,600	\$ 2,776,065
City Street	\$ 865,715	\$ 865,715	\$ 738,075
Arterial Street	\$ 2,730,150	\$ 2,730,150	\$ 897,600
Park Endowment	\$ 3,050	\$ 3,050	\$ 29,400
Cemetery	\$ 87,255	\$ 87,255	\$ 42,495
Substance Abuse Control	\$ 2,850	\$ 2,850	\$ 5,965
Lodging Tax	\$ 396,895	\$ 396,895	\$ 498,605
GO Bonds	\$ 23,840	\$ 23,840	\$ 233,300
Current Expense Capital Reserve	\$ 603,000	\$ 603,000	\$ 577,000

Capital Improvement	\$	-	\$	-	\$	1,581,000
Parks & Rec Capital Reserves	\$	565,000	\$	565,000	\$	1,215,500
Sewer	\$	3,330,330	\$	3,330,330	\$	1,986,670
Sewer Capital Reserve	\$	1,965,000	\$	1,965,000	\$	1,620,000
Storm Drainage	\$	806,200	\$	806,200	\$	924,750
Storm Capital Reserve	\$	452,500	\$	452,500	\$	850,000
Equipment Rental & Replacement	\$	440,000	\$	440,000	\$	1,335,910
Cemetery Endowment	\$	-	\$	-	\$	350,900
					\$	-
Total All Funds	\$	27,096,385	\$	27,096,385	\$	15,663,235

**SECTION III.** The Director of Budget & Accounting is hereby directed to transmit the State Auditor's Office a copy of the final budget as adopted.

**SECTION IV.** This ordinance shall take effect five (5) days following its publication as required by law.

**INTRODUCED AND PASSED** and approved at a regular meeting of the City Council this 14th day of December, 2017.

**THE CITY OF BURLINGTON**

\_\_\_\_\_  
Steve Sexton, Mayor

ATTEST:

\_\_\_\_\_  
Renee Sinclair, Director of Budget & Accounting

APPROVED AS TO FORM:

\_\_\_\_\_  
Leif Johnson, City Attorney

Filed with City Clerk:

Passed by the City Council:

Signed by the Mayor:

Published:

David M. Thomas  
Assessor

Annette M. DeVoe  
Chief Deputy Assessor



# SKAGIT COUNTY

## Office of the Assessor

Administration Building, Room 204  
700 South 2<sup>nd</sup> Street  
Mount Vernon, WA 98273  
Phone (360) 416-1780  
Fax (360) 416-1790  
E-Mail assessor@co.skagit.wa.us

### 2016 PROPERTY TAX ASSESSMENTS AND LEVIES PAYABLE IN 2017

2016 TOTAL TAXABLE VALUE			
ASSESSED BY COUNTY ASSESSOR			
Value of All Real Property		\$15,232,382,080	
Value of All Personal Property		\$661,567,800	
	<b>TOTAL</b>	<b>\$15,893,949,880</b>	
ASSESSED BY WASHINGTON STATE DEPARTMENT OF REVENUE			
Value of Public Utilities		\$539,170,701	
	<b>TOTAL VALUE OF ALL TAXABLE PROPERTY</b>	<b>\$16,433,120,581</b>	

### 2017 CONSOLIDATED LEVY RATES

ALL RATES EXPRESSED IN DOLLARS PER THOUSAND DOLLARS OF ASSESSED VALUE

AGGREGATE TAX RATES IN INCORPORATED CITIES IN SKAGIT COUNTY					
	Levy Code	Tax Rate		Levy Code	Tax Rate
Anacortes	0900	9.5220327391	Mount Vernon	0930	14.7491798334
Anacortes	0901	9.5793169064	Mount Vernon	0931	11.6872675634
Burlington	0905	11.4282434957	Mount Vernon	0932	12.4025902761
Concrete	0910	11.1508251276	Mount Vernon	0933	14.0338571207
Hamilton	0915	9.9533738085	Mount Vernon	0934	14.6343222544
LaConner	0920	11.8106451664	Sedro Woolley	0935	11.2610979531
Lyman	0925	11.2334328730			

AGGREGATE TAX RATES IN UNINCORPORATED AREAS IN SKAGIT COUNTY							
Levy Code	Tax Rate	Levy Code	Tax Rate	Levy Code	Tax Rate	Levy Code	Tax Rate
1100	11.0723	1340	12.0309	1715	13.9692	2760	13.9531
1105	11.1864	1450	8.8087	1720	13.0680	2765	14.8482
1110	11.2683	1455	9.4480	1790	13.0522	2770	14.5564
1112	11.2360	1460	9.6337	1795	13.1663	2775	14.8816
1115	11.3824	1470	9.9028	1800	13.9473	2780	15.0682
1117	11.3501	1485	10.0752	1805	14.0614	2805	14.0614
1120	11.9674	1490	10.5994	1810	13.2317	3195	11.7672
1125	11.2518	1495	8.8266	1815	13.3457	3220	12.4013
1130	12.1311	1500	9.9928	2170	12.0815	3350	12.2809
1135	11.9167	1505	9.4659	2305	12.7986	3352	12.3440
1137	11.8843	1550	11.4265	2307	12.6906	3355	12.3322
1140	12.0308	1555	11.5406	2310	12.9962	3360	11.9615
1142	11.9984	1560	11.6121	2315	13.1828	3365	12.5258
1145	11.4155	1565	12.3216	2320	12.9962	3400	9.8352
1150	11.5295	1570	12.3931	2610	13.3862	3402	9.8058
1151	11.3658	1575	12.5072	2655	11.5053	3405	10.5157
1155	12.1001	1580	12.3923	2660	11.5768	3410	11.0800
1175	12.2452	1585	12.5064	2665	12.1801	3415	10.4990
1195	12.1239	1590	12.4638	2670	12.2516	3417	10.4696
1210	12.1324	1595	12.5778	2675	12.5053	3825	14.1663
1300	11.9962	1650	11.3726	2725	13.8816	3850	11.4932
1325	11.2809	1700	12.8885	2730	14.6840	3855	12.3698
1327	11.3440	1705	13.7836	2740	13.8977	3860	12.1570
1330	12.0548	1710	13.8551	2755	14.7767	3865	11.6364
1335	12.3322						

CITY LEVIES			
	VALUATION	LEVY RATE	TOTAL TAXES
CITY OF ANACORTES			
GENERAL	\$3,042,165,745	1.6167248	\$4,918,345.07
LIBRARY BOND	\$3,000,817,498	.1571629	\$471,617.47
<b>TOTAL</b>		<b>1.77388</b>	<b>\$5,389,962.5</b>
CITY OF BURLINGTON			
<b>GENERAL</b>	<b>\$1,348,893,296</b>	<b>1.90641</b>	<b>\$2,571,545.4</b>
CITY OF CONCRETE			
<b>GENERAL</b>	<b>\$151,707,505</b>	<b>3.14390</b>	<b>\$476,953.55</b>
CITY OF HAMILTON			
<b>GENERAL</b>	<b>\$63,307,735</b>	<b>.961920</b>	<b>\$60,897.02</b>
CITY OF LACONNER			
<b>GENERAL</b>	<b>\$152,113,873</b>	<b>2.02680</b>	<b>\$308,305.11</b>
CITY OF LYMAN			
<b>GENERAL</b>	<b>\$32,138,283</b>	<b>1.19072</b>	<b>\$38,267.76</b>
CITY OF MOUNT VERNON			
GENERAL	\$2,825,137,879	2.580956	\$7,291,559.00
BOND	\$2,638,049,683	.1148575	\$303,000.00
<b>TOTAL</b>		<b>2.69581</b>	<b>\$7,594,559</b>
CITY OF SEDRO WOOLLEY			
GENERAL	\$810,256,655	2.2696448	\$1,838,994.83
BOND			
<b>TOTAL</b>		<b>2.26964</b>	<b>\$1,838,994.8</b>

### SKAGIT COUNTY

GENERAL FUND	VALUATION	LEVY RATE	TOTAL TAXES
CURRENT EXPENSE	\$16,433,120,581	1.477971	\$24,287,683.30
VETERANS RELIEF		.0149337	\$245,408.84
MENTAL HEALTH / DEVELOPMENTAL DISABILITY		.0210946	\$346,651.31
<b>TOTAL</b>	<b>\$16,433,120,581</b>	<b>1.51399</b>	<b>\$24,879,743.45</b>
MEDIC 1 SERVICES			
	\$16,417,015,559	.356764	\$5,857,015.16
CONSERVATION FUTURES			
	\$16,433,120,581	.053569	\$880,311.39
COUNTY ROAD			
	\$8,007,399,610	1.82828	\$14,639,790.80

### WASHINGTON STATE PROPERTY TAX LEVY

Applied to Real & Personal Property	VALUATION	LEVY RATE	TOTAL TAXES
CURRENT LEVY	\$16,382,861,781	2.038225	\$33,391,967.00
<b>TOTAL STATE PROPERTY TAX LEVY</b>	<b>\$16,382,861,781</b>	<b>2.03822</b>	<b>\$33,391,967</b>

SCHOOL DISTRICT LEVIES			
	VALUATION	LEVY RATE	TOTAL TAXES
<b>BURLINGTON – EDISON SD 100</b>			
Maintenance & Operation	\$3,206,293,999	3.2756855745	\$10,502,811.00
Bond Service	\$3,208,465,123	.1901426310	\$610,066.00
Technology Levy	\$3,208,465,123	1.7151721428	\$5,503,070.00
<b>TOTAL</b>		<b>5.1810003483</b>	<b>\$16,615,947.00</b>
<b>SEDRO WOOLLEY SCHOOL DISTRICT 101</b>			
Maintenance & Operation	\$2,734,033,427	3.7358297412	\$10,213,883.39
Bond Service	\$2,764,840,353	.5892754705	\$1,629,252.60
Technology Levy	\$2,764,840,353	.3255160823	\$900,000.00
<b>TOTAL</b>		<b>4.650621294</b>	<b>\$12,743,135.99</b>
<b>ANACORTES SCHOOL DISTRICT 103</b>			
Maintenance & Operation	\$5,361,622,110	1.5351301910	\$8,231,095.00
Bond Service	\$5,361,932,427	1.0855907043	\$5,820,864.00
Technology Levy	\$5,361,932,427	.2966342865	\$1,590,533.00
<b>TOTAL</b>		<b>2.9173551818</b>	<b>\$15,642,492.00</b>
<b>CONCRETE SCHOOL DISTRICT 11</b>			
Maintenance & Operation	\$595,124,190	3.1805946755	\$1,892,848.83
<b>TOTAL</b>		<b>3.1805946755</b>	<b>\$1,892,848.83</b>
<b>LA CONNER SCHOOL DISTRICT 311</b>			
Maintenance & Operation	\$499,571,221	2.0196588546	\$1,008,963.44
Bond Service	\$499,707,240	3.0274237371	\$1,512,825.56
<b>TOTAL</b>		<b>5.0470825917</b>	<b>\$2,521,789.00</b>
<b>CONWAY SCHOOL DISTRICT 317</b>			
Maintenance & Operation	\$458,409,936	3.1923698748	\$1,463,414.07
Bond Service	\$460,670,877	1.2957720138	\$596,924.43
Technology Levy	\$460,670,877	.1327926141	\$61,173.69
<b>TOTAL</b>		<b>4.6209345027</b>	<b>\$2,121,512.19</b>
<b>MOUNT VERNON SCHOOL DISTRICT 320</b>			
Maintenance & Operation	\$3,510,790,056	4.1744887550	\$14,655,753.61
Bond Service	\$3,510,779,004	2.2329850073	\$7,839,516.88
Technology Levy	\$3,510,779,004	.5897370890	\$2,070,436.59
<b>TOTAL</b>		<b>6.9972108513</b>	<b>\$24,565,707.08</b>
<b>DARRINGTON SCHOOL DISTRICT 330</b>			
Maintenance & Operation	\$30,696,758	3.8315202537	\$117,615.25
Bond fund	\$41,234,603	1.0233264523	\$42,196.46
<b>TOTAL</b>		<b>4.854846706</b>	<b>\$159,811.71</b>
<b>SPECIAL ASSESSMENTS</b>			
		<b>TOTAL TAXES</b>	
DIKE DISTRICT 1		\$475,000	
DIKE DISTRICT 3		\$650,000	
DIKE DISTRICT 4		\$12,000	
DIKE DISTRICT 5		\$45,000	
DIKE DISTRICT 9		\$11,000	
DIKE DISTRICT 12		\$2,984,500	
DIKE DISTRICT 17		\$830500	
DIKE DISTRICT 19		\$7,500	
DIKE DISTRICT 20		\$2,000	
DIKE DISTRICT 22		\$270,000	
DIKE DISTRICT 25		\$15,000	
DRAINAGE DISTRICT 14		\$120,000	
DRAINAGE DISTRICT 15		\$200,000	
DRAINAGE DISTRICT 16		\$44,000	
DRAINAGE DISTRICT 17		\$200,000	
DRAINAGE DISTRICT 18		\$30,000	
DRAINAGE DISTRICT 19		\$140,000	
DRAINAGE DISTRICT 20		\$15,000	
DRAINAGE DISTRICT 21		\$8,000	
DRAINAGE DISTRICT 22		\$65,000	
DRAINAGE DISTRICT 25		\$25,000	
COUNTY DRAINAGE UTILITY		\$1,757,770	
CLEAN WATER ASSESSMENT		\$1,470,961	
STATE FOREST FIRE PROTECTION		\$210,883	
EDISON FIELD DESIGN		\$2,840	
EDISON SUBAREA CLEAN WATER DIST		\$86,197	
LAKE MANAGEMENT DIST 1		\$57,502	
LAKE MANAGEMENT DIST 2		\$14,670	
LAKE MANAGEMENT DIST 3		\$28,860	
LAKE MANAGEMENT DIST 4		\$19,695	

FIRE DISTRICT LEVIES			
	VALUATION	LEVY RATE	TOTAL TAXES
<b>FIRE DISTRICT 1</b>			
EXPENSE	\$59,830,803	8023960501	\$48,008.00
<b>FIRE DISTRICT 2</b>			
EXPENSE	\$555,316,372	8950856216	\$497,055.70
<b>FIRE DISTRICT 3</b>			
EXPENSE	\$541,961,304	6747813309	\$365,705.37
<b>FIRE DISTRICT 4</b>			
EXPENSE	\$304,619,649	1.0000000	\$304,619.65
<b>FIRE DISTRICT 5</b>			
EXPENSE	\$515,804,480	6483434382	\$334,418.45
<b>FIRE DISTRICT 6</b>			
EXPENSE	\$683,580,700	7738786949	\$529,008.54
<b>FIRE DISTRICT 7</b>			
EXPENSE	\$200,174,911	.6943177809	\$138,985.00
<b>FIRE DISTRICT 8</b>			
EXPENSE	\$804,407,095	1.0512577714	\$845,639.21
<b>FIRE DISTRICT 9</b>			
EXPENSE	\$412,957,069	7225060966	\$298,364.00
BOND	\$409,003,127	4640869164	\$189,813.00
<b>TOTAL</b>		<b>1.186593013</b>	<b>\$488,177.00</b>
<b>FIRE DISTRICT 10</b>			
EXPENSE	\$252,322,124	6805673529	\$171,722.20
<b>FIRE DISTRICT 11</b>			
EXPENSE	\$830,309,602	4414888243	\$366,572.41
<b>FIRE DISTRICT 12</b>			
EXPENSE	\$266,162,469	1794693301	\$47,768.00
<b>FIRE DISTRICT 13</b>			
EXPENSE	\$492,397,627	9657607265	\$475,538.29
<b>FIRE DISTRICT 14</b>			
EXPENSE	\$379,362,207	7500000000	\$284,521.66
<b>FIRE DISTRICT 15</b>			
EXPENSE	\$72,704,521	1.00000000	\$72,704.52
<b>FIRE DISTRICT 16</b>			
EXPENSE	\$55,454,542	1.00000000	\$55,454.54
BOND	\$57,171,053	.2448791699	\$14,000.00
<b>TOTAL</b>		<b>1.2448791699</b>	<b>\$69,454.54</b>
<b>FIRE DISTRICT 17</b>			
EXPENSE	\$303,119,389	5268944376	\$159,711.92
<b>FIRE DISTRICT 19</b>			
EXPENSE	\$88,973,380	6638150647	\$59,061.87
<b>FIRE DISTRICT 24</b>			
EXPENSE	\$15,419,644	7333346996	\$11,307.76
FIRE 24 EMS LEVY	\$16,105,022	.500000	\$8,052.51
<b>TOTAL</b>		<b>1.2333346996</b>	<b>\$19,360.27</b>
<b>LIBRARY</b>			
	VALUATION	LEVY RATE	TOTAL TAXES
DARRINGTON RURAL LIBRARY	\$20,563,593	.4692759675	\$9,650.00
LIBRARY DIST 1 LACONNER	\$506,828,182	.4881363326	\$247,401.25
CENTRAL SKAGIT LIBRARY	\$1,789,057,261	.4612277639	\$825,162.88
UPPER SKAGIT LIBRARY	\$510,376,488	.4560977934	\$232,781.59
<b>PARKS &amp; RECREATION</b>			
	VALUATION	LEVY RATE	TOTAL TAXES
FIDALGO PARKS & REC. DIST	\$4,992,476,537	.1283608216	\$640,838.39
<b>HOSPITAL</b>			
	VALUATION	LEVY RATE	TOTAL TAXES
<b>HOSPITAL 1 SKAGIT BOND</b>	<b>\$4,314,900,294</b>	<b>.879010114</b>	<b>\$3,792,841.00</b>
HOSPITAL 2 GENERAL	\$5,415,237,243	.1937013085	\$1,048,938.54
HOSP DIST 2 BOND 2012 UTGO	\$5,360,911,842	.4456517978	\$2,389,100.00
<b>HOSPITAL DIST. 2 TOTAL</b>		<b>.639353106</b>	<b>\$3,438,038.54</b>
<b>HOSPITAL 304 GENERAL</b>	<b>\$5,995,061,690</b>	<b>.163687401</b>	<b>\$981,316.07</b>
<b>CEMETERY</b>			
	VALUATION	LEVY RATE	TOTAL TAXES
CEMETERY 1	\$537,838,569	.0714771350	\$38,443.16
CEMETERY 2	\$2,126,440,791	.0572841673	\$121,811.39
CEMETERY 3	\$324,464,389	.0179094847	\$5,810.99
CEMETERY 4	\$587,443,299	.0323435471	\$19,000.00
CEMETERY 5	\$510,226,824	.0293986896	\$15,000.00
CEMETERY 6	\$203,747,399	.0630478723	\$12,845.81
<b>PORT DIST.</b>			
	VALUATION	LEVY RATE	TOTAL TAXES
PORT 1 ANACORTES	\$6,158,094,142	.1005160388	\$618,987.23
PORT 2 SKAGIT	\$10,275,026,439	.2145847179	\$2,204,863.65



Move to approve the attached two year inter-local agreement with Skagit County to provide senior services to the Burlington Senior Center and authorize the Mayor to sign.

INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN  
SKAGIT COUNTY  
AND  
THE CITY OF BURLINGTON

THIS AGREEMENT is made and entered into by and between the City of Burlington ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The County operates a **Senior Services Program**, within the **department of Public Health**, and employs a staff of qualified and professional personnel to develop, direct and coordinate a comprehensive system for the delivery of services to seniors. For the purpose of this Agreement, a senior will be defined as any person 55 years of age or older. As a result of other contractual Agreements, some services may be limited to those over 60 years of age.

The City desires to enter into an Agreement whereby the County will furnish to the City certain administrative and professional services and the City will pay for the services so performed. This Agreement is general in nature and reflects the broad responsibilities the County has for the provision of services to seniors.

2. **RESPONSIBILITIES:** It is agreed between the parties during the effective term of this Agreement, the County will furnish administrative and professional services to the City; said services to consist primarily of the following **Program Services for Seniors:**

A. Nutritional Services

1. **Congregate meals:** Hot, nutritionally balanced noon-time meals are served at the Senior Center.
2. **Home-delivered meals:** Individuals over the age of 60 who are homebound and unable to prepare meals for themselves or attend a Senior Center may have meals delivered to their homes. Volunteers deliver hot and frozen meals to homebound seniors on weekdays. Meal delivery can be a temporary or an on-going service especially helpful to individuals with disabilities or individuals recovering from illnesses. Staff members from the Skagit Nutrition Program make initial home visits to assess the extent of the need for home-delivered meal service, along with providing nutrition intervention when applicable. Meal delivery can be a temporary or on-going service, based on individual client needs. Annual reassessments are conducted to re-evaluate eligibility
3. **Liquid Meal Supplement:** The Skagit Nutrition Program has Ensure Plus available at the Skagit County Senior Centers, which is available to older

adults. Ensure Plus is a high-calorie liquid food for use when extra calories and nutrients, but a normal concentration of protein, are needed. A prescription or written statement of need from a physician, registered nurse, or registered dietitian is required. Prescriptions can be kept on file with the nutrition program and must be renewed every 6 months.

#### B. Senior Center Program Services

1. The County provides comprehensive Senior Service programs at community focal points where older adults can conveniently access services and activities which support their independence, enhance their dignity and encourage their involvement in and with their community. As part of a comprehensive community strategy to meet the needs of older persons, coordinated Senior Services programs will take place within and emanate from this facility. The Coordinator shall utilize local Senior Advisory Boards to assess needs and interests of local senior citizens in the formulation of programs.

#### C. Senior Center Operating Hours: 8:00 a.m. - 4:00 p.m. (Monday - Friday)

3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2018 through December 31, 2019.
4. MANNER OF FINANCING: The City shall pay for the services provided in this Agreement the sum of **twenty four thousand, nine hundred and fifty-eight dollars (\$24,958.00)**. This amount reflects an offset of utility costs for the central kitchen and public Wi-Fi. One-fourth of the amount shall be due at the end of each quarter, that being March 31, June 30, September 30, December 31, of each year and payable after submission of a voucher and processing in the manner provided by the City for processing voucher and issuing warrants thereon. The total amount may be paid at any time, if desired by the City.
5. INSURANCE: The County shall provide proof of insurance for general comprehensive liability in the amount of two million dollars (\$2,000,000.00) to cover the County's activities during the term of this Agreement. Proof of insurance shall be in a form acceptable and approved by the City. No Agreement shall form until and unless a copy of the Certificate of Insurance, in the form and amount required, is attached hereto.
6. ADMINISTRATION AND RELATIONSHIP: Senior programs will function according to policies and procedures of Skagit County and in accordance with the Federal guidelines for Older Americans Act and Senior Citizen Service Act grants. These policies, guidelines and budgets will be monitored and evaluated by County Administrative staff. The County will provide supervisory and general staff to conduct and coordinate comprehensive Senior Services. With the signing of this intergovernmental Agreement, the delivery of programs to older adults shall be a function of the County, managed by the Department of Public Health. The City and County intend that an independent contractual relationship be created by this

Agreement. The County's employees, agents, contractors and/or subcontractors are not considered to be an employee of the City for any purpose, and neither the County nor any employee, agent, contractor and/or subcontractor of the County shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation.

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- A. The County's representatives shall be the Director of Public Health, Human Services Manager and the Senior Center Coordinator.
- B. The City's representative shall be the Parks and Recreation Director or the City Administrator.

## 7. OPERATION:

- A. The County will be responsible for all related operational expenses associated in providing direct senior services as outlined in this Agreement. The City will provide an appropriate site for the delivery of Senior Center Services. Sites will be obtained through facility donations, building rental or acquisition. The City will be responsible for all costs associated with facility maintenance, utilities, repairs and custodial services to appropriate levels as determined by the City. The County will ensure that the site is maintained at a reasonable level of upkeep during normal, daily operations of the Senior Center. The County will be responsible for all costs incurred relating to the Senior Center telephone service. The County will contribute up to \$50.00 per month to the City to share the cost of contracting with CSS Integration.
- B. The signing of this intergovernmental Agreement provides for the delivery of Senior Services programs by Skagit County with the City furnishing space. It is agreed that the County shall have use of the multipurpose room, reception area, conference room, crafts room, and commercial kitchen, from 8:00 a.m. until 4:00 p.m., Monday through Friday. The conference room is also available for City use; whenever the City needs daytime use of the conference room, the City will contact the Senior Center Coordinator in order to coordinate the scheduling of its facility.
- C. It shall be the responsibility of the Senior Center Coordinator to contact City staff to request additional usage of the community room and/or community kitchen or request for additional Senior Center hours, no later than the third Monday of the month preceding the proposed use. City staff shall then check the community schedule for availability. If another group has not scheduled the facility, the space will be made available to the Center and placed on the facility calendar by City staff. The City agrees that for this additional use the County will not be charged.

- D. The City shall designate the Senior Center Coordinator's office to be used exclusively by program staff and volunteers on a 24-hour basis and will not rent this space to other groups during the duration of the Agreement.
- E. City and County agree that the Burlington Community Center's commercial kitchen was designed to provide on-site meal preparation for senior meals. The City agrees to allow the County to operate a central kitchen in the Burlington Community Center on a long-term basis to meet this need.
- F. It is agreed that the County will be responsible for costs associated with the on-site meal preparation operations. Since the City will realize significant increases in utility costs associated with the central kitchen operation, the City and County agree that the County will be responsible for this increased cost. The requested payment for services in this Agreement is calculated to offset utility costs incurred by the central kitchen. The City agrees to not rent the commercial kitchen to any groups. Only community service groups who have scheduled fundraising events at the building may use the commercial kitchen. The Senior Nutrition Program Coordinator must be made aware of all community service group requests to use the commercial kitchen. Service groups approved to use the commercial kitchen must schedule and contract with the City for a Nutrition Program kitchen monitor.
- G. The City will focus and direct temporary and periodic usage of the facility by community groups towards the community room and community kitchen. The City may schedule other compatible community activities in the community room and community kitchen during the regular hours of Senior Center operations. The City will make the Senior Center Coordinator aware of all community group scheduling. The City will be responsible for setting and collecting fees and providing trained monitors for community usage. The City also agrees to retain all appropriate damage deposits and make associated repairs and cleaning. The Senior Nutrition Program shall be reimbursed for any damage or loss of kitchen equipment or utensils and food that results from community service groups use of the commercial kitchen. The City agrees to pay for all repairs and maintenance of the commercial kitchen equipment that is damaged by any community service group usage during the term of this Agreement. These procedures will allow for maximum use of the facility and promote diversity of programs, as well as be responsive to the general community needs.
- H. Janitorial and maintenance services for the Burlington Community Center, except for the commercial kitchen, are the responsibility of the City; maintenance and custodial services for the warming kitchen shall be the responsibility of the City. The County agrees to maintain a reasonable level of upkeep during normal operations of the Senior Center. The City will provide ~~customary custodial~~ services prior to the opening of the Senior Center at 8:00 a.m.
- I. Janitorial and maintenance including the repair and/or replacement of all items within the commercial kitchen situated within the Burlington Community Center shall be the responsibility of the County. The City shall have no authority to allow

any third party to use the commercial kitchen. The County shall have sole authority to allow use of the commercial kitchen by any third party.

- J. All issues and concerns about the use of the Community Center shall be brought to the Burlington Parks and Recreation Director, and if so determined by the Director, may be brought to the Burlington Parks and Recreation Board for review and/or recommendation of approved usage.

8. **TREATMENT OF ASSETS AND PROPERTY:** The County will be allowed to leave all of its Senior Services furnishings in place on a daily basis. If other groups use or remove furnishings, it is agreed that the user will return the rooms and their furnishings to the original state. The County assumes all responsibility for its own equipment that may be left out on a daily basis. No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
9. **INDEMNIFICATION:** County covenants and agrees to hold the City harmless from and to pay and defend any claims, causes of action, and suits for damage occurring as a result of the use of the leased premises for the operation of this Agreement except if such claims, causes of action and suits for damages are based on negligence of the City. It is further understood and agreed that the County and its employees are acting as independent contractors in the performance of the Agreement and are in no way employees or agents of the City of Burlington. Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County or City by reason of entering into this Agreement except as expressly provided herein.
10. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. 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.
11. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
12. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect

without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

13. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

14. AUTHORITY TO SIGN: Each individual executing this Agreement on behalf of the City and the County represents and warrants that such individual(s) are duly authorized to execute and deliver this Agreement on behalf of the City or the County.

15. COUNTERPARTS: This Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counter parts shall be construed as and shall constitute on and the same Agreement.

16. OTHER PROVISIONS:

A. REPORTS: County reports will be provided to the City on a quarterly basis. These reports will contain statistical information regarding the participation levels in senior service programs.

B. AUDITS: The City may audit the records to assure that it will receive full value in services for the consideration of services recited herein.

CITY OF BURLINGTON:

\_\_\_\_\_  
Steve Sexton  
Mayor

Date \_\_\_\_\_

City of Burlington  
833 South Spruce Street  
Burlington, WA 98233

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

\_\_\_\_\_  
Ron Wesen, Chair

\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

Attest:

\_\_\_\_\_  
Lisa Janicki, Commissioner

\_\_\_\_\_  
Clerk of the Board

For contracts under \$5,000:  
Authorization per Resolution R20030146

Recommended:

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Department Head

Approved as to form:

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager

Approved as to budget:

\_\_\_\_\_  
Budget & Finance Director





ITEM #: 3

CHECK ONE:

NEW BUS. X

OLD BUS.       

## AGENDA ITEM

Council Date: December 14, 2017 Subject: Phase four of the Comprehensive Municipal Code  
Brad Johnson, Senior Planner Update and Reorganization – Revisions to Title 17  
BMC

Attachments: (1) Staff Report Public Hearing Required: YES ( ) NO (X)  
(2) Planning Commission Recommendation on  
Phase four Revisions

### SUMMARY

The City's comprehensive municipal code update has been divided into five phases. Phase one was completed when the City Council adopted a schedule for the proposed update and accepted the Planning Commission's recommendations on updated zoning and comprehensive plan maps. Phases two and three were completed when the City Council accepted the Planning Commission's recommendations on November 21, 2017. The Planning Commission has completed their work on phase four and recommends the Council adopt the proposed changes to Title 17 BMC.

### RECOMMENDATION


The City Council should accept the Planning Commission's recommendation and adopt the proposed changes to Title 17 BMC.



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## **Planning Department Staff Report**

**To:** Burlington City Council

**From:** Brad Johnson, Senior Planner 

**Date:** November 29, 2017

**Subject:** Comprehensive Municipal Code Update – Planning Commission Recommendation on phase four - Amendments to Titles 17 BMC

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### **Summary**

The City is nearing the completion of the multi-year effort to revise and reorganize the Burlington Municipal Code. As directed by the City Council, this work was divided into five distinct phases as follows:

1. Work schedule and zoning and comprehensive plan maps.
2. Burlington Municipal Code titles 1, 8, and 14A
3. Burlington Municipal Code titles 14, 15, and 16
4. Burlington Municipal Code title 17
5. Final action by City Council and adoption of amendments

The first phase of this project was completed by City Council on September 28, 2017. The second and third phases were completed when the Council accepted the Planning Commission's recommendations on November 21, 2017. The Planning Commission has completed their work on the forth phase and has forwarded a recommendation to the City Council.

### **Policy Considerations**

The proposed revisions to title 17 are mostly organizational and non-substantive. Additional changes have also been made to ensure consistency with the updated permit processing procedures, penalty and enforcement provisions, and platting regulations discussed at the Council's last meeting. However, the Planning Commission also considered a limited number of policy changes. These changes are discussed in more detail below.

### Small Lot Development Standards

Currently the Burlington Municipal Code allows lots as small as 3,000 square feet to be created in residential zones subject to certain limits on building size, setbacks, and lot coverage (BMC 17.15.055). Notably, the code does not limit this provision to any particular residential zoning district or area (BMC 17.15.060.A.1). This provision has been retained in the updated draft of the code but has been relocated to BMC 17.15.050 and reworded for additional clarity. The provision has also been applied to the R-2 and R-3 zones since the resulting development pattern is consistent with the maximum permitted density in these zones.

Because the current code is unclear as to whether or not the small lot development standards are intended to apply to all of the City's residential zones, the Planning Commission was asked to clarify the intent of this code section. The Planning Commission specified that the small lot development standards should apply to all residential zones and affirmed the clarifications made by the Planning Department.

### Mixed Use Development Requirements

Apartments and multi-family housing types are currently permitted in the C-1 zone when located in a mixed use building with commercial uses on the ground floor (BMC 17.36.020.A). This provision has been altered in the updated code draft to allow multi-family housing in a "mixed use development" provided the development has commercial uses along street frontages. The significance of this provision is that it would allow buildings containing only residential uses to be constructed in the City's commercial zones.

At the Planning Commission's hearing several local developers testified in favor of the proposed changes. As the City transitions from a development pattern characterized by the annexation and development of vacant land, to a pattern characterized by redevelopment and infill, it will be important to allow a full range of potential uses for under-utilized land. The proposed change will allow unused parking areas, storage yards, and parcels without street frontage to be used for housing development while preserving street frontages for commercial development.

The Planning Commission directed the Planning Department to move forward with the proposed changes to the mixed use development code.

### Agricultural Heritage Program

As initially proposed, the amendments to Title 17 BMC would have eliminated Chapter 17.70 BMC. This chapter establishes the policies and procedures for administering the Agricultural Heritage Program. The Agricultural Heritage Program is a joint Skagit County and Burlington initiative that allows owners of agricultural lands in unincorporated Skagit County to sell the development rights to their property. These rights can then be purchased by developers and

used to increase the density of residential projects in Burlington's commercial and multi-family zones.

The Planning Commission does not believe it is appropriate to eliminate Chapter 17.70 BMC at this time. The Agricultural Heritage program is still referenced in other code sections (BMC 17.25.090, 17.40.090.B, and 17.45.090.B) and eliminating Chapter 17.70 could lead to confusion. In addition, the City's development regulations must, by law, be consistent with, and implement, the Comprehensive Plan (RCW 36.70A.040(3) and 36.70A.070). The City's comprehensive plan specifically identifies the Agricultural Heritage Program as a way of increasing residential densities in certain zones. Eliminating Chapter 17.70 BMC would create an inconsistency within the code, as well as an inconsistency between the comprehensive plan and the zoning code, resulting in a violation of State law. If there is interest in revisiting the merits or mechanics of the Agricultural Heritage Program, it would be more appropriate to do so during the Comprehensive Plan update.

#### **Minor Amendments**

The Planning Commission identified a number of technical concerns and grammatical errors in the proposed draft of Title 17 BMC and directed the Planning Department to address these issues prior to final adoption by the City Council.

#### **Recommended Action**

The Planning Department recommends the City Council accept the Planning Commission's recommendation. The Department further recommends that the City Council take final action on December 28, 2017 to formally adopt the updated zoning and comprehensive plan maps and all of the code changes recommended by the Planning Commission.



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## PLANNING COMMISSION RECOMMENDATION

**DATE:** November 22, 2017

**PROJECT:** Comprehensive Municipal Code Update and Reorganization – Phase IV - Title 17

**LOCATION:** N/A – Citywide Municipal Code Update

**NUMBER:** DRA/CPA 1-2017

**APPLICANT:** City of Burlington

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### SUMMARY:

The Planning Commission has reviewed the proposed amendments to Title 17 of the Burlington Municipal Code. Title 17 has been amended for clarity, organization, and consistency. The Planning Commission also considered several significant policy decisions involving small lot development standards, mixed used development in commercial zones, and the City's Agricultural Heritage Program.

### FINDINGS:

#### Title 17:

1. Title 17 contains the City's development standards, design guidelines, landscaping requirements, and zoning regulations. Because Title 17 contains the most significant regulatory provisions used to implement the comprehensive plan and shape new development, the Planning Commission finds that it is imperative that the code be written and organized in a clear, concise, and consistent manner.
2. Title 17 has been revised, updated, and amended many times, and as a result, the code contains inconsistent and conflicting requirements, structural problems, and suffers from poor organization and editing. The Planning Commission finds that the proposed changes to Title 17 BMC will address these shortcomings.

3. The proposed changes to Title 17 will introduce clear and consistent list formats, break lengthy paragraphs and requirements into separate provisions, and provide a single, consolidated list of definitions. The Planning Commission finds that these changes will make the code easier for Planning Department staff to administer. The Planning Commission also finds that the proposed changes will make it easier for the public to understand the City's code requirements.

4. THE PLANNING COMMISSION FINDS THAT THE SMALL LOT DEVELOPMENT PROVISIONS IN BMC 17.15.035 SHALL APPLY TO ALL R1 ZONES, THE R-2 ZONE AND THE R-3 ZONE.

4. The Planning Commission finds that the small lot development provisions in BMC 17.15.055 should only apply to the City's R1-6, R-2, and R-3 zones.

5. The Planning Commission finds that it is appropriate to allow residential development in the City's commercial zones if the residential development is part of a larger development plan that also involves commercial uses along street frontages.

6. The Planning Commission finds that the Agricultural Heritage Program guidelines in Chapter 17.70 BMC should be retained to avoid inconsistencies and to ensure compliance with RCW 36.70A.040 and 36.70A.070.

#### RECOMMENDATION:

Based on the findings presented above the Planning Commission respectfully makes the following recommendations to the City Council:

1. The City Council should adopt the proposed changes to Title 17 of the Burlington Municipal Code. These changes are organized under tab 7-B in the binders provided to the City Council.
2. The draft code should be amended to retain Chapter 17.70 BMC.
3. Planning Department staff should thoroughly review Title 17 BMC for consistency, grammar, organization, and technical corrections before presenting the code changes to the City Council for final adoption.

DATED this 22<sup>nd</sup> day of November 2017

Maureen A. Felt

Chair, City of Burlington Planning Commission



ITEM #: 4

CHECK ONE:

NEW BUS. X

OLD BUS.       

## AGENDA ITEM

Council Date: December 14, 2017 Subject: Contract for prosecution services by Kailin James

Mayor Steve Sexton

Bryan Harrison, City Administrator

Leif Johnson, City Attorney

Attachments: Proposed contract Public Hearing Required: YES ( ) NO (X)

### SUMMARY

The City of Burlington has contracted with Kailin James to provide criminal prosecution services on a yearly basis since approximately 2014. Ms. James and City Attorney Leif Johnson divide criminal prosecution duties based on a variety of factors that may fluctuate in any given week. Since 2015, the number of municipal court calendar days and potential trials per month has generally increased, and the City continues to be under public defense audit.

The proposed contract, attached, is identical to the contract from 2017, except a slight increase of guaranteed hours (16 instead of 8). Ms. James clearly works in excess of 16 hours each month over the last several years, so that change is likely appropriate. It is important that Ms. James is available for public defense access as much as necessary, and this contract should continue to support that goal. City Attorney Leif Johnson plans to continue to participate in criminal prosecution at the same level that was exercised in 2017.

### PROPOSED MOTION

*"I move to approve the Agreement For Legal Services Between City Of Burlington And Kailin James and authorize the Mayor to sign the Agreement."*

**AGREEMENT FOR LEGAL SERVICES  
BETWEEN CITY OF BURLINGTON AND  
KAILIN JAMES**

**WHEREAS**, the City of Burlington (hereinafter "Burlington") and Kailin James, (hereinafter "James") have agreed that James shall render legal services to the prosecution of misdemeanor offenses in the Burlington Municipal Court on behalf of the City of Burlington, the following Agreement for legal services is hereby made:

1. **Compensation**. Burlington agrees to hire James to represent it as described above in the following manner:

**Tier 1:** An hourly rate of \$120 for the first sixteen (16) hours of work within the month. The City guarantees no less than the first sixteen (16) hours for a minimum of \$1920.00 per month.

**Tier 2:** An hourly rate of \$90 for any and all hours worked within the month beyond the first sixteen (16) hours.

James will invoice Burlington on a monthly basis for James's fees. Burlington agrees to make full payment on any bill within thirty (30) days thereof.

2. **Term**. This Agreement shall be effective January 1, 2018 through December 31, 2018 unless otherwise terminated by the Parties. If the Agreement is not terminated in writing by the parties, the Agreement shall continue on a month-to-month basis, pursuant to Section 9 of this Agreement. James and Burlington acknowledge that the extent of the workload to be assumed by James is unknown and will be directed by the City Attorney.
3. **Files**. Burlington agrees to maintain all files with respect to criminal matters, provide staff sufficient for initialization, maintenance and closure of files and to comply with discovery requests, subpoenas, court hearing support, trial preparation and all related administrative and paralegal activities.
4. **Duties**. James agrees to use her best efforts in representation of Burlington on all matters arising out of or relating to misdemeanor charges, law enforcement criminal issues and other such matters. Generally, James shall cover one pre-trial calendar and up to two trials per month, unless agreed otherwise by the parties and subject to court calendar changes. James shall be responsible for informing City Attorney and arranging for coverage of James's duties in the event of a conflict that prevents James from handling a case or in the event of James's absence. James will maintain an office in Whatcom County, Washington and provide Burlington with contact information in order to be available at any time. James is and will remain licensed to practice law in the State of Washington throughout the term of the Agreement. Burlington shall have the right to prior notice and approval of any attorney selected by James and approved by the City Attorney that may provide for coverage for James.



5. **Relationship of Parties.** The Parties intend that James shall be an independent contractor and shall not be considered an employee of Burlington. James shall have the authority to control and direct the performance of the details of the work contemplated by this Agreement. James shall indemnify and hold Burlington harmless for any injury occurring to James or any staff or attorneys employed by her which injury falls within the coverage of the Washington State Worker's Compensation Program. The provisions of the paragraph shall not apply to any staff member employed by Burlington for performance of the duties identified above.
6. **Insurance.** James shall maintain professional liability errors and omissions insurance in the minimum amount of \$1,000,000 for the duration of this Agreement. James shall provide Burlington with a Certificate of Insurance as evidence of professional liability coverage along with an Endorsement listing the City of Burlington as an additional insured.
7. **Construction.**  
General Provisions;  
a. This Agreement shall be construed and governed by the laws of the State of Washington;  
b. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof;  
c. This Agreement constitutes the entire agreement of the Parties and supersedes all prior agreements or understandings between the Parties with respect to the subject matter hereof;  
d. This Agreement may not be modified or amended except by written agreement signed and acknowledged by both Parties;  
e. The Parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.
8. **Indemnification.**  
The City of Burlington hereby agrees to defend, indemnify, and hold the provider harmless from any and all claims, demands, damages, lawsuits, liabilities, and losses, arising out of the good faith prosecution of defendants, when such prosecutions are nullified by the subsequent declaration by an appellate court of competent jurisdiction that the law under which the prosecution occurred was unconstitutional, resulting in a violation of the defendant's civil rights. It is the intent of the parties that this clause shall extend to the indemnification of claims brought under 42 U.S.C. 1983.
9. **Termination.**  
**By the City.** The Mayor may terminate this Agreement at any time with or without cause at any time and for any reason including failure to comply with any provision of this Agreement.  
  
**By James.** Following ninety (90) days written notice or by agreement between the Parties.

10. **Notices.**

Any notice required to be given under this Agreement shall be delivered or mailed to the following Parties at the following addresses:

**THE CITY OF BURLINGTON**

Attn: Mayor Steve Sexton  
833 S Spruce Street  
Burlington, WA 98233

**KAILIN JAMES**

1200 Dupont St. Suite 1-D  
Bellingham, WA 98225

**IN WITNESS WHEREOF**, the City of Burlington and Kailin James have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF BURLINGTON**

**KAILIN JAMES, PROVIDER**

BY: \_\_\_\_\_

Steve Sexton, Mayor

\_\_\_\_\_  
Kailin James

ATTEST:

BY: \_\_\_\_\_

Dr. Renée C. Sinclair, CPFO,  
Director of Budget & Accounting

Approved as to Form:

BY: \_\_\_\_\_

Leif Johnson  
City Attorney



ITEM #: 5

CHECK ONE:

NEW BUS. X

OLD BUS.       

## AGENDA ITEM

Council Date: December 14, 2017 Subject: Agreement with Trantech Engineering for  
Engineering Services for East George Hopper Rd  
Signal Enhancements

Attachments: 1) Agreement Public Hearing Required: YES ( ) NO (X)

### SUMMARY

This project will upgrade the transportation corridor along East George Hopper Road between Burlington Boulevard and Costco Drive. The Project will improve traffic signal phasing, coordination and operations, improve traffic signal head visibility, and ADA accessibility. Additional features include installation of new traffic loops/detectors, signal controller/cabinet, pavement markings and asphalt overlay.

This \$85,249 contract will facilitate the design and bid package of this federally funded safety project. Funding for this work will be provided by federal safety dollars with no match to the City.

### RECOMMENDATION

Motion to authorize Mayor to sign agreement with Trantech Engineering for engineering services.

# Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: LA-9127

Firm/Organization Legal Name (do not use dba's): TranTech Engineering, LLC		
Address 1221 Fraser Street; Suite E-3	Federal Aid Number HSIP-7298(001)	
UBI Number 602507862	Federal TIN or SSN Number 91-1582135	
Execution Date	Completion Date 12/31/2019	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work  The Project will improve traffic signal phasing, coordination and operations, improve signal visibility, and ADA accessibility.		
<input checked="" type="checkbox"/> Yes 31.95% <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Yes 31.95%	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Total Amount Authorized: \$85,248.94 Management Reserve Fund: \$0.00 Maximum Amount Payable: \$85,248.94

## Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation/SBE Plan
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: LA-9127

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Burlington hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number: LA-9127

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

**If to AGENCY:**

Name: Brian Dempsey, P.E.  
Agency: City of Burlington  
Address: 833 South Spruce Street  
City: Burlington State: WA Zip: 98233  
Email: briand@burlingtonwa.gov  
Phone: 360.755.9715  
Facsimile: N/A

**If to CONSULTANT:**

Name: Thomas Weller, P.E.  
Agency: TranTech Engineering, LLC  
Address: 1221 Fraser Street; Suite E-3  
City: Bellingham State: WA Zip: 98229  
Email: tweller@trantecheng.com  
Phone: 360.255.2563  
Facsimile: N/A

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number: LA-9127

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: [ConsultantRates@wsdot.wa.gov](mailto:ConsultantRates@wsdot.wa.gov).

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
  5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
  6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

Agreement Number: LA-9127



D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Agreement Number: LA-9127

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

## **VIII. Nondiscrimination**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964  
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973  
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973  
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975  
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987  
(Public Law 100-259)
- American with Disabilities Act of 1990  
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## **IX. Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

#### Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Brian Dempsey, P.E.  
Agency: City of Burlington  
Address: 833 South Spruce Street  
City: Burlington State: WA Zip: 98233  
Email: briand@burlingtonwa.gov  
Phone: 360.755.9715  
Facsimile: N/A

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

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## **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

## **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.



Signature

December 1, 2017

Date

Signature

Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

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## ***Exhibit A*** ***Scope of Work***

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Project No. HSIP-7298(001)

See attached

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## **EXHIBIT A-1**

### **Scope of Work**

#### **City of Burlington: East George Hopper Rd Signal Improvements Project No: HSIP-7298(001)**

### **Project Background**

The purpose of the East George Hopper Rd Signal Improvements, hereinafter referred to as "Project", will provide traffic safety improvements along E. George Hopper Rd. between Burlington Blvd. and Costco Dr. The scope of this work is resurfacing with hot-mix asphalt (HMA), ADA pedestrian ramp and sidewalk improvements, restriping, stormwater improvements as needed, improve traffic signal phasing and operations, ITS corridor coordination, signal head visibility, and pedestrian accessibility. Approximately 800 linear feet of street is to be resurfaced. The project is federally funded by the "2016 Innovative Safety Program".

### **Project Objectives**

This agreement covers the services required to; prepare plans, specifications (WSDOT most current edition with all updates), and provide a construction estimate to advertise for Contractor bid, provide public outreach support to the CITY for guiding design and construction outcomes, provide support to the CITY in preparing all necessary environmental permits to be approved by the responsible agency; and assist with the bidding process to address contractor questions. Construction period support may be awarded to the CONSULTANT under a separate scope and fee proposal at the discretion of the Client.

This scope of work is expected to last 12 calendar months following the CONSULTANT receiving Notice-to-Proceed expected by mid-December 2017. The schedule for construction award of the project is expected by early June 2018 with the Contractor completing work by or before November of 2018.

### **Project Understanding**

This agreement covers the services required as explained by the CITY in the RFP and per the 2016 Innovative Safety Program funding award letter. Additional clarification as to the project extents were explained verbally to TranTech during the CONSULTANT interview stage include;

1. No outreach has been conducted by the CITY in reaching out to WSDOT, Costco or area commercial tenants. The CITY will coordinate and provide outreach to area stakeholders.
2. It is understood that reconstruction of the mid-block crosswalk on the south side of East George Hopper Road is beyond this project's scope and its deficiencies will not be addressed.
3. It is understood that reconstruction of the sidewalk/driveway approach of the USA Mini Mart on the south side of East George Hopper Road is beyond this project's scope and its deficiencies will not be addressed.

If it is determined later that the needs of the project materially change the understanding of the listed items above, TranTech will make every effort to accommodate them within the existing fee proposal, but a supplemental agreement modifying the scope and fee may still be required.

## Project Assumptions

This agreement covers the services required as explained by the CITY both in the RFP and verbally as well as the 2016 funding award letter. These project assumptions materially affect the scope and fee proposal provided by the CONSULTANT. These assumptions include, but are not limited to;

1. The limits of overlay are assumed to extend to the end of each radius return at Burlington Blvd and Costco Drive. On the west leg of Costco Drive the overlay limits will extend to the WSDOT jurisdiction line approximately 150-feet west of the radius return.
2. The CITY will coordinate all Utility Locates and paint all of their own utilities prior to CONSULTANT survey.
3. Lighting affixed to the signal poles at the two (2) project intersections will be replaced with LED lighting
4. New signal poles are expected be constructed for the project however, the CONSULTANT will provide a value engineering assessment during design to determine if the existing signal poles can be reused.
5. HMA overlay will require grinding a tapered 8-foot away from the front of all concrete curbs and 40-foot taper within the traveled way.
6. No roadway profiles will be developed and no changes to roadway grade will occur with this Project.
7. No repair to existing roadway pavement sections will occur with this Project
8. No replacement of any WA/SS/SD mains will be included with this Project
9. The CITY will prepare the "No Right-of-Way" Checklist as required for federally funded projects that shall be submitted at the time of the WSDOT Design Approval submittal. The CITY will also need to update its "Right-of-Way Procedures" documentation and submit to WSDOT at this same time.

## City Provided Documentation

In addition to the information stated in the RFP to be provided by the CITY, the following are additional items assumed to be provided to the CONSULTANT:

1. Provide any CITY available WSDOT ROW Plans, Access Management Plans, Channelization Plans, and other relevant WSDOT plans.
2. Provide current traffic volumes counts for the project corridor to inform the decisions around traffic control and construction sequencing;
3. Accident data for the past 5 years along the project corridor;
4. Coordinating right-of-entry with Costco and area commercial tenants to encroach upon their property as necessary for survey data collection and site observations during design.
5. Any and all current survey data collected by the CITY or provided to the CITY by third parties provided in AutoCAD 2016 format with supporting survey field notes as available.
6. Direction prior to or by project kick-off as to any deficient WA/SS/SD mains within the Project footprint requiring replacement.
7. Plans and geotechnical reports for both adjacent private developments and within the public right-of-way.

## Project Team

The project team is composed of the following:

1. Owner – City of Burlington (CITY)
2. Owner Representative – City of Burlington Public Works (POC Brian Dempsey)
3. Prime Consultant– TranTech Engineering, LLC (TranTech) (POC Tom Weller)
4. Subconsultant – Pacific Surveying & Engineering, Inc. (PSE) (POC Adam Morrow)
5. Subconsultant – DKS Associates, Inc. (DKS) (POC Richard Hutchinson)

## **WORK ELEMENT 1: PROJECT MANAGEMENT**

This element includes administration of the contract between the CONSULTANT and the CITY, preparation of monthly progress reports and quality control necessary for the 100% PS&E Submittal. This element includes all administrative and professional services needed to coordinate with the sub-consultants and to complete the project on time and within budget. The activities associated with this Work Element are:

**1.1 Kick-off Meeting, Work Plan, and Schedule** - At the kickoff meeting with the CITY, the work plan will be discussed where items like; CITY's goals for the project; CITY contacts; other pertinent information regarding the outlook to execute the project will be discussed. These outcomes will be documented and included in preparation of the work plan and schedule. The PM will develop a schedule for the Project early in the design phase, and will provide periodic updates to the schedule. If necessary, and in the event of any work element timeline changes during the design activities, the CONSULTANT shall notify the CITY. This schedule will include, at a minimum, the following project milestones; Kick-off Meeting, Boundary and Topographic Survey, Public Outreach, Environmental Permitting, Geotechnical Report, Preliminary Design (30% PS&E), Pre-Final Design (70% PS&E), and Bid Ready Construction Documents (100% PS&E).

**1.2 Monthly Progress Updates, Monthly Invoicing, and Team Coordination Meetings** - Monthly progress reports will contain a narrative identifying and describing significant activities performed in the previous month and the significant planned activities for the upcoming month.

Invoices are expected to be submitted monthly for six (6) months through the Project bidding period. An earned value chart will be submitted with each firm's monthly invoice.

**1.3 Subconsultant Management** - Prepare sub-consultant agreements, coordinate, budget, and review the project progress and submittals to the CITY.

**1.4 Design Team Meetings** - The design team will have periodic coordination meetings to resolve design issues between disciplines, and when necessary, provide a project status that can be communicated with the CITY.

**1.5 Plan Review Meetings with CITY** - The CONSULTANT will receive formal review comments from the CITY following the 30%, 70%, and 100% submittal stages and discuss or clarify issues by phone or in person. It is assumed that the meetings will be up to one (1) hour each with up to one (1) of team's staff in attendance. CITY comments will be incorporated into subsequent work.

### ***Assumptions:***

- ❖ DKS staff will consolidate all in-person visits to the City into one, for field visit, kick-off meeting, and WSDOT coordination. All other coordination by DKS staff will be accomplished via video conferencing, e-mail or phone conversations.

### ***Deliverable(s):***

- ❖ Project Schedule with one revision at 70% design submittal
- ❖ Monthly Progress Reports

## **WORK ELEMENT 2: TOPOGRAPHIC SURVEYING & AUTOCAD MAPPING**

The CONSULTANT will prepare and provide survey and mapping for the entire project corridor. The activities associated with this Work Element are outlined below.

### ***2.1 Survey Control and Right-of-Way Calculations***

Consultant will establish new horizontal and vertical survey control at the project site, using City of Burlington established control and datum. At least 3 vertical benchmarks will be set within the project area for future construction. Aerial targets will be placed along the project corridor in preparation for UAV photogrammetry (see 2.3 below). Survey control will meet or exceed standards for urban base mapping and primary control and benchmark locations will be included in a table on the completed base map.

Right of way margins, easements and parcel lines will be established on the CAD base map using surveyed right-of-way monumentation, record data right-of-way, survey, plat and binding site plan mapping, and will be supplemented with information obtained from CITY provided Title Reports for adjoining properties. Where right-of-way margins are found to be in question or conflict with existing conditions, these areas will be noted on the base map for further analysis.

It has been assumed by the CONSULTANT that the Project can be constructed within existing right of ways (No Right-of-Way Acquisition as defined in the WSDOT Right-of-Way Manual) and therefore a WSDOT right-of-way plan and certification will not be required. Right-of-way and easement margins will be resolved and depicted on the topographic survey base map described below.

### ***2.2 Topographic Survey of Two (2) Intersections and AutoCAD Mapping***

CONSULTANT will provide ground based topographic survey of existing conditions as described by the following.

The following features will be included from outside face of curb to right of way margin: existing curb cuts, ADA ramps, signal poles, utilities, walls, drainage features, sidewalks and channelization.

Limits: Face of curb to adjacent right of way for all quadrants of both affected intersections to a point 20' beyond curb returns in all directions. Areas between the front edge of curbs towards the interior of the intersections will not be ground surveyed.

The CITY will provide utility locates prior to field surveying or UAV mapping tasks. CONSULTANT will pick up the existing vertical clearance for signal pole overhangs at each intersection using reflectorless total station technology.

CONSULTANT will prepare a combined AutoCAD base map for use on the project at a scale to be determined by the project engineer. All mapping will be completed using 2016 AutoCAD Civil 3D software using CONSULTANT layering standards and point styles/symbols.

### ***2.3 Unmanned Aerial Vehicle (UAV) Mapping***

Due to the constraints of heavy traffic and project budget, CONSULTANT will provide UAV aerial photogrammetric mapping for all project areas not included in the ground survey task above (2.2). Additionally,

from the west leg of Costco Drive at East George Hopper mapping will extend 150-feet beyond the western reach of the radius return to match recent resurfacing by WSDOT, this mapping effort will focus on curb to curb areas and will include channelization, painted utilities, signal loops, structure locations and other features within the road prism. Features within existing right-of-ways adjacent to existing curb and between ground survey areas will also be included on the base map.

A consolidated aerial ortho-photo will be produced for the project using Pix4D software. Visible features will be digitized from the aerial photo into the AutoCAD base map produced under task 2.2 for use by the project design team. As the project only anticipates an overlay, no three-dimensional topographic data will be included for the UAV mapping areas (planimetric mapping only).



**Assumptions:**

- ❖ CITY to provide all utility locates prior to field survey or UAV mapping work.
- ❖ CITY to provide Title Reports for adjoining properties prior to commencement of AutoCAD mapping work.
- ❖ CONSULTANT will provide traffic control flagging services as necessary for field survey work.
- ❖ Right of Way Plan certification will be addressed by the City as required for federally funded projects.
- ❖ Additional survey “pickups” are not included.

**Deliverables:**

- ❖ Survey Control Map delineating public right-of-way in 2016 Autodesk Civil 3D format
- ❖ Topographic Map with digital terrain model (DTM) in 2016 Autodesk Civil 3D format



### **WORK ELEMENT 3: ENVIRONMENTAL DOCUMENTATION SUPPORT**

The CONSULTANT will provide limited environmental permit support for the Project in an on-call capacity to the CITY. This support is based on the following understandings:

1. The Project has federal funding
2. The CITY will lead and prepare all necessary environmental permits with limited support from CONSULTANT
3. SEPA compliance will be necessary
4. NEPA compliance will be necessary
5. Endangered Species Act compliance will be necessary
6. Executive Order 05-05 Cultural Resources compliance will be necessary
7. There will be no significant work outside of existing pavement. It is possible existing concrete curb & gutters and existing sidewalks that are failing in isolated locations throughout the corridor will require replacement. Sidewalk ADA ramps will also be replaced

***Meetings:***

- ❖ None

***Assumptions:***

- ❖ No more than 10 hours total of permitting support services will be provided by the CONSULTANT.

## **Work Element 4: GEOTECHNICAL ASSESSMENTS**

Geotechnical information from previously conducted and available geotechnical studies occurring proximate to the current study area will be reviewed for relevant information that could potentially be used to inform the proposed signal and luminaire pole foundation design. This collected information will then be evaluated to determine if the methods, data, and recommendations are sufficient, suitable and appropriate for the proposed new foundation design needs.

### ***4.1 – Desktop Review***

The CONSULTANT will review existing City and private geotechnical reports to the extent they are available. The purpose will be to determine whether there is sufficient information in these studies to inform design for new signal poles and luminaires anticipated for the project. The review will include 1) sample site locations, 2) sampling methods, 3) data obtained, and 4) findings and recommendations.

#### ***Assumptions:***

- ❖ No field, surface, subsurface, test borings, or soils testing will be performed by the CONSULTANT as part of this task.

### ***4.2 – Engineering Analyses for Foundation Design:***

The CONSULTANT will compile the reviewed information obtained from Task 4.1 and determine whether any of the previously collected information is appropriate and adequate to inform the proposed signal pole foundation designs. The assessment will not include any new engineering analysis, but rather present the previous findings. The findings will be summarized in a memo as described below and presented to the engineering team.

### ***4.3 – Prepare Geotechnical Memorandum***

CONSULTANT will prepare a stamped memorandum summarizing our review and the findings of the suitability determination from previous geotechnical design recommendations as they apply for new signal and/or luminaire pole foundations. This memorandum will be based solely on the review of previously conducted soil and geotechnical reports for existing poles at both affected intersections and adjacent properties as provided by the CITY, and does not include new investigation or analysis. If data from previous studies is deemed unsuitable for use in the proposed new designs, then a new geotechnical study will be proposed to collect the necessary design information.

## **Work Element 5 – SIGNAL & ITS DESIGN**

### ***5.1 Traffic Signal Modification and ITS – 30% Design***

- Compile and review available data and records from the City, WSDOT, other agencies, and utilities. Document the design criteria that will be used to develop and evaluate alternatives. Design criteria will be per the WSDOT Project Design Guidelines format. Prepare photo log of existing conditions.
- Review traffic signal as-built information provided by the City.
- Meet with WSDOT signal technician staff in the field at each location to verify existing signal equipment and available conduit space for necessary new conductor runs in the system.
- Compile and prepare the preliminary plans and estimate of cost.

#### ***Deliverables:***

- ❖ An electronic copy of the preliminary signal plans in Adobe PDF format.
- ❖ Preliminary estimate of cost in Microsoft Excel format.

### ***5.2 Traffic Signal Modification and ITS – Final Design***

The Consultant shall provide Final Plans, Specifications and Estimates for review and approval by the City. Plans shall be formatted to provide sufficient detail for convenient field layout of proposed facilities. City standard details and WSDOT standard plans will be supplemented with project specific details as required. The 70% plans and specifications shall be stamped by a licensed Professional Engineer in the State of Washington. Final bid documents will be stamped and signed by a licensed Professional Engineer in the State of Washington.

- Prepare plans and details for signal modifications at the following intersections:
  - S Burlington Blvd at George Hopper Rd
    - Replacement of two mastarm poles at the intersection (type II NE and type III SW)
      - New poles will include replacement of existing equipment / signage and new flashing yellow left-turn arrow heads
    - Addition of type PS pole in SE Corner
    - CCTV camera relocation as necessary
    - Replace existing roadway lighting with LED lighting (intersection only)
  - Costco Dr / Marketplace Dr at George Hopper Rd
    - Replacement of one type III signal pole in the SE corner to allow for flashing yellow arrow (potentially may not be required)
    - Installation of PS poles in NW and NE corners to allow for new crosswalk
    - Replace signal controller cabinet in place on existing foundation
    - CCTV camera installation/fiber or wireless communication

- Replace existing roadway lighting with LED lighting (intersection only)
- Perform 70% and Final Document Design quantity take-offs and opinion of costs.
- Prepare contract specifications (Sections 8-20 and 9-29 only) for the 70% and Final Document submittals based on current WSDOT/APWA standards (English), applicable amendments to the current WSDOT/APWA standards and applicable LAG standards.

***Deliverables:***

- ❖ An electronic copy of the 70% plans in Adobe PDF format for incorporation into plan set
- ❖ An electronic half-size copy of the final plans in Adobe PDF format for incorporation into plan set
- ❖ One (1) signed original set of final plans for incorporation into plan set
- ❖ Sections 8-20 and 9-29 of the special provisions in word format, 70% and final
- ❖ Estimate of cost in Excel format, 70% and final
- ❖ Public Interest Finding form as necessary

***5.3 Corridor Traffic Signal Timing and Coordination***

- The Consultant shall insure the appropriate signal controller equipment is specified as part of the PS&E package so that the intersections of George Hopper Rd at Costco Dr and George Hopper Rd at S Burlington Blvd local software can be tied into the City's central traffic monitoring system. This will be either Tactics 3.0 or WSDOT's anticipated MaxView software.
- The Consultant shall coordinate with WSDOT and the City to ensure the appropriate system is specified and prepare appropriate timing plans for implementation. In addition to phone and video conferencing, one in-person meeting is anticipated
- Prepare signal timing and coordination plans for up to six intersections and up to three time of day plans per intersection.
- The consultant will be available for one day of implementation/training in the field at time of system switch over.

***Assumptions:***

- ❖ City and/or WSDOT will provide necessary turning movement counts for the two intersections within the project limits as well as the adjacent signalized intersections at the WSDOT I-5 ramps and along S Burlington Blvd
- ❖ Latest Synchro files of the corridor will be provided by the City

***Deliverables:***

- ❖ Timing plans on a thumb drive for input by City staff or input into CITY's central system by CONSULTANT
- ❖ Specifications and call-outs incorporated into task 5.2

## **Work Element 6 – CIVIL DESIGN & CONTRACT DOCUMENTS PREPARATION**

### ***6.1 – Civil Design and Contract Documents Preparation***

The CONSULTANT shall prepare 30%, 70%, and 100% PS&E submittals. Technical special provisions will be provided at the 70% and 100% submittal stages. Technical Special Provisions, including a run list, will be prepared using WSDOT provided General Special Provisions (GSP) for Local Agencies and City of Burlington provisions as applicable. Engineer's Estimate of Probable Cost will be prepared at the 70%, and 100% submittal stages. Work also includes incorporating CITY 30%, 70%, and 100% review comments.

Design elements described below are those expected to meet the services required as explained by the CITY both in the RFP and verbally. There are additional unknown conditions at this time that may affect the scope and fee proposal provided by TranTech.

#### ***6.1.1 30% Preliminary Plans:***

This work element item encompasses all the activities associated with the preparation of the 30% Plans. Plans at this stage will be prepared using solely UAV data. Design elements shown on the plans will include: cover sheet & notes, erosion control, site preparation, channelization layout, and sidewalk layout

##### ***Deliverable(s):***

- Half-size (11x17) copies of Plans submitted electronically in Adobe pdf format.

#### ***6.1.2 70% Pre-Final Contract Documents:***

This work element item encompasses all the activities associated with the preparation of the 70% Plans, Technical Specifications and engineer's opinion of construction cost estimate (PS&E). Constructability Review and QA/QC activities are an inherent part of this element. Design elements shown on the plans will include: cover sheet & notes, traffic control, erosion control, site preparation, channelization layout, and sidewalk grading & layout

##### ***Deliverable(s):***

- Half-size (11x17) copy of Plans submitted electronically;
- One copy of Technical Specifications per WSDOT and City of Bellingham format, in MS Word;
- One copy of the quantities Estimate and Engineer's Opinion of Construction Cost in the City's proposal format in MS Excel format.

#### ***6.1.3 100% Contract Documents – Bid-Ready:***

This work element item encompasses all the activities associated with the preparation of the 100% Bid-ready Plans, Special Provisions and engineer's opinion of construction cost Estimate (PS&E). Constructability Review and QA/QC activities are an inherent part of this element.

***Deliverable(s):***

- One full size (24x36) original wet signed copy of the Bid-ready set of Plans submitted hardcopy;
- One full size copy of the Bid-ready set of Plans in PDF format submitted electronically;
- One copy of Technical Specifications at 100% level document per LAG, WSDOT and City of Burlington templates, in editable MS Word format;
- One copy of the Engineer's Opinion of Construction Cost in the City's proposal format in editable MS Excel spreadsheet format;

***Assumption(s):***

- ❖ All existing potable water, sanitary sewer, and storm sewer systems are in acceptable working order throughout the project corridor and no reconstruction or enhancements of these systems are programmed.
- ❖ A total of twenty-six (26) Plan Sheets are expected to be prepared as part of the Contract Document package for bidding.
- ❖ No Maximum Extent Feasible Memorandums will be required where current ADA standards for sidewalk reconstruction cannot be met.

The prior section describes specific work sub-elements to be accomplished in preparing the PS&E bid document set. All work sub-elements are to be submitted for review at the 30%, 70%, and 100% levels unless otherwise noted. All drawing scales described are for full-size 24x36 plan sheets that are scalable at 11x17 half-sized all prepared in AutoCAD 2016 Civil 3D format.

***6.2 – Stormwater Management Compliance Report***

Any stormwater plans and details will incorporate Best Management Practices (BMPs) as outlined in the most recent edition of the Department of Ecology's, "Stormwater Management Manual for Western Washington Volume II", and comply with the City of Burlington Municipal Code (BMC).

- 6.2.1 The CONSULTANT will prepare a combined Temporary Erosion and Sedimentation Control (TESC) Plan, Notes, and Existing Site Conditions Plan at 1"=40' half-size scale, one (1) sheet total. This plan will show topography, existing utilities, existing surface features, and elements requiring TESC. Plans will be incorporated into the report.
- 6.2.2 The CONSULTANT shall prepare a Stormwater Compliance Report outlining how runoff will meet the Minimum Requirements for New and Redevelopment in accordance with the current Stormwater Management Manual for Western Washington Volume II and the BMC.

***Assumption(s):***

- ❖ The amount of sidewalk replaced as required to comply with ADA requirements and failing areas determined by the City will not exceed thresholds requiring stormwater runoff control.

- ❖ That past stormwater management activities will not require significant reconstruction of infrastructure or new infrastructure beyond existing conveyances treating runoff within the road prism.

***Deliverable(s):***

- ❖ Stamped and signed Stormwater Compliance Report

***6.3 – Public Outreach Support***

The CONSULTANT shall provide up to two (2) hours of staffing support as necessary for any public outreach activities at the discretion of the CITY.

***Bidding Support During Advertisement***

Though outside of this scope and fee proposal, the CITY may contract with the CONSULTANT to provide certain services during the advertisement period to address Contractor questions or to provide supplemental information to the CITY is support of any addendums that it deems are warranted.

***Engineering Support During Construction***

Though outside of this scope and fee proposal, the CITY may contract with the CONSULTANT to provide certain services during the construction period which may include, but not limited to; construction engineering support, construction inspection, and/or documentation control. At the time of Construction Award a supplement can be prepared to define exactly what services the CITY would like the CONSULTANT to perform.

## **Preparation Requirements**

All Bid Documents, Memorandums, Permits, and Reports shall be developed in accordance with the latest editions and amendments of the following documents to the greatest extent feasible:

### **CITY Publications:**

1. Municipal Code;
2. Design and Development Standards;

### **STATE Publications:**

1. "Standard Plans for Roads, Bridge, and Municipal Construction" (M 21-01);
2. "Design Manual" (M 22-01);
3. "Environmental Manual" (M 31-11);
4. "Local Agency Guidelines" Manual (M 36-63);
5. "Construction Manual" (M 41-01);
6. "Standard Specifications for Road, Bridge, and Municipal Construction" (M 41-10);
7. WSDOT Amendments, General Special Provisions (GSPs), and Local Agency (APWA) approved GSPs.

### **American Association of State Highway and Transportation Officials Publications:**

1. "A Policy on Geometric Design of Highways and Streets";

### **US Department of Transportation Publications:**

1. "Manual on Uniform Traffic Control Devices for Streets and Highways"

### **Other Publications:**

1. "Public Rights-of-Way Accessibility Guidelines" – 2005;
2. "National Electrical Code";
3. "Applicable City and County Publications;
4. "Urban Street Design Guide"- NACTO



## ***Exhibit B***

### ***DBE Participation***

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TranTech Engineering, LLC (TranTech) is certified as both a Small Business Enterprise (SBE) and a Socially and Economically Disadvantaged Business Enterprise (SEDBE)

TranTech provides services related to the design of transportation infrastructure. These services include structural bridge design and rehabilitation, civil roadway design, traffic signal design, construction management, and construction inspection.

TranTech's contribution to the execution of this project is 31.95% of the total contract amount. This exceeds the voluntary SBE goal of 10%.

Agreement Number: LA-9127

## ***Exhibit C*** ***Preparation and Delivery of Electronic Engineering and Other Data***

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In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

### **I. Surveying, Roadway Design & Plans Preparation Section**

#### **A. Survey Data**

See attached

#### **B. Roadway Design Files**

See attached

#### **C. Computer Aided Drafting Files**

See attached

Agreement Number: LA-9127

D. Specify the Agency's Right to Review Product with the Consultant

See attached

E. Specify the Electronic Deliverables to Be Provided to the Agency

See attached

F. Specify What Agency Furnished Services and Information Is to Be Provided

See attached

## II. Any Other Electronic Files to Be Provided

See attached

## III. Methods to Electronically Exchange Data

See attached

A. Agency Software Suite

See attached

B. Electronic Messaging System

See attached

C. File Transfers Format

See attached

# **EXHIBIT C-1**

## **Document Preparation and Delivery**

### **City of Burlington: East George Hopper Rd Signal Improvements Project No: HSIP-7298(001)**

## **Preparation Requirements**

All Bid Documents, Memorandums, Permits, and Reports shall be developed in accordance with the latest editions and amendments of the following documents to the greatest extent feasible:

#### **CITY Publications:**

1. Municipal Code;
2. Design and Development Standards;

#### **STATE Publications:**

1. "Local Agency Guidelines" Manual.
2. "Standard Specifications for Road, Bridge, and Municipal Construction" (M 41-10);
3. "Standard Plans for Roads, Bridge, and Municipal Construction" (M 21-01);
4. "Design Manual" (M 22-01);
5. Amendments and General Special Provisions;
6. "Environmental Procedures" Manual (M31-1);
7. "Northwest Region" Special Provisions from H&LP website.

#### **American Association of State Highway and Transportation Officials Publications:**

1. "A Policy on Geometric Design of Highways and Streets" – 2012;
2. "Guide for the Development of Bicycle Facilities" – 4<sup>th</sup> Edition

#### **US Department of Transportation Publications:**

1. "Manual on Uniform Traffic Control Devices for Streets and Highways" – 2009;

#### **Other Publications:**

1. "Public Rights-of-Way Accessibility Guidelines" – 2005;
2. "National Electrical Code";
3. Applicable City and County Publications;

**Computer Hardware and Software:**

The CONSULTANT shall provide the PS&E package in the IBM compatible format of:

1. Microsoft Office version 2016;
2. Survey, Roadway, and Computer Aided Drafting (CAD) files – AutoCAD Civil 3D version 2016, CITY standard "layers", CITY standard "template";
3. WWHM 2012;
4. Internet Access with File Transfer Protocol (FTP) capabilities;
5. Adobe Professional.

**Adobe Acrobat PDF File Creation:**

In addition to the hard copies specified, all deliverable documents shall be provided in PDF format it. All documents provided in PDF format shall, to the maximum extent possible, be created directly from the original electronic format (i.e. printed directly to PDF rather than scanned from a hard copy.) The CITY requests that hard copies of final documents be printed from a final PDF document prior to signature. Signature pages can then be scanned and added to the PDF document.

***Agency's Right to Review Product with the Consultant***

The CONSULTANT shall provide to the AGENCY for its review documents prepared at the 30%, 70%, and 100% submittal stages for comment.

***Agency Furnished Services, Information, and Items***

Throughout the duration of the project, the CITY will perform services, furnish information, and answer questions on CITY standard procedures for plan preparation. The following services will be performed by the CITY:

1. AGENCY Provided Documentation
2. In addition to the information stated in the RFP to be provided by the AGENCY, the following are additional items assumed to be provided to the CONSULTANT:
3. Provide any AGENCY available WSDOT ROW Plans, Access Management Plans, Channelization Plans, and other relevant WSDOT plans.
4. Provide current traffic volumes counts for the project corridor to inform the decisions around traffic control and construction sequencing;
5. Accident data for the past 5 years along the project corridor;
6. Coordinating right-of-entry with Costco and area commercial tenants to encroach upon their property as necessary for survey data collection and site observations during design.
7. Any and all current survey data collected by the AGENCY or provided to the AGENCY by third parties provided in AutoCAD 2016 format with supporting survey field notes as available.
8. Direction prior to or by project kick-off as to any deficient WA/SS/SD mains within the Project footprint requiring replacement.
9. Plans and geotechnical reports for both adjacent private developments and within the public right-of-way.
10. Supply personnel on a continuing basis for ongoing assistance to provide information and answer questions on AGENCY standard procedures and for direction in plan preparation.

11. Coordinate with WSDOT Highways and Local Programs for non-design related funding administration. This will include regular payment requests, preparation of the prospectus, and requests for construction funding.
12. Boilerplate Bid Documents in editable MS Word.
13. Direction on AutoCAD layering conventions to be used in plan preparation.
14. All area utility as-built plans on file for buried utilities or any other infrastructure adjacent to the project.
15. All public information, public outreach, and agency coordination.
16. Secure rights-of-entry to all adjacent parcels for the benefit of the Consultant.
17. All supporting documents and CITY web links to fully address the Washington State Department of Ecology's 10 minimum requirements for preparation of Stormwater Compliance Report.
18. Assist in incorporating the Plans, Engineer's Estimate of Construction Cost, and Technical Specifications as prepared by the CONSULTANT to prepare the complete Bid Document Package for project advertisement.
19. Prepare any necessary permits to allow for construction.

### ***Methods to Electronically Exchange Data***

The CONSULTANT shall provide to the AGENCY access to an FTP site or equivalent secured site for transmitting files to and from either party.

### ***Agency Software Suite***

The AGENCY shall direct the CONSULTANT as soon as is practical as to whether Tactics 3.0 or Maxview will be used in the implementation of the traffic signal timing.

### ***Electronic Messaging System***

Microsoft Outlook shall be used for electronic messaging

### ***File Transfers Format***

The CONSULTANT shall provide to the AGENCY access to an FTP site or equivalent secured site for transmitting files to and from either party.



***Exhibit D***  
***Prime Consultant Cost Computations***

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See attached

Agreement Number: LA-9127

**Exhibit D1 - Consultant Fee Determination**



City of Burlington - East George Hopper Signal Improvements "Engineering Design Services"

**WORK ELEMENTS**

Work Element 1 - Project Management (All Consultants)	\$8,697.29
Work Element 2 - Surveying & Mapping (Pacific Surveying & Engineering, Inc.)	\$16,181.39
Work Element 3 - Environmental Documentation Support (Pacific Surveying & Engineering, Inc.)	\$832.83
Work Element 4 - Geotechnical Assessments (Pacific Surveying & Engineering, Inc.)	\$2,439.28
Work Element 5 - Signal & ITS Design (DKS Associates, LLC)	\$32,573.16
Work Element 6 - Civil Design & Bid Document Preparation (TranTech)	\$24,524.98

**SUBTOTAL ALL WORK ELEMENTS**

**\$85,248.94**

0% Design Management Reserve

**\$0.00**

**PROPOSED CONSULTANT DESIGN FEE**

**\$85,248.94**

**Work Element 1A - Overall Project Management (TranTech Engineering, LLC)**

Profit at 27% of D.S.	\$266.49
Overhead at 1.4272 times D.S.	\$1,408.65
Total Labor Cost	\$2,692.14
Direct Expenses	\$53.50
Total Work Element Cost	\$2,745.64

Direct Expenses		Unit Price	Quantity	Total
Itemized (Mileage \$ .535 x 100)		\$0.535	100	\$53.50
				\$0.00
				\$0.00
				\$0.00
				\$53.50

**Work Element 1B - Project Management (Pacific Surveying & Engineering, Inc.)**

Task Work Elements										
	Project Manager	Principal Geologist	Office Accountant	Office Technician						Total
1.1 Kick-off Meeting, Work Plan, and Schedule	4	1								5
1.2 Progress Updates, Invoicing, & Team Coord Mtgs	4		2	2						8
1.3 Contract Management	1		1							2
1.4 Design Team Meetings		2								2
Total Work Hours	9	3	3	2						17
Direct Rates	\$57.04	\$55.94	\$36.00	\$24.96						
	\$513.36	\$170.82	\$108.00	\$49.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$842.10
Subtotal Direct Salary Cost										
Direct Expenses					Total					
Mileage	\$0.535	50	\$26.75							
			\$0.00							
			\$0.00							
			\$0.00							
			\$26.75							
					Profit at 27% of D.S. Overhead at 1.1177 times D.S.					
					Total Labor Cost \$1,019.85					
					Direct Expenses \$26.75					
					Total Work Element Cost \$1,037.43					

**Work Element 1C - Project Management (DKS Associates, Inc.)**

Profit at 27% of D.S.	\$345.70
Overhead at 1.7554 times D.S.	\$2,247.54
Total Labor Cost	\$3,973.00
Direct Expenses	\$70.82
Total Job Element Cost	\$4,043.82

Direct Expenses		Unit Price	Quantity	Total
Mileage		\$0.555	132	\$70.82
				\$0.00
				\$0.00
				\$0.00
				\$70.82

**Work Element 2 - Surveying & Mapping (Pacific Surveying & Engineering, Inc.)**

Profit at 27% of D.S.	\$1,811.64
Overhead at 1.177 times D.S.	\$7,499.50
<b>Total Labor Cost</b>	<b>\$16,020.88</b>
<b>Direct Expenses</b>	<b>\$160.50</b>
<b>Total Work Element Cost</b>	<b>\$16,181.38</b>

Direct Expenses		Unit Price	Quantity	Total
Mileage		\$0.595	300	\$180.50
				\$0.00
				\$0.00
				\$0.00
				\$180.50

**Work Element 3 - Environmental Documentation Support (Pacific Surveying & Engineering, Inc.)**

Profit at 27% of D.S.	\$94.18
Overhead at 1.1177 times D.S.	\$389.85
Total Labor Cost	\$512.83
Direct Expenses	\$0.00
Total work Element Cost	\$512.83

Direct Expenses		Unit Price	Quantity	Total
Mileage		\$0.535		\$0.00
				\$0.00
				\$0.00
				\$0.00

**Work Element 4 - Geotechnical Assessments (Pacific Surveying & Engineering, Inc.)**

Profit at 27% of D.S.	\$272.81
Overhead at 1.177 times D.S.	\$1,129.32
<b>Total Labor Cost</b>	<b>\$3,412.53</b>
Direct Expenses	\$26.75
<b>Total Work Element Cost</b>	<b>\$3,439.28</b>

Direct Expenses		Unit Price	Quantity	Total
Mileage		\$0.535	50	\$26.75
				\$0.00
				\$0.00
				\$0.00
	Total ODC:			\$26.75



**Work Element 5 - Signal & ITS Design (DKS Associates, LLC)**

[illegible]

## Work Element 6 - Civil Design & Bid Document Preparation (TranTech)

Profit at 27% of D.S.	\$2,441.88
Overhead at 1.4272 times D.S.	\$12,907.60
Total Labor Cost	\$24,393.46
Direct Expenses	\$131.50
Total Work Element Cost	\$24,524.96

Direct Expenses		Unit Price	Quantity	Total
Itemized Mileage \$ .535 x 100		\$0.535	100	\$53.50
Full Size Plan Sheets (24x36)		\$3.00	26	\$78.00
				\$0.00
				\$0.00
Total ODC				\$131.50

**Exhibit D-2**  
**Prime Consultant Fee Determination - Summary Sheet**  
**(Lump Sum, Cost Plus Fixed Fee, cost Per Unit of Work)**

**City of Burlington - East George Hopper Signal Improvements "Engineering Design Services"**

**TranTech Engineering, LLC Direct Salary Cost (DSC):**

<u>Classification</u>	<u>Staff Hours</u>		<u>Rate</u>	=	<u>Cost</u>
<u>Principal</u>	2	X	\$ 59.00		<u>\$118.00</u>
<u>Project Manager</u>	14	X	\$ 50.50		<u>\$707.00</u>
<u>QA/QC Review</u>	12	X	\$ 50.00		<u>\$600.00</u>
<u>Senior Civil Engineer</u>	38	X	\$ 50.50		<u>\$1,919.00</u>
<u>Project Civil Engineer</u>	6	X	\$ 41.50		<u>\$249.00</u>
<u>Staff Civil Engineer</u>	62	X	\$ 33.50		<u>\$2,077.00</u>
<u>Senior Structural Engineer</u>	2	X	\$ 52.50		<u>\$105.00</u>
<u>Electrical/Traffic Engineer</u>	14	X	\$ 45.00		<u>\$630.00</u>
<u>CAD Technician</u>	76	X	\$ 38.50		<u>\$2,926.00</u>
<u>Administrative Assistant</u>	35	X	\$ 20.00		<u>\$700.00</u>
<b>TOTAL DSC =</b>					<b><u>\$10,031.00</u></b>

**Overhead (OH COST - including Salary Additives):**

OH Rate x Total DSC	<u>142.72%</u>	x	<u>\$10,031</u>	=	<u>\$14,316.24</u>
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**Fixed Fee (FF):**

FF Rate x Total DSC (27% - 32%)	<u>27%</u>	x	<u>\$10,031</u>	=	<u>\$2,708.37</u>
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**Reimbursables:**

Itemized (Mileage \$.535 x 100)	200		\$0.535		<u>\$107.00</u>
Full Size Plan Sheets (24x36)	26		\$3.00		<u>\$78.00</u>

<b>Grand Total</b>					<b><u>\$27,240.61</u></b>
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**Washington State  
Department of Transportation**

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

May 15, 2017

TranTech Engineering, LLC  
12011 NE 1<sup>st</sup> Street, Suite 305  
Bellevue, WA 98005

Subject: Acceptance FYE 2016 ICR – Audit Office Review

Dear Mr. Kash Nikzad:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2016 Indirect Cost Rate (ICR) of 142.72%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:kms

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached

**Exhibit E-1**  
**SubConsultant Fee Determination - Summary Sheet**  
**(Lump Sum, Cost Plus Fixed Fee, cost Per Unit of Work)**

**City of Burlington - East George Hopper Signal Improvements "Engineering Design Services"**

**Pacific Surveying & Engineering, Inc. Direct Salary Cost (DSC):**

<u>Classification</u>	<u>Staff Hours</u>		<u>Rate</u>	=	<u>Cost</u>
<u>Project Manager</u>	9	X	\$ 57.04		<u>\$513.36</u>
<u>Principal Geologist</u>	13	X	\$ 56.94		<u>\$740.22</u>
<u>Senior Project Geologist</u>	2	X	\$ 35.50		<u>\$71.00</u>
<u>Project Geologist</u>	10	X	\$ 32.00		<u>\$320.00</u>
<u>Principal Land Surveyor</u>	16	X	\$ 57.04		<u>\$912.64</u>
<u>Senior CAD Technician</u>	66	X	\$ 34.62		<u>\$2,284.92</u>
<u>Survey Crew Chief</u>	44	X	\$ 31.00		<u>\$1,364.00</u>
<u>Survey Crew Member</u>	38	X	\$ 24.00		<u>\$912.00</u>
<u>Flagger/3rd Crew Member</u>	16	X	\$ 27.00		<u>\$432.00</u>
<u>UAV Pilot</u>	10	X	\$ 34.62		<u>\$346.20</u>
<u>UAV Observer</u>	10	X	\$ 25.00		<u>\$250.00</u>
<u>Survey Technician</u>	8	X	\$ 26.00		<u>\$208.00</u>
<u>Environmental Planner</u>	2	X	\$ 56.94		<u>\$113.88</u>
<u>Senior Project Scientist</u>	2	X	\$ 35.50		<u>\$71.00</u>
<u>Project Scientist</u>	2	X	\$ 32.00		<u>\$64.00</u>
<u>CAD/GIS Technician</u>	4	X	\$ 25.00		<u>\$100.00</u>
<u>Office Accountant</u>	3	X	\$ 36.00		<u>\$108.00</u>
<u>Office Technician</u>	4	X	\$ 24.96		<u>\$99.84</u>

**TOTAL DSC = \$8,911.06**

**Overhead (OH COST - including Salary Additives):**

OH Rate x Total DSC      111.77%    x      \$8,911    =      \$9,959.89

**Fixed Fee (FF):**

27%    x      \$8,911    =      \$2,405.99

**Reimbursables:**

Itemized (Mileage \$.535 x 100)      400      \$0.535      \$214.00

**Grand Total \$21,490.94**



**Washington State  
Department of Transportation**

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

May 30, 2017

Pacific Surveying & Engineering, Inc.  
1812 Cornwall Avenue  
Bellingham, WA 98225

Subject: Acceptance FYE 2016 ICR – Risk Assessment Review

Dear Mr. Jeff Vander Yacht:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2016 ICR of 111.77%. This rate is applicable to Washington Local Agency Contracts only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:kms

**Exhibit E-2**  
**SubConsultant Fee Determination - Summary Sheet**  
**(Lump Sum, Cost Plus Fixed Fee, cost Per Unit of Work)**

**City of Burlington - East George Hopper Signal Improvements "Engineering Design Services"**

**DKS Associates, Inc. Direct Salary Cost (DSC):**

<u>Classification</u>	<u>Staff Hours</u>		<u>Rate</u>	=	<u>Cost</u>
<u>Principal</u>	8	X	\$76.92		<u>\$615.36</u>
<u>Senior Project Manager</u>	77	X	\$65.08		<u>\$5,011.16</u>
<u>Associate Engineer</u>	134	X	\$38.46		<u>\$5,153.64</u>
<u>Assistant Engineer</u>	0	X	\$32.69		<u>\$0.00</u>
<u>Senior GIS/CAD</u>	32	X	\$32.69		<u>\$1,046.08</u>
<u>Admin</u>	6	X	\$29.00		<u>\$174.00</u>

**TOTAL DSC = \$12,000.24**

**Overhead (OH COST - including Salary Additives):**

OH Rate x Total DSC      175.54%    x      \$12,000    =      \$21,065.22

**Fixed Fee (FF):**

27%    x      \$12,000    =      \$3,240.06

**Reimbursables:**

Itemized (Mileage \$.535 x 100)      396      \$0.535      \$211.86

**Grand Total**      **\$36,517.39**





Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

April 18, 2017

DKS Associates, Inc.  
719 Second Avenue, Suite 1250  
Seattle, WA 98104

Subject: Acceptance FYE 2016 ICR – Cognizant Review

Dear Ms. Betsy McCarthy:

We have accepted your firms FYE 2016 Indirect Cost Rate (ICR) of 175.54% based on the “Cognizant Review” from The Oregon Department of Transportation. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:kms

## **Exhibit F**

### **Title VI Assurances**

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During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: LA-9127

## ***Exhibit G*** ***Certification Documents***

---

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -  
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
TranTech Engineering, LLC

whose address is

1221 Fraser Street; Suite E-3

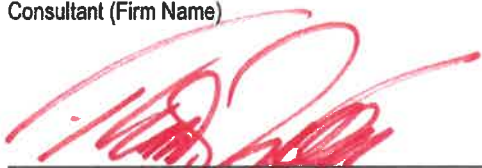
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

TranTech Engineering, LLC

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

December 1, 2017

Date

Agreement Number: LA-9127

**Exhibit G-1(b) Certification of** City of Burlington

I hereby certify that I am the:



☐ Other

of the City of Burlington, and TranTech Engineering, LLC  
or its representative has not been required, directly or indirectly as an express or implied condition in connection  
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration  
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation  
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this  
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and  
Federal laws, both criminal and civil.

---

Signature

---

Date

Agreement Number: LA-9127

## **Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions**

- I. The prospective primary participant 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 (3) year period preceding this proposal been convicted of 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental 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 (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TranTech Engineering, LLC

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

December 1, 2017

Date

Agreement Number: LA-9127

### **Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

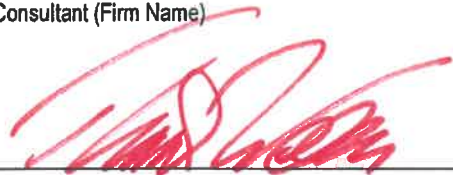
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress 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 Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

TranTech Engineering, LLC

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

December 1, 2017

Date

Agreement Number: LA-9127

## Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of East George Hopper Signal Improvements \* are accurate, complete, and current as of December 1, 2017 \*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: TranTech Engineering, LLC



Signature

Branch Manager

Title

Date of Execution\*\*\*: December 1, 2017

\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: LA-9127



## **Exhibit H**

### **Liability Insurance Increase**

---

#### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 1,000,000

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number: LA-9127

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

---

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: LA-9127

## **Step 5 Forward Documents to Local Programs**

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## **Exhibit J**

# **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: LA-9127

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.



ITEM #: 6

CHECK ONE:

NEW BUS. X

OLD BUS.       

## AGENDA ITEM

Council Date: December 14, 2017 Subject: Intergovernmental Cooperative Purchasing Agreement  
Levon Yengoyan, Fire Chief

Attachments: Intergovernmental Cooperative Purchasing Agreement, Public Hearing Required: YES ( ) NO (X)  
Firefighting Equipment Solicitation Synopsis (No. 1605),  
Contract Overview, RFP Number 1605, Master Price  
Agreement, Price List, BMC 2.84 Procurement

### SUMMARY

Chapter 2.84 of the Burlington Municipal Code specifies purchasing standards that reflect industry standards and best practices. Section 2.84.430 of this chapter allows for the City to join in cooperative purchasing arrangements with other public agencies and specifies that these arrangements shall be approved by the City Council.

The Burlington Fire Department has identified Fire Rescue GPO as a cooperative purchasing partner. Fire Rescue GPO is a fire service program under NPPGov, a national cooperative purchasing organization utilized by fire departments across the state of Washington. The Burlington Fire Department would like to enter into an Intergovernmental Cooperative Purchasing Agreement with the Public Procurement Authority, the Lead Contracting Agency.

Both the City Attorney and Finance Director have reviewed the IGA and the bidding process and agree that it satisfies the requirements of the BMC and applicable state laws.

### RECOMMENDATION

I motion to approve the Intergovernmental Cooperative Purchasing Agreement with Public Procurement Authority and authorize the Mayor to sign the agreement.

## **Intergovernmental Cooperative Purchasing Agreement**

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPP"), including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP provides group purchasing, marketing and administrative support for governmental entities. NPP's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE 1: LEGAL AUTHORITY**

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

## **ARTICLE 2: APPLICABLE LAWS**

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

## **ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT**

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.



#### **ARTICLE 4: PAYMENT OBLIGATIONS**

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

#### **ARTICLE 5: COMMENCEMENT DATE**

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

#### **ARTICLE 6: TERMINATION OF AGREEMENT**

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

#### **ARTICLE 7: ENTIRE AGREEMENT**

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 8: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

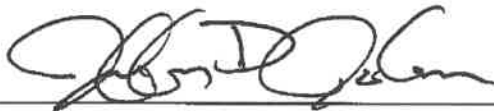
**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.**

**PUBLIC PROCUREMENT AUTHORITY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the Public Procurement Authority ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Public Procurement Authority to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by the Public Procurement Authority will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the Public Procurement Authority and is duly authorized to sign this Public Procurement Authority Endorsement and Authorization.



Date: 2-13-2014

BY: Jeffrey D. Johnson

ITS: Administrator/Board Member

**Public Procurement Authority Contact Information:**

Contact Person:	Heidi Chames
Address:	25030 SW Parkway Ave., Suite 330 Wilsonville, OR 97070
Telephone No.:	855-524-4572
Email:	questions@procurementauthority.org

**PARTICIPATING AGENCY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of \_\_\_\_\_ ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of \_\_\_\_\_ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

\_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

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

**Participating Agency Contact Information:**

Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email: \_\_\_\_\_

**PUBLIC PROCUREMENT AUTHORITY**  
**Firefighting Equipment Solicitation Synopsis**  
**Solicitation No. 1605**

**Intent**

The Public Procurement Authority (PPA) served as Lead Agency to solicit proposals for Firefighting Equipment. PPA works in cooperation with National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba FireRescue GPO and dba Law Enforcement GPO (collectively hereinafter "NPPGov"), to service the PPA and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of PPA and NPPGov throughout the nation to "piggy-back" off the resulting Master Price Agreement.

**Determination for issuing RFP vs. Sealed Bid**

PPA has determined that it is advantageous for PPA to procure Firefighting Equipment using the competitive RFP process rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, prohibits revision of the offers, and uses price as the predominate deciding factor. Such limitations prevent PPA from awarding the most advantageous contract(s) for PPA and its members.

**Procedure**

PPA issued an RFP (1605) on October 26, 2016.

The RFP was published in the Daily Journal of Commerce on October 26, 2016.

The RFP was published in USA Today on November 2, 2016.

The RFP closed on December 12, 2016.

The RFP was awarded on April 27, 2017.

The RFP was posted to the following web sites: [www.nppgov.com](http://www.nppgov.com), [www.ppa-or.gov](http://www.ppa-or.gov), and [www.findrfp.com](http://www.findrfp.com)

The text of the published notice of solicitation is as follows:

**Public Procurement  
Authority (PPA)  
NOTICE OF  
SOLICITATION**

PPA intends to enter into a master price agreement for the procurement of the following products and services to PPA members and available to all members of the national cooperative purchasing program NPPGov ([www.nppgov.com](http://www.nppgov.com)):

- **Firefighting Equipment #1605**
- **Self-Contained Breathing Apparatus (SCBA) #1610**
- **Cloud Storage for Government Services #1615**
- **Software Solutions for Government Services #1620**

Responses due 5:00 pm PST  
December 12, 2016.

For information or a copy of the Request for Proposal contact PPA, Heidi Arnold at 855-524-4572, [questions@ppa-or.gov](mailto:questions@ppa-or.gov) or download at [www.ppa-or.gov](http://www.ppa-or.gov)

PPA received proposals from the following vendors:

1. Seawestern, Inc.
2. Municipal Emergency Services
3. Gear Grid
4. Ten-8 Fire Equipment
5. Holmatro Incorporated
6. L.N. Curtis & sons

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by PPA based on the criteria contained in the RFP and the following successful proposers were selected:

**National:**

- Gear Grid
- Holmatro Incorporated
- L.N. Curtis & sons
- Municipal Emergency Services

**Regional:**

- Ten-8 Fire Equipment

## **Evaluation**

The evaluation was based on the following criteria as described in the RFP (weighted):

<b>Component Evaluated</b>	<b>Weight</b>
<u>Pricing</u> : Product price analysis and discounts proposed including favorable pricing for cooperative purchasing	25
<u>Product Line (by category)</u> : Breadth, variety, quality of product line and warranties available.	15
<u>Marketing</u> : The Proposer's marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region.	15
<u>Customer Service</u> : Support dedicated to Lead Contracting and Participating Agencies. Ability to conduct e-commerce and meet promised delivery timelines. Additional services offered.	15
<u>Coverage</u> : Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. <i>*Note Exhibit 1 from PPW</i>	15
<u>Proven Experience &amp; References</u> : Proposer's success in providing products and services in a timely manner including Past Performance Information (PPI) review.	10
<u>Conformance</u> : Completeness of proposal and the degree to which the Proposer responds to the terms and all requirements of the RFP requirements and specifications.	5
<b><u>TOTAL</u></b>	100

## **Pricing Structure**

*Gear Grid:* Proposer provided a fixed price and tiered discount structure. See Price List Attachment in the resulting Master Price Agreement.

*Holmatro Incorporated:* Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

*L.N. Curtis & sons:* Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

*Municipal Emergency Services:* Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

*Ten-8 Fire Equipment:* Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

## **Additional Information**

National Purchasing Partners  
1100 Olive Way  
Suite #1020  
Seattle, WA 98101

Bruce Busch, Senior VP and Legal Counsel  
bruce.busch@mynpp.com  
(206) 494-4556  
www.nppgov.com

# **AFFIDAVIT OF MAILING**

STATE OF Oregon       )  
  ) ss.  
COUNTY OF Washington )

I, Kim Brown, being first duly sworn on oath, depose and state that I am an Assistant Contract Manager for Public Procurement Authority, a government entity performing public procurement functions. On this 25 day of Oct., 2016, I caused to be deposited in the United States mail at Wilsonville, Washington County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR FIREFIGHTING EQUIPMENT to the following addresses:

<b>CET Manufacturing</b> Gerald Halpin PO Box 416 Cornwall-on-Hudson, NY 12520		<b>Tactical Fire Equipment, LLC</b> Chris Holland 517 Lamar Giles Road Winder, GA 30680		<b>Atira Systems Inc</b> Stephen Haddix 14435 Rosebud Ln SE Turner, OR 97392
<b>Fireblast Global</b> Joe Gonzalez 545 Monica Cir Corona, CA 92880		<b>Air One Equipment, Inc.</b> David Frey 360 Production Drive South Gin, IL 60177		<b>Maryland Fire Equipment</b> Mandy German 12284 Wilkins Avenue Rockville, MD 20852
<b>American Alrworks</b> Ray Lambert PO Box 1000 Sophia, WV 25921		<b>Churchville Fire Equipmnet</b> Steve Gulvin 340 Sanford Rd. South Churchville, NY 14428		<b>Liberty Fire Solutions</b> Star Deifibaugh 13210 Dunnings Hwy Claysburg, PA 16625
<b>Apparatus Equipment and Service, Inc.</b> Bill Arbus 1103 South 700 West Salt Lake City, UT 84104		<b>Finley Fire Equipment</b> Keith Puckett 5255 N Street Rt 60 NW McConnelsville, OH 43756		<b>Akron Brass Company</b> Richard Singer 343 Venture Blvd Wooster, OH 44691
<b>Bauer Compressors</b> William Dickson 1328 Azalea Garden Road Norfolk, VA 23502		<b>Fire Safety USA</b> Scott Hazeltine 3253 19 <sup>th</sup> Street NW Rochester, MN 55901		<b>NAFECO</b> Jessica Franks 1515 West Moulton Street Decatur, AL 35601
<b>Storm King Mountain Technologies</b> Jim Roth 4725 Calle Alto Camarillo, CA 93012		<b>Holmatro</b> Chris Mills 135 West 7065 South Midvale, UT 84048		<b>Ten-8 Fire Equipmnet</b> Cindy Morgan 2651 Wiles Road Pompano Beach, FL 33073
<b>GA Cylinder &amp; Hydrotest LLC</b> Patricia Shaefer PO Box 1233 Pogonville, GA 30052		<b>Sharp Testing Services</b> Stephen Sharp 9506 Miller Rd. Magnolia, TX 77354		<b>Firelce</b> Rob Rosovich 1460 Park Lane South Suite 1 Jupiter, FL 33458
<b>Firefighters Bookstore</b> Brandon Winters 16821 Knott Ave La Mirada, CA 90638		<b>Vorpahl Fire &amp; Safety</b> Grady Neal PO Box 12175 Green Bay, WI 54307		<b>American Fire Safety Equipment</b> Andress Somogyi 14105 La Cascada Ct. Bakersfield, CA 93314



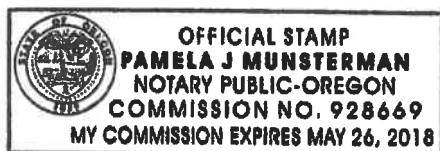
<b>Allstar Fire Equipment</b> Joseph Sposato 12328 Lower Azusa Road Arcadia, CA 91006	<b>Fire Fighter Mattresses.com</b> Stephen Sandstrom 2035 Belvro Rd Miamisburg, OH 45342	<b>AAA Firepro Inc of NM</b> Kendal Kohler 221 Schepps Blvd Clovis, NM 88101
<b>Shipman's Fire Equipment CO Inc</b> Michael Kirchhoff 172 Cross Road PO Box 257 Waterford, CT 06385	<b>Firehousebeds</b> Curt Summers 1508 Old Albany Circle Huntsville, AL 35803	<b>County Fire &amp; Safety Company, INC.</b> Michelle Brown PO Box 581 Sharpsburg, GA 30277
<b>Western States Fire Equipment</b> Steven Hageria 9899 West Roosevelt Street Tolleson, AZ 85353	<b>Paul Conway Shields &amp; Equipment</b> Paul Conway 14100 West Cleveland Ave New Berlin, WI 53151	<b>FDC Rescue Products</b> Earl Johnson 2202 W Lone Cactus Dr Suite #5 Phoenix, AZ 85027
<b>North American Rescue</b> Scott Spratt 35 Tedwall Court Greer, SC 29650	<b>Heros Supply</b> Tom Miller PO Box 1245 Huntington, MD 20639	<b>Tactical Fire Equipment, LLC</b> Allan Macrae 123 West 1 <sup>st</sup> Street Casper, WY 82601
<b>Buckeye Fire Equipment</b> Larry Meserver 333 Oak Tree Ave South Plainfield, NJ 07080	<b>Unifire, INC.</b> Craig Tobin 3924 E Trent Ave Spokane, WA 99202	<b>MES</b> Dave Mooney 700 W Mississippi Ave Unit E6 Denver, CO 80223
<b>Casco Industries</b> David Stewart 607 West 62 <sup>nd</sup> Street Shreveport, LA 71106	<b>RescueVac</b> Mark Bozik PO Box 546 North Aurora, IL 60542	<b>MES</b> Seth Cosans 7 Poverty Rd Southbury, CT 06488
<b>Fire Safe Associates LLC</b> William Patterson 4920 Timbergreen Lane Holly Springs, NC 27540-8790	<b>Fire Rescue Equipment NW, LLC</b> Chris Miller 901 N Brutscher Street Suite D300 Newberg, OR 97132	<b>LN Curtis &amp; sons</b> Tim Henderson 4647 Soth 33 <sup>rd</sup> St. Phoenix, AZ 85040
<b>The Firefighting Depot</b> Brett Graves PO Box 774 Pontiac, IL 61764	<b>HMA Fire</b> Bill Carroll 1212 Fourier Drive Madison, WI 53717	<b>LN Curtis &amp; sons</b> Nick Lawrence 1800 Peralta Street Oakland, CA 94607
<b>All American Hose</b> Steve Gamboa 217 Titusville Road Union City, PA 16438	<b>Rallyfitness</b> Kieth Dery 623 Doubleday Ave Ontario, CA 91761	<b>Cascade Fire Equipment</b> Jeff Lloyd 640 Brian Way Medford, OR 97501
<b>Phos-Chek</b> Mike Ellis 10667 Jersey Blvd Rancho Cucamonga, CA 91730	<b>2<sup>nd</sup> Alarm Fire Equipment</b> John Marion 399 N Main St Archbald, PA 18403	<b>Waterous</b> Jason Nawrocki 125 Hardman Avenue South South St. Paul, MN 55075-2456

<b>Waterax</b> Frederic Lefrancois 6637 Henri-Bourassa West Montreal, QC H4R1E1		<b>Darley</b> James Long 325 Spring Lake Dr. Itasca, IL 60143	
--	--	--	--

Kim Brown  
 Kim Brown

SUBSCRIBED AND SWORN TO before me this 25<sup>th</sup> day of October, 2016 by  
 Kim Brown.

Pamela J Munsterman  
 NOTARY PUBLIC in the State of Oregon  
 Residing at Sherwood, OR  
 My commission expires: 5-26-2018



AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810  
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

**Case Number: NOT PROVIDED**  
**PRODUCTS AND SERVICES**

**Public Procurement Authority (Ppa); Bld Location Portland, OR, Multnomah County; Due 12/12/2016 at 05:00 PM**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

10/26/2016

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE 20th DAY OF June, 2017

Michelle Ropp

Notary Public-State of Oregon



**PUBLIC PROCUREMENT  
AUTHORITY (PPA)**

**PRODUCTS AND SERVICES**

Responses due 5:00pm,

December 12, 2016

**NOTICE OF SOLICITATION**

PPA intends to enter into a master price agreement for the procurement of the following products and services to PPA members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

**Firefighting Equipment #1605  
Self-Contained Breathing Apparatus (SCBA) #1610**

**Cloud Storage for Government  
Services #1615**

**Software Solutions for Government  
Services #1620**

Responses due 5:00 pm  
December 12, 2016

For information or a copy of the Request for Proposal contact PPA, Heidi Arnold at 855-524-4572, questions@ppa-or.gov or download at www.ppa-or.gov  
Published Oct. 26, 2016. 11196171

**Heidi Arnold**  
**Public Procurement Authority**  
25030 SW Parkway Ave Ste 330  
Wilsonville, OR 97070-9609

Order No.: 11196171  
Client Reference No:



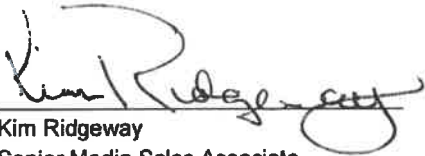
November 9, 2016

To Whom It May Concern:

I am a duly authorized representative of Russell Johns Associates LLC, company handling the advertising matters for the USA Today Marketplace, a daily newspaper distributed within the US.

The ad for Public Procurement Authority was published in said newspaper on November 2, 2016..

---



Kim Ridgeway  
Senior Media Sales Associate

State of Florida  
County of Pinellas

On this 9<sup>th</sup> day of November, I attest that the attached document is a true, exact, complete, and unaltered  
tearsheet.



Notary

CAMIKA C. WINTER  
Notary Public, State of Florida  
My Comm. Expires Apr 07, 2018  
No. 68 110238





Public  
Procurement  
Authority

### RFP PROPOSAL RECEIPT LOG

#### **Solicitation #1605 – Firefighting Equipment**

Due Date: December 12, 2016

Time: 5:00 pm. PST

Public Procurement Authority (PPA) has received the following responses to the solicitation listed above.

Name Sea western Inc. Date & Time 12/9/2016 9:25  
Shipping Carrier UPS Notes \_\_\_\_\_

Name MES Date & Time 12/12/16 10:00 am  
Shipping Carrier Fed Ex Notes \_\_\_\_\_

Name GearGrid Inc Date & Time 12/12/16 10:00 am  
Shipping Carrier Fed Ex Notes \_\_\_\_\_

Name Cindy Morgan - Ten 8 Date & Time 12/12/16 10:00 am  
Shipping Carrier Fed Ex Notes \_\_\_\_\_

Name Holmatro Date & Time 12/12/16 9:00 am  
Shipping Carrier Hand delivered Notes \_\_\_\_\_

Name LN Curtis + Sons Date & Time 12/12/16 9:25 am  
Shipping Carrier UPS Notes \_\_\_\_\_

***I hereby certify that the above proposals were received prior to the due date and time listed:***

Signed Heidi Arnold

Witnessed by Kelsey Jones

Printed Heidi Arnold

Printed Kelsey Jones

Date December 12, 2016

Date 12/12/16

Note: PPA Staff will initial each entry and note the last response received, lining out the remaining spaces.

### Product Specifics

CURTIS, dedicated to providing high quality fire, rescue, safety, and emergency products and services, offers a catalog of products to NPPGov members. Some products on contract include:

- Search, rescue & extrication
- Firefighting attack
- Fire extinguishers & foam
- Firefighting turnouts & related PPE

Some brands on contract include:

- Globe, Bullard, ESS, Honeywell
- CrewBoss, Wolfpack, PGI, Shelby
- Hurst, Paratech, Rescue 42, Blauer
- North American Fire Hose, All American Fire Hose

### Pricing Details

This contract offers up to 40% off list price.

For pricing and product details, log in to [nppgov.com](http://nppgov.com).

### Contract Details

- Log into [nppgov.com](http://nppgov.com)
- Forms, legal documentation, price lists and other information can be found on the CURTIS vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order



Lead Public Agency: Public Procurement Authority

RFP #00000170

#### CONTRACT TERM

Effective Date: 06/19/17

Initial expiration: 06/19/20

Possible extensions through: 06/19/23

### NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support

# **NOTICE OF SOLICITATION**

## **PUBLIC PROCUREMENT AUTHORITY**

**RFP NUMBER 1605**

### **SOLICITATION FOR: FIREFIGHTING EQUIPMENT**

Notice is hereby given that the Public Procurement Authority will accept sealed proposals for **FIREFIGHTING EQUIPMENT** at the address listed below, until **5:00 PM PST on DECEMBER 12, 2016**. Those proposals will be for the Public Procurement Authority and members of National Purchasing Partners Government Division ("NPPGov") across the nation, including but not limited to governmental units incorporated by "ATTACHMENT H" of the Request for Proposal (RFP), WIPHE members identified in "ATTACHMENT G" of the RFP, as well as government units in all other states (collectively, "Participating Agencies"). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

#### **Mailing Address:**

**PPA FIREFIGHTING EQUIPMENT RFP #1605**  
**Public Procurement Authority**  
**c/o Heidi Arnold, Contract Manager**  
**25030 SW Parkway Ave.**  
**Suite 330**  
**Wilsonville, OR 97070**

**NOTE: THE PUBLIC PROCUREMENT AUTHORITY WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.**

#### **INQUIRIES:**

**PPA FIREFIGHTING EQUIPMENT RFP #1605**  
**Public Procurement Authority**  
**c/o Heidi Arnold**  
**25030 SW Parkway Ave.**  
**Suite 330**  
**Wilsonville, OR 97070**

**855-524-4572 or [questions@ppa-or.gov](mailto:questions@ppa-or.gov)**

The solicitation documents may be reviewed at the office address listed above.

**NOTE: PUBLIC PROCUREMENT AUTHORITY PUBLISHES NOTICES OF SOLICITATION IN THE OREGON DAILY JOURNAL OF COMMERCE, USA TODAY AND ONLINE AT [www.ppa-or.gov](http://www.ppa-or.gov), [www.findrfp.com](http://www.findrfp.com) and [www.nppgov.com](http://www.nppgov.com)**

**REQUESTS FOR PROPOSALS (RFP's) ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING ONLINE AT [www.ppa-or.gov](http://www.ppa-or.gov), [www.findrfp.com](http://www.findrfp.com) and [www.nppgov.com](http://www.nppgov.com)**



# **PUBLIC PROCUREMENT AUTHORITY**

## **FIREFIGHTING EQUIPMENT REQUEST FOR PROPOSAL**

**RFP NUMBER 1605**

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### **IMPORTANT**

### **PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL**

SOLICITATIONS FOR: **FIREFIGHTING EQUIPMENT**

#### **1.0 INTENT:**

##### **1.1 GENERAL INTENT**

The Public Procurement Authority (“PPA”) serves as the “Lead Contracting Agency” for this solicitation on behalf of its members, and as authorized by the PPA Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized

under ORS Chapter 190. PPA, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as "NPPGov"), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of FireRescue GPO and Law Enforcement GPO, Hawaii, Idaho and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as "Participating Agencies"). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as "Proposer") to enter into a Master Price Agreement for FIREFIGHTING EQUIPMENT.

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as "Solicitation" or "RFP") is to invite Proposers to submit a competitive pricing proposal offering FIREFIGHTING EQUIPMENT to PPA, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing PPA and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for FIREFIGHTING EQUIPMENT for use by government agencies nationwide.

***This Solicitation meets Oregon public contracting requirements and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.***

## 1.2 POTENTIAL MARKET

The PPA is publishing this RFP to create publicly awarded contracts for use by its members, which may also benefit the thousands of fellow members of NPPGov, FireRescue GPO and Law Enforcement GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage each Proposer's response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer's response should also take into consideration the considerable market potential for this Solicitation. Because the successful proposal will be incorporated into a nationwide purchasing program including thousands of local government participants, the PPA believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, FireRescue GPO and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The PPA believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

## 1.3 REQUIREMENTS

1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the PPA's government members, as well as other Participating Agencies across the nation. The PPA has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating

Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the PPA's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The PPA and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The PPA and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

- 1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.
- 1.3.3 NPPGov, FireRescue GPO and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 1% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov. A portion of the 1% fee may be paid to the Western Fire Chiefs Association pursuant to agreements with NPPGov, Fire Rescue GPO, and Law Enforcement GPO for distribution to the relevant fire chiefs association where the purchase was made.

#### 1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the PPA may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The PPA may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the PPA with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the PPA within the state of Oregon.

#### 1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of PPA and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

#### 1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

#### 1.7 EQUAL OPPORTUNITY

The PPA encourages Minority and Women-owned Small Business Proposers to submit proposals.

#### 1.8 QUALIFIED REHABILITATION FACILITIES

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information.

### 2.0 **SCOPE OF WORK:**

#### 2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating Agencies.

##### 2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

##### 2.1.2 **PROPOSERS MUST COMPLETE "ATTACHMENT B" – PROPOSER PROFILE WORKBOOK".**

#### 2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the FIREFIGHTING EQUIPMENT offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s

entire catalog of products and services (“catalog discount”) that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs.

- 2.2.2 All products offered must be new, unused and most current product lines, unless otherwise clearly identified as remanufactured goods.
- 2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.
- 2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the Public Procurement Authority (“PPA”) and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

### 2.3 PRICING:

- 2.3.1 Pricing for the products and services may be based on “ATTACHMENT D” - PRICING SCHEDULE as follows:

A A fixed percentage (%) off *marked price* based on the Proposer’s catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

**Option (A) is preferred.** If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to PPA and Participating Agencies based on volume.

If proposers are responding with option “B”, proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by appropriate documentation. If PPA agrees to the price modification, PPA may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

- 2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. PPA may reject any additions without cause.
- 2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.
- 2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.
- 2.3.5 If applicable, please describe any discounts offered to individual employees or volunteers of the PPA or a Participating Agency.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the Public Procurement Authority ("PPA") and Participating Agencies. The PPA shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

3.3.1 Indemnification

The successful Proposer shall indemnify the PPA and NPPGov as specified in the Master Price Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the PPA.

Proposer(s)'s insurance shall be primary insurance with respect to the PPA, and any insurance or self-insurance maintained by the PPA shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The PPA shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the PPA's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the PPA, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the PPA, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation and Employer's Liability. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 **SCHEDULE, RESPONSE PREPARATION AND SUBMISSION**

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the Public Procurement Authority ("PPA") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the PPA.

**Solicitation Notice Publications: October 26, 2016; November 2, 2016**

4.1.2 Question and Answer period

The PPA will post questions and answers concerning this Solicitation no later than 14 days prior to the proposal due date. All questions shall be submitted in writing via email to Heidi Arnold, Contract Manager, at [questions@ppa-or.gov](mailto:questions@ppa-or.gov). The PPA reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted with the original solicitation on the PPA website at [www.ProcurementAuthority.org](http://www.ProcurementAuthority.org).

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to Public Procurement Authority, c/o Heidi Arnold, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070 or [questions@ppa-or.gov](mailto:questions@ppa-or.gov).

Close date: Deadline for submission of proposals is **5:00 PM PST, on December 12, 2016.** The PPA must receive all proposals before **5:00 PM PST** on the above closing date in the office of the Public Procurement Authority, c/o Heidi Arnold, Contract Manager, 25030 SW Parkway

Avenue, Suite 330, Wilsonville, OR 97070.

**Approximate opening date: 9:00 AM PST on December 13, 2016** at the office of the Public Procurement Authority, c/o Heidi Arnold, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070.

**Proposal selection and negotiation: December 13, 2016 to January 16, 2017.**

**Approximate award date: February 1, 2017.**

All responses to this Solicitation become the property of the PPA. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The PPA will not be held accountable if parties other than the PPA obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 **Withdrawal of Proposal**

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

4.2 **REVIEW, INQUIRIES AND NOTICES:**

4.2.1 **The solicitation documents may be reviewed in person at the following address:**

**Public Procurement Authority  
25030 SW Parkway Ave.  
Suite 330  
Wilsonville, OR 97070**

**All inquiries concerning information herein shall be addressed to:**

**Public Procurement Authority  
c/o Heidi Arnold  
25030 SW Parkway Ave.  
Suite 330  
Wilsonville, OR 97070**

**Administrative telephone inquiries shall be addressed to:**

Heidi Arnold, 855-524-4572

**Email inquiries shall be addressed to:**

**[questions@ppa-or.gov](mailto:questions@ppa-or.gov)**

**Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on the PPA.**

4.2.2 **Proposal Interpretation of the RFP Documents and Issuance of Addenda**

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:



**Public Procurement Authority  
c/o Heidi Arnold  
25030 SW Parkway Ave.  
Suite 330  
Wilsonville, OR 97070**

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP closing date.

The PPA is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date by publication on the PPA's web site and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the PPA, or the PPA decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

#### **4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:**

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Each electronic copy is to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

**PPA FIREFIGHTING EQUIPMENT RFP #1605  
Public Procurement Authority  
c/o Heidi Arnold, Contract Manager  
25030 SW Parkway Ave.  
Suite 330  
Wilsonville, OR 97070**

All prices shall be held firm for a period of sixty (60) days after the Solicitation closing date. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP closing date.

#### **4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP**

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 1605." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 1605." shall be considered invalid. The PPA reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The PPA may accept or reject deviations, and all PPA decisions shall be final.

#### **4.5 RESPONSE FORMAT AND CONTENT:**

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are

to be submitted in binders and have sections tabbed as follows:

- 4.5.1 Letter of Transmittal
- 4.5.2 Table of Contents
- 4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.
- 4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.
- 4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.
- 4.5.6 Exceptions to the Solicitation, RFP Number 1605.
- 4.5.7 PRICING SCHEDULE ("ATTACHMENT D").
- 4.5.8 PROPOSER PROFILE WORKBOOK ("ATTACHMENT B").
- 4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.
- 4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).
- 4.5.11 Signed Addenda, if any.
- 4.5.12 Proposal Final Certification.

## **5.0 EVALUATION AND POST SUBMISSION**

### **5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:**

A Proposal Evaluation Committee will be appointed by the Public Procurement Authority ("PPA") on behalf of its membership to evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Evaluation Committee and the PPA. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

- 1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Coverage  
6) Proven Experience & References 7) Conformance

At the PPA's discretion, Proposers may be invited to make presentations to the Evaluation Committee. PPA reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

#### **5.1.1 Additional criteria/preferences that are not necessarily awarded points.**

- 5.1.1.1 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.

- 5.1.1.2 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.
- 5.1.1.3 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.
- 5.1.1.4 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.
- 5.1.1.5 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

## 5.2 RIGHT OF PUBLIC PROCUREMENT AUTHORITY TO AWARD OR REJECT PROPOSALS

- 5.2.1 The Request for Proposal does not commit the PPA to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The PPA may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the PPA pay the costs incurred in the preparation of a response to this request.
- 5.2.2 The PPA reserves the right to:
  - 5.2.2.1 Accept or reject any or all proposals received as a result of the Request for Proposals;
  - 5.2.2.2 Negotiate any contractual terms and conditions with any qualified Proposer(s);
  - 5.2.2.3 Accept a proposal and subsequent offers for a Master Price Agreement from other than the lowest cost proposer;
  - 5.2.2.4 Waive or modify any irregularities in proposals received after prior notifications to the Proposer(s).
- 5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

## 5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the PPA and exhaust all administrative remedies. Written protests must be delivered to the PPA at 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The PPA shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405. The PPA shall respond pursuant to ORS 279B.405. If the PPA upholds the protest, in whole or in part, the PPA may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The PPA may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the PPA's decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the PPA to discuss the terms and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Typed: \_\_\_\_\_ Title: \_\_\_\_\_

Proposer is a resident bidder of the state of \_\_\_\_\_

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

## **ATTACHMENT A**

### **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)

## ATTACHMENT B

### Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

**1.0 General questions** *(Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more).*

1.1 The "Yes" or "No" questions below are to help evaluators familiarize themselves with national vendors. Circle "Yes" or "No" as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?  
Yes or No
- ✓ Do you have a national distribution network that will support sales resulting from this RFP?  
Yes or No
- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?  
Yes or No
- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?  
Yes or No
- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?  
Yes or No
- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?  
Yes or No

**1.2 Additional Information:**

- 1.2.1 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:
  - 1.2.3.1.1 Agency name and address
  - 1.2.3.1.2 Contact name, phone and email
  - 1.2.3.1.3 Description of products/services sold and date.
  - 1.2.3.1.4 PPA may use other information, however learned, in evaluation of the response.
- 1.2.2 OPTIONAL: If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.
- 1.2.3 OPTIONAL: Attach any case studies, white papers and/or testimonials supporting your company and products/services.

**2.0 ABOUT PROPOSER:**

**2.1 Complete Exhibit 1**

2.2 Complete the following table

2.2.1 State of incorporation:	
2.2.2 Federal Tax Identification Number:	
2.2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce. [Insert response in box below]	
2.2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPP member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the PPA. [Insert response in box below]	
2.2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	

3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]



3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]

3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]

#### 4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [may attach marketing plan or insert response in box below]

4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]

#### 5.0 Proposer point of contact (POC) who will administer, coordinate, and manage this program with NPP and the Public Procurement Authority.

<b>Contact Person:</b>		<b>Title:</b>	
<b>Mailing Address:</b>			
<b>City:</b>		<b>State &amp; Zip:</b>	
<b>Email Address:</b>			
<b>Phone #:</b>		<b>Fax #:</b>	
* Attach current resume of National Account Manager that will be the POC managing this contract.			

#### 6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer's policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]

6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.5 Special Orders. [Insert response in box below]						
6.6 Post sale services issues. [Insert response in box below]						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
6.8 Technical support services Proposer provides. [Insert response in box below]						
6.9 Product substitution policy. [Insert response in box below]						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.12 Shipment tracking. [Insert response in box below]						
6.13 Back order tracking process. [Insert response in box below]						

6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]
6.15 Electronic billing. [Insert response in box below]
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]
6.17 Other services not already covered. [Insert response in box below]

**7.0 DELIVERY AND FREIGHT CHARGES:**

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for <u>all items ordered</u> within the continental U.S. (and Hawaii/Alaska) The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]
7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]
7.3 Per Attachment I, Proposer acknowledges that F.O.B Destination with all transportation and handling charges paid by the Proposer will be offered when doing business with agencies in the State of Hawaii. Additionally, responsibility and liability for loss or damage will remain with Proposer until final inspection and acceptance when responsibility will pass to the buyer. [Insert response in box below]

**Exhibit 1**  
**FIREFIGHTING EQUIPMENT Coverage**

**FIREFIGHTING EQUIPMENT**  
**RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS**

	Number of retail stores in each state? (leave blank for none)	Number of distribution centers in each state? (leave blank for none)	Number of support locations in each state? (leave blank for none)
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			

PENNSYLVANIA			
RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

**THIS FORM MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE**

**Exhibit 2**

**Declaration of Non Collusion**

The undersigned does hereby declare that there has been no collusion between the undersigned, the Public Procurement Authority, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the Public Procurement Authority for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
(Authorized Signature)

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

## **ATTACHMENT C SPECIFICATIONS**

### **FIREFIGHTING EQUIPMENT**

These specifications are intended to cover the complete range of Firefighting Equipment. Several categories and sub-categories are included below but are in no means intended to limit the proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

Proposers should indicate if there is any individual contract/pricing available to employees and volunteers of government and/or non-profit organizations, as well as if there is any required relationship to a corporate/organizational contract or account for employees and volunteers to access the individual contract/pricing.

**NOTE: Proposers are not required to respond to all categories.** Proposals will only be evaluated based on the categories to which they respond.

- CATEGORY 1:      FIREFIGHTING EQUIPMENT:** Including but not limited to thermal imaging cameras, axe holders, boots, clothing, accessories, eye protection/goggles, fans, generators, flashlights, fire helmets, decals, gear bags, gloves, tool pouches, wildland fire gear, etc.
- CATEGORY 2:      FIREFIGHTING ATTACK TOOLS:** Including but not limited to axes, Halligan bars, chain and/or rescue saws, shovels, forcible entry tools, rescue tools, etc.
- CATEGORY 3:      EXTRACTION TOOLS AND SUPPLIES:** Including but not limited to (hydraulic, manual or electric): cribbing, cutters, blankets, spreaders, combo tools, rams, rapid stabilization struts, etc. Gas or electric powered equipment may be offered.
- CATEGORY 4:      SEARCH AND RESCUE EQUIPMENT:** Including but not limited to thermal imaging equipment, gas detection and monitoring equipment, hardware, ladders, bailout systems, rescue straps, rope, rope bags, utility items, etc.
- CATEGORY 5:      FIREFIGHTING AND FIREFIGHTER TRAINING:** Including but not limited to books, videos, CPR manikins, on-site instructional classes, remote/web based instructional classes, etc. On-site training requiring travel

charges must be identified and quoted prior to Member acceptance or commitment to training class. All travel, lodging, and per diem charges should be included in pricing.

- CATEGORY 6: HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT:** Including but not limited to air bags, covert HAZ-MAT back packs, emergency equipment staging areas, staging kits, team kits, etc.
- CATEGORY 7: FIRE EXTINGUISHERS:** Including but not limited to handheld, portable, wheeled (cart mounted). Class A, B, C, D, K, or a combination of classes; stored pressure or cartridge-type; household, industrial, and/or automotive applications, etc.
- CATEGORY 8: FIREFIGHTING FOAM:** Including but not limited to low expansion (between 2 to 1 and 20 to 1), medium expansion (between 20 to 1 and 200 to 1), high expansion (above 200 to 1), synthetic agents, protein agents, foam equipment, etc.
- CATEGORY 9: FIREFIGHTING (MUNICIPAL) HOSES:** Including but not limited to firefighting hose accessories (attack, supply line, soft suction, piston intake valves, nozzles, wyes, etc.), All firefighting hoses shall be NFPA compliant for service pressure test, proof/acceptance test pressure, burst pressure, and operating/working pressure. Certificates of testing shall be provided to Member upon request. Firefighting hoses shall be warranted from manufacturer defects for ten (10) years. Contract vendor shall provide Member all instruction manuals, maintenance manuals, user guide information for all firefighting hose products in Member orders.
- CATEGORY 10: FIRE PUMPS:** Including but not limited to Portable Pumps, Skid Units, Compressed Air Foam Systems (CAFS), etc.
- CATEGORY 11: FIREFIGHTER AND DEPARTMENTAL PERSONAL APPAREL, BADGES, ACCESSORIES, AND OTHER FIRE DEPARTMENT RELATED ITEMS:** Including but not limited to apparel (personal, firefighter, and departmental), hats, T-shirts, shirts, pins, name bars, collar pins, ties, lapel accessories, stationary items, calendars, business cards, promotional materials (watches, mugs, glassware, pins, giveaways, awareness items), personalized firefighter/departmental apparel and accessories, firefighter literature (books, magazines, periodicals, and e-books), firefighter badges (Custom, special, and member provided designs. Contract vendor shall be capable of supplying as few as one or as many as a full recruit class or departmental staff within the stated delivery period), etc.
- CATEGORY 12: OTHER:** Other FIREFIGHTING AND FIREFIGHTER EQUIPMENT not included in other categories.
- CATEGORY 13: MAINTENANCE, SERVICE AND TESTING:** Any services and options related to the maintenance, service and testing of products and equipment offered in any of the categories.



## ATTACHMENT D PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

Pricing and resulting relative discount to PPA and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the "Requirements" Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon:

- 1) Fixed discount(s) off published price list(s) or catalog(s)
- 2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
- 3) A combination of the above.

### EXAMPLE

FIREFIGHTING EQUIPMENT PRICING SCHEDULE	
Product Category	Percentage (%) off List Price* ( <b>OR</b> fixed price if % off pricing is not available)
<b>FIREFIGHTING EQUIPMENT</b>	
<b>FIREFIGHTING ATTACK TOOLS</b>	
<b>EXTRACTION TOOLS AND SUPPLIES</b>	
<b>RESCUE EQUIPMENT</b>	
<b>FIREFIGHTING AND FIREFIGHTER TRAINING</b>	
<b>HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT</b>	
<b>FIRE EXTINGUISHERS</b>	
<b>FIREFIGHTING FOAM</b>	
<b>FIREFIGHTING (MUNICIPAL) HOSES</b>	
<b>FIREFIGHTER AND DEPARTMENTAL PERSONAL APPAREL, BADGES, ACCESSORIES, AND OTHER FIRE DEPARTMENT RELATED ITEMS</b>	
<b>OTHER</b>	

\* Identify source of list price and publication date or expiration date.

**Options**

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows PPA and NPPGov members the greatest number of procurement options.

**Miscellaneous**

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts.

## ATTACHMENT E PROPOSAL EVALUATION FORM

**Proposals will be evaluated using a two-step process.**

**The first step** evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon) or a national response (covering the entire U.S. or a large region of the U.S.).

**The second step** of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposers response based on the criteria found in the proposal evaluation form.

**STEP 1**

**Proposal Responsiveness**

Component	YES	NO
Submitted on time		
Proposal signed		
Completed Proposer Workbook		
Included pricing structure		
Included references		
Deemed Fully Responsive	YES	NO
Categorized as Local or National	Local	National

## Proposal Evaluation Form

### **STEP 2**

#### **Full Evaluation of Proposal**

##### **Point Value Definitions**

- 5- Excellent – Substantially exceeds requirements
- 4-Very Good- Meet all requirements
- 3- Good – Meets most requirements
- 2- Satisfactory – Minimally meets requirements
- 1- Unsatisfactory – Requirements essentially not met
- 0- No Response provided

<b>Component Evaluated</b>	<b>Weight</b>	<b>Possible Points (0-5)</b>	<b>Total Points (Weight x PP)</b>	<b>Evaluator's Comments</b>
<u>Pricing:</u> Product price analysis and discounts proposed including favorable pricing for cooperative purchasing	25			Comments:
<u>Product Line (by category):</u> Breadth, variety, quality of product line and warranties available.	15			Comments:
<u>Marketing:</u> The Proposer's marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region.	15			Comments
<u>Customer Service:</u> Support dedicated to Lead Contracting and Participating Agencies. Ability to conduct e-commerce and meet promised delivery timelines. Additional services offered.	15			Comments:

Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. <i>*Note Exhibit 1 from PPW</i>	15			Comments:
<u>Proven Experience &amp; References:</u> Proposer's success in providing products and services in a timely manner including Past Performance Information (PPI) review.	10			Comments:
<u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responds to the terms and all requirements of the RFP requirements and specifications.	5			Comments:
<b><u>TOTAL</u></b>	100			General Comments:

Name of Evaluator \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT F

### OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the PPA or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167
- (5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the PPA or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the PPA or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- (8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of PPA for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

**ATTACHMENT G**  
**WIPHE RESPONSE FORM**

**THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE**

**Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:**

\_\_\_\_\_ **DOES NOT** agree to sell to WIPHE Institutions.

\_\_\_\_\_ **AGREES** to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

***Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:***

**Washington Institutions of Public Higher Education (WIPHE).** See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal



## **Washington Institutions of Public Higher Education (WIPHE)**

### **FOUR-YEAR UNIVERSITIES**

CENTRAL WASHINGTON UNIVERSITY  
EASTERN WASHINGTON UNIVERSITY  
THE EVERGREEN STATE COLLEGE  
UNIVERSITY OF WASHINGTON  
WASHINGTON STATE UNIVERSITY  
WESTERN WASHINGTON UNIVERSITY  
COMMUNITY AND TECHNICAL COLLEGES:  
BATES Technical College  
BELLEVUE Community College  
BELLINGHAM Technical College  
BIG BEND Community College  
CASCADE Community College  
CASCADIA College  
CENTRALIA College  
CLARK College  
CLOVER PARK Technical College  
COLUMBIA BASIN College  
EDMONDS Community College  
EVERETT Community College

GRAYS HARBOR College  
GREEN RIVER Community College  
HIGHLINE Community College  
LAKE WASHINGTON Technical College  
LOWER COLUMBIA College  
OLYMPIC College  
PENINSULA College  
PIERCE College  
RENTON Technical College  
SEATTLE CENTRAL Community Colleges  
SHORELINE Community College  
SKAGIT Valley College  
SOUTH PUGET SOUND Community College  
SPOKANE Community Colleges  
STATE BOARD for Technical & Community Colleges  
WENATCHEE Valley College  
YAKIMA Valley Community College  
WHATCOM Community College

### **Miscellaneous local agencies within Washington State\***

ADAMS COUNTY  
PUYALLUP SCHOOL DIST 3  
KITSAP COUNTY  
FIFE SCHOOL DIST 417  
RIVERVIEW SCHOOL DIST 407  
GONZAGA UNIVERSITY  
PLANNED PARENTHOOD OF WESTERN WASHINGTON  
SNOHOMISH COUNTY  
MASON COUNTY  
FEDERAL WAY SCHOOL DIST  
SPOKANE COUNTY  
ISSAQUAH SCHOOL DIST 411  
ADAMS COUNTY FIRE DISTRICT  
ADAMS COUNTY HEALTH DISTRICT  
AFFILIATED HEALTH SERVICES  
ALDERWOOD WATER DISTRICT  
ANACORTES PORT OF  
ANACORTES SCHOOL DISTRICT 103  
ANNAPOLIS WATER DISTRICT  
ASOTIN COUNTY  
AUBURN SCHOOL DISTRICT 408  
BAINBRIDGE IS SCHOOL DISTRICT 303  
BAINBRIDGE ISLAND FIRE DEPARTMENT  
BAINBRIDGE ISLAND PARKS  
BATTLE GROUND SCHOOL DISTRICT 119  
BELLEVUE SCHOOL DISTRICT 405  
BELLINGHAM PORT OF  
BELLINGHAM SCHOOL DISTRICT 501  
BENTON COUNTY  
BENTON COUNTY FIRE DISTRICT

BENTON COUNTY PUD  
BENTON FRANKLIN COUNTY  
BENTON FRANKLIN PRIVE INDUST CNCL  
BENTON PORT OF  
BETHEL SCHOOL DISTRICT 403  
BIG BROTHERS BIG SISTERS OF KING CO  
BIRCH BAY WATER & SEWER DISTRICT  
BLANCHET SCHOOL DISTRICT  
BREMERTON KITSAP CO HEALTH DISTRICT  
BREMERTON PORT OF  
BREMERTON SCHOOL DISTRICT 100  
BURLINGTON EDISON SCHOOL DIST 100  
CANCER RESEARCH AND BOISTATISTICS  
CASCADE BLUE MT FD SHR  
CASCADE IRRIGATION DISTRICT  
CASHMERE SCHOOL DISTRICT 222  
CATHOLIC COMM SVCS OF KING CO  
CENTRAL KITSAP SCHOOL DISTRICT 401  
CENTRAL WAS COMP MENTAL HEALTH  
CENTRALIA SCHOOL DISTRICT 40  
CHEHALIS SCHOOL DISTRICT 302  
CHELAN COUNTY  
CHELAN COUNTY COMMUNITY HOSPITAL  
CHELAN COUNTY FIRE DISTRICT  
CHELAN COUNTY PUD 1  
CHELAN DOUGLAS COUNTY HEALTH DIST  
CHENEY CARE CENTER  
CHILD CARE RESOURCE & REFERRAL  
CHILDRENS THERAPY CENTER  
CHIMACUM SCHOOL DISTRICT 49  
CLALLAM COUNTY

CLALLAM COUNTY FIRE DISTRICT  
CLALLAM COUNTY HOSPITAL DISTRICT  
CLALLAM COUNTY PUD  
CLARK COUNTY  
CLARK COUNTY FIRE DISTRICT  
CLARK COUNTY PUD  
CLE ELUM-ROSLYN SCHOOL DISTRICT 404  
CLOVER PARK SCHOOL DISTRICT 400  
CNTRL WHIDBEY FIRE & RESCUE  
COAL CREEK UTILITY DISTRICT  
COALITION AGAINST DOMESTIC VIOLENCE  
COLUMBIA COUNTY  
COLUMBIA IRRIGATION DISTRICT  
COLUMBIA MOSQUITO CONTROL DISTRICT  
COMMUNITY CHRISTIAN ACADEMY  
COMMUNITY PSYCHIATRIC CLINIC  
COMMUNITY TRANSIT  
CONFEDERATED TRIBES OF CHEHALIS  
CONSOLIDATED DIKING IMPROVEMENT DIST  
CONSOLIDATED IRRIGATION  
COWLITZ COUNTY  
COWLITZ COUNTY FIRE DISTRICT  
COWLITZ COUNTY PUD  
CROSS VALLEY WATER DISTRICT  
DAYTON SCHOOL DISTRICT 2  
DOUGLAS COUNTY  
DOUGLAS COUNTY FIRE DISTRICT  
DOUGLAS COUNTY PUD  
DRUG ABUSE PREVENTION CENTER  
E COLUMBIA BASIN IRRIGATION DIST  
EAST WENATCHEE WATER  
EATONVILLE SCHOOL DIST 404  
EDMONDS SCHOOL DISTRICT 15  
EDUCATIONAL SERVICE DIST 114  
EDUCATIONAL SERVICE DISTRICT 113  
ELLENSBURG SCHOOL DIST 401  
ENUMCLAW SCHOOL DIST  
EVERETT PORT OF  
EVERETT PUBLIC FACILITIES DIST  
EVERGREEN MANOR INC  
EVERGREEN SCHOOL DIST 114  
FEDERAL WAY FD  
FERRY COUNTY  
FERRY COUNTY PUBLIC HOSPITAL  
FERRY OKAHOGAN FPD  
FOSS WATERWAY DEVELOPMENT AUTHORITY  
FRANKLIN COUNTY  
FRANKLIN COUNTY PUD  
FRANKLIN PIERCE SCHOOL DIST 402  
FRIDAY HARBOR PORT OF  
GARDENA FARMS IRRIGATION DIST 13  
GARFIELD COUNTY  
GRAND COULEE PROJECT  
GRANDVIEW SCHOOL DIST 116/200  
GRANITE FALLS SCHOOL DIST 332  
GRANT COUNTY  
GRANT COUNTY HEALTH DIST

GRANT COUNTY PUD  
GRAYS HARBOR COUNTY  
GRAYS HARBOR COUNTY FIRE DIST  
GRAYS HARBOR COUNTY PUD # 1  
GRAYS HARBOR PORT OF  
GRAYS HARBOR PUB DEV AUTH  
GRAYS HARBOR TRANSIT  
GRIFFIN SCHOOL DIST 324  
HARBORVIEW MEDICAL CENTER  
HAZEL DELL SEWER DIST  
HEALTHY MOTHERS HEALTHY BABIES COAL  
HIGHLINE SCHOOL DIST 401  
HIGHLINE WATER DIST  
HOMESIGHT  
HOPELINK  
HOQUIAM SCHOOL DIST 28  
HOUSING AUTHORITY OF PORTLAND  
ILWACO PORT OF  
INCHELIUM SCHOOL DIST 70  
ISLAND COUNTY  
ISLAND COUNTY FIRE DIST  
JEFFERSON COUNTY  
JEFFERSON COUNTY FIRE DIST  
JEFFERSON COUNTY LIBRARY  
JEFFERSON COUNTY PUD  
JEFFERSON GENERAL HOSPITAL  
KARCHER CREEK SEWER DIST  
KELSO SCHOOL DIST 458  
KENNEWICK GENERAL HOSPITAL  
KENNEWICK SCHOOL DISTRICT 17  
KENT SCHOOL DIST 415  
KETTLE FALLS SCHOOL DIST 212  
KING COUNTY  
KING COUNTY FIRE DIST  
KING COUNTY HOUSING AUTHORITY  
KING COUNTY LIBRARY  
KING COUNTY WATER SEWER  
KINGSTON PORT OF  
KITSAP COUNTY FIRE & RESCUE  
KITSAP COUNTY LIBRARY  
KITSAP COUNTY PUD 1  
KITITITAS COUNTY  
KITITITAS COUNTY PUD  
KITITITAS COUNTY RECLAMATION DIST  
KLICKITAT COUNTY  
KLICKITAT COUNTY PUD  
LAKE CHELAN RECLAMATION DIST  
LAKE STEVENS SCHOOL DIST 4  
LAKE WASHINGTON SCHOOL DIST 414  
LAKEHAVEN UTILITY DIST  
LAKEWOOD SCHOOL DIST 306  
LEWIS CO PUD 1  
LEWIS COUNTY  
LEWIS COUNTY FIRE DIST  
LEWIS PUBLIC TRANSPORTATION  
LIBERTY LAKE SEWER & WATER DIST  
LINCOLN COUNTY

LINCOLN COUNTY FIRE DIST  
LONGVIEW PORT OF  
LONGVIEW SCHOOL DIST 122  
LOTT WASTEWATER ALLIANCE  
LUMMI INDIAN NATION  
MANCHESTER WATER DIST  
MARYSVILLE SCHOOL DIST 25  
MASON COUNTY FIRE DIST  
MASON COUNTY PUD  
MEAD SCHOOL DIST 354  
METRO PARK DISTRICT OF TACOMA  
MID COLUMBIA LIBRARY  
MIDWAY SEWER DISTRICT  
MONROE SCHOOL DIST 103  
MORTON SCHOOL DIST 214  
MOSES LAKE PORT OF  
MOUNT BAKER SCHOOL DIST  
MT VERNON SCHOOL DISTRICT 320  
MUKILTEO SCHOOL DIST 6  
MUKILTEO WATER DIST  
NAVAL STATION EVERETT  
NE TRI COUNTY HEALTH DIST  
NORTH CENTRAL REGIONAL LIBRARY DIST  
NORTH KITSAP SCHOOL DIST 400  
NORTH SHORE UTILITY DISTRICT  
NORTH THURSTON SCHOOL DISTRICT  
NORTHSHORE SCHOOL DIST 417  
NORTHWEST KIDNEY CTR  
NORTHWEST WORK FORCE DEVELOPMENT CO  
NW REGIONAL COUNCIL  
OAK HARBOR SCHOOL DIST 201  
OAKVILLE SCHOOL DIST 400  
OCOSTA SCHOOL DIST 172  
OKANOGAN COUNTY  
OKANOGAN COUNTY FIRE DIST  
OKANOGAN COUNTY PUD  
OKANOGAN SCHOOL DISTRICT  
OLYMPIA PORT OF  
OLYMPIA SCHOOL DISTRICT 111  
OLYMPIA THURSTON CHAMBER FOUNDATION  
OLYMPIC AREA AGENCY ON AGING  
OLYMPIC MEMORIAL HOSPITAL DIST  
OLYMPIC REGION CLEAN AIR AGENCY  
OLYMPIC VIEW WATER & SEWER DIST  
OLYMPUS TERRACE SEWER DIST  
PACIFIC COUNTY  
PACIFIC COUNTY FIRE  
PARATRANSIT SERVICES  
PASCO SCHOOL DIST  
PEND OREILLE COUNTY CONSERV DIST  
PEND OREILLE COUNTY PUB HOSP DIST  
PEND OREILLE COUNTY PUD  
PENINSULA SCHOOL DISTRICT 401  
PERRY TECHNICAL INSTITUTE  
PIERCE COUNTY  
PIERCE COUNTY FIRE DIST  
PORT ANGELES PORT OF

PORT ANGELES SCHOOL DISTRICT 121  
PRESCOTT SCHOOL DIST  
PUGET SOUND CLEAN AIR AGENCY  
PUGET SOUND SCHOOL DIST  
QUINCY COLUMBIA BASIN IRRIG DIST  
RICHLAND SCHOOL DIST 400  
S KITSAP SCHOOL DISTRICT 402  
S SNOHOMISH CO PUBLIC FAC DIST  
SAFEPLACE  
SAMISH WATER DIST  
SAMMAMISH WATER AND SEWER DIST  
SAN JUAN COUNTY  
SAN JUAN COUNTY FIRE DIST  
SEA MAR COMM HEALTH CTR  
SEATTLE JEWISH PRIMARY SCHOOL  
SEATTLE PORT OF  
SEATTLE SCHOOL DIST 1  
SEATTLE UNIVERSITY  
SECOND AMENDMENT FOUNDATION  
SECOND CHANCE INC  
SENIOR OPPORTUNITY SERVICES  
SHELTON SCHOOL DISTRICT 309  
SILVERDALE WATER  
SKAGIT COUNTY  
SKAGIT COUNTY CONSERVATION DIST  
SKAGIT COUNTY FIRE DIST  
SKAGIT COUNTY ISLAND HOSPITAL  
SKAGIT COUNTY PORT OF  
SKAGIT COUNTY PUD 1  
SKAGIT TRANSIT  
SKAMANIA COUNTY  
SKOOKUM INC  
SNOHOMISH COUNTY LIBRARY  
SNOHOMISH COUNTY PUD  
SNOHOMISH HEALTH DISTRICT  
SNOHOMISH SCHOOL DISTRICT 201  
SOAP LAKE SCHOOL DISTRICT 156  
SOOS CREEK WATER AND SEWER DIST  
SOUND TRANSIT  
SOUTH COLUMBIA BASIN IRRIG DIST  
SOUTH EAST EFFECTIVE DEVELOPMENT  
SOUTH SOUND MENTAL HEALTH SERVICES  
SOUTHWEST YOUTH & FAMILY SERVICES  
SPECIAL MOBILITY SERVICES INC  
SPOKANE CO AIR POLLUTION CNTRL  
AUTHORITY  
SPOKANE COUNTY FIRE DIST  
SPOKANE COUNTY LIBRARY  
SPOKANE SCHOOL DISTRICT 81  
ST JOSEPH/MARQUETTE SCHOOL  
STANWOOD SCHOOL DIST 410  
STEVENS COUNTY  
STEVENS COUNTY PUD  
STILLAGUAMISH TRIBE OF INDIANS  
SUMNER SCHOOL DISTRICT 320  
SUNNYSIDE PORT OF  
SUNNYSIDE SCHOOL DISTRICT 201

SUQUAMISH TRIBE  
 SW CLEAN AIR AGENCY  
 SWINOMISH TRIBE  
 TACOMA DAY CHILD CARE AND PRESCHOOL  
 TACOMA MUSICAL PLAYHOUSE  
 TACOMA PORT OF  
 TACOMA SCHOOL DISTRICT 10  
 TACOMA-PIERCE CO  
 TAHOMA SCHOOL DISTRICT 409  
 TERRACE HEIGHTS SEWER DISTRICT  
 THURSTON COMMUNITY TELEVISION  
 THURSTON COUNTY  
 THURSTON COUNTY CONSERVATION DIST  
 THURSTON COUNTY FIRE DISTRICT  
 TOPPENISH SCHOOL DISTRICT 202  
 TOUCHET SD 300  
 TRIUMPH TREATMENT SERVICES  
 TUKWILA SCHOOL DIST 406  
 TUMWATER SCHOOL DISTRICT 33  
 U S DEPARTMENT OF TRANSPORTATION  
 UNITED WAY OF KING COUNTY  
 UNIVERSITY PLACE SCHOOL DIST  
 UPPER SKAGIT INDIAN TRIBE  
 VAL VUE SEWER DISTRICT  
 VALLEY TRANSIT  
 VALLEY WATER DISTRICT  
 VANCOUVER PORT OF  
 VANCOUVER SCHOOL DISTRICT 37  
 VASHON ISLAND SCHOOL DISTRICT 402  
 VERA IRRIGATION  
 VETERANS ADMINISTRATION  
 VOLUNTEERS OF AMERICA  
 WA ASSOC OF SCHOOL ADMINISTRATORS  
 WA ASSOC SHERIFFS & POLICE CHIEFS  
 WA GOVERNMENTAL ENTITY POOL  
 WA LABOR COUNCIL AFL-CIO  
 WA PUBLIC PORTS ASSOCIATION  
 WA RESEARCH COUNCIL  
 WA ST ASSOCIATION OF COUNTIES

WA STATE PUBLIC STADIUM AUTHORITY  
 WAHKIAKUM COUNTY  
 WALLA WALLA COLLEGE  
 WALLA WALLA COUNTY  
 WALLA WALLA COUNTY FIRE DISTRICT  
 WALLA WALLA PORT OF  
 WALLA WALLA SD 140  
 WASHINGTON ASSOCIATION  
 WASHINGTON COUNTIES RISK POOL  
 WASHINGTON FIRE COMMISSIONERS ASSOC  
 WASHINGTON HEALTH CARE ASSOCIATION  
 WASHINGTON PUBLIC AFFAIRS NETWORK  
 WASHINGTON STATE MIGRANT COUNCIL  
 WEST VALLEY SCHOOL DISTRICT 208  
 WEST VALLEY SCHOOL DISTRICT 363  
 WESTERN FOUNDATION THE  
 WHATCOM CONSERVATION DIST  
 WHATCOM COUNTY  
 WHATCOM COUNTY FIRE DISTRICT  
 WHATCOM COUNTY RURAL LIBRARY DIST  
 WHIDBEY GENERAL HOSPITAL  
 WHITMAN COUNTY  
 WHITWORTH WATER  
 WILLAPA COUNSELING CENTER  
 WILLAPA VALLEY SCHOOL DISTRICT 160  
 WILLAPA VALLEY WATER DISTRICT  
 WINLOCK SCHOOL DISTRICT 232  
 WOODINVILLE FIRE & LIFE SAFETY DIST  
 WOODLAND PORT OF  
 YAKIMA COUNTY  
 YAKIMA COUNTY FIRE DISTRICT  
 YAKIMA COUNTY REGIONAL LIBRARY  
 YAKIMA SCHOOL DISTRICT 7  
 YAKIMA VALLEY FARMWORKERS CLINIC  
 YAKIMA-TIETON IRRIGATION DISTRICT  
 YELM COMMUNITY SCHOOL DISTRICT  
 YMCA - TACOMA PIERCE COUNTY  
 YMCA OF GREATER SEATTLE

\*Washington State cities and other unnamed Washington State local and municipal agencies may also utilize the resulting Master Price Agreement; provided they enter into the Intergovernmental Cooperative Purchasing Agreement.

## ATTACHMENT H LOCAL GOVERNMENT UNITS BY STATE

### Oregon's Incorporated Cities

Adair Village	Donald	John Day	Nyssa	Tangent
Adams	Drain	Johnson City	Oakland	The Dalles
Adrian	Dufur	Jordan Valley	Oakridge	Tigard
Albany	Dundee	Joseph	Ontario	Tillamook
Amity	Dunes City	Junction City	Oregon City	Toledo
Antelope	Durham	Keizer	Paisley	Troutdale
Arlington	Eagle Point	King City	Pendleton	Tualatin
Ashland	Echo	Klamath Falls	Philomath	Turner
Astoria	Elgin	La Grande	Phoenix	Ukiah
Athens	Elkton	La Pine	Pilot Rock	Umatilla
Aumsville	Enterprise	Lafayette	Port Orford	Union
Aurora	Estacada	Lake Oswego	Portland	Unity
Baker City	Eugene	Lakeside	Powers	Vale
Bandon	Fairview	Lakeview	Prairie City	Veneta
Banks	Falls City	Lebanon	Prescott	Vernonia
Barlow	Florence	Lexington	Prineville	Waldport
Bay City	Forest Grove	Lincoln City	Rainier	Wallowa
Beaverton	Fossil	Lonerock	Redmond	Warrenton
Bend	Garbaldi	Long Creek	Reedsport	Wasco
Boardman	Gaston	Lostine	Richland	Waterloo
Bonanza	Gates	Lowell	Riddle	West Linn
Brookings	Gearhart	Lyons	Rivergrove	Westfir
Brownsville	Gervais	Madras	Rockaway	Weston
Burns	Gladstone	Malin	Rogue Beach	Wheeler
Butte Falls	Glendale	Manzanita	Roseburg	Willamina
Canby	Gold Beach	Maupin	Rufus	Wilsonville
Cannon Beach	Gold Hill	Maywood Park	Salem	Winston
Canyon City	Granite	McMinnville	Scappoose	Wood Village
Canyonville	Grants Pass	Medford	Scio	Woodburn
Carlton	Grass Valley	Merrill	Scott Mills	Yachats
Cascade Locks	Greenhorn	Metolius	Seaside	Yamhill
Cave Junction	Gresham	Mill City	Seneca	Yoncalla
Central Point	Haines	Millersburg	Shady Cove	
Chiloquin	Halfway	Milton-Freewater	Shaniko	
Clatskanie	Halsey	Milwaukie	Sheridan	
Coburg	Harrisburg	Mitchell	Sherwood	
Columbia City	Helix	Molalla	Siletz	
Condon	Heppner	Monmouth	Silverton	
Coos Bay	Hermiston	Monroe	Sisters	
Coquille	Hillsboro	Monument	Sodaville	
Cornelius	Hines	Moro	Spray	
Corvallis	Hood River	Mosier	Springfield	
Cottage Grove	Hubbard	Mt. Angel	St. Helens	
Cove	Huntington	Mt. Vernon	St. Paul	
Creswell	Idanha	Myrtle Creek	Stanfield	
Culver	Imbler	Myrtle Point	Stayton	
Dallas	Independence	Nehalem	Sublimity	
Damascas	Ione	Newberg	Summerville	
Dayton	Irrigon	Newport	Sumpter	
Dayville	Island City	North Bend	Sutherlin	
Depoe Bay	Jacksonville	North Plains	Sweet Home	
Detroit	Jefferson	North Powder	Talent	

This may not be a complete list of all Oregon cities, but all other Oregon cities shall be incorporated by this reference.

### Idaho's Incorporated Cities

Aberdeen	Dietrich	Heyburn	Middleton	Salmon
Acequia	Donnelly	Hidden Springs	Montpelier	Sandpoint
Albion	Dover	Horseshoe Bend	Moscow	Shelley
American Falls	Downey	Idaho City	Mountain Home	Shoshone
Ammon	Driggs	Idaho Falls	Murray	Soda Springs
Arco	Eagle	Island Park	Nampa	Spirit Lake
Ashton	Elk City	Juliaetta	New Plymouth	St. Maries
Bancroft	Emmett	Kamiah	Nezperce	Stanley
Bellevue	Fairfield	Kellogg	Orofino	Star
Boise	Franklin	Ketchum	Parma	Stites
Bonnors Ferry	Fruitland	Kimberly	Payette	Sugar City
Buhl	Garden City	Kooskia	Pierce	Sun Valley
Burley	Garden Valley	Kuna	Pocatello	Tetonia
Caldwell	Genesee	Lava Hot Springs	Post Falls	Troy
Cambridge	Glenns Ferry	Lewiston	Potlatch	Twin Falls
Carey	Gooding	MacKay	Preston	Victor
Cascade	Grace	Malad	Priest River	Wallace
Challis	Grandjean	Malta	Rathdrum	Wardner
Chubbuck	Grangeville	Marsing	Rexburg	Weippe
Coeur d' Alene	Hailey	McCall	Richfield	Weiser
Cottonwood	Harrison	McCammon	Rigby	Wendell
Council	Hauser	Melba	Riggins	Whitebird
Dalton Gardens	Hayden	Meridian	Rupert	

This may not be a complete list of all Idaho cities, but all other Idaho cities shall be incorporated by this reference.

### Idaho's Counties

Ada	Bonneville	Custer	Kootenai	Owyhee
Adams	Boundary	Elmore	Latah	Payette
Bannock	Butte	Franklin	Lemhi	Power
Bear Lake	Camas	Fremont	Lewis	Shoshone
Benewah	Canyon	Gem	Lincoln	Teton
Bingham	Caribou	Gooding	Madison	Twin Falls
Blaine	Cassia	Idaho	Minidoka	Valley
Boise	Clark	Jefferson	Nez Perce	Washington
Bonner	Clearwater	Jerome	Oneida	

This may not be a complete list of all Idaho local government units, but all other Idaho local government units shall be incorporated by this reference.

# ATTACHMENT I HAWAII STATE REQUIREMENTS

## PARTICIPATING ADDENDUM

*(hereinafter "Addendum")*

For

Add description of goods & services

MASTER AGREEMENT NO. Add contract no.

*(hereinafter "Master Agreement")*

Between

Insert Contractor Name

*(hereinafter "Contractor")*

and

State of Hawaii

*(hereinafter "Participating State")*

State of Hawaii, State Procurement Office (SPO) Price List Contact No. add PL No.

This Addendum will add the State of Hawaii as a Participating State to purchase from the Master Agreement Number insert contract number with insert contractor name.

1. Scope:

This addendum covers describe services lead by insert lead State for use by state agencies and other entities located in the Participating State authorized by the state's statutes to utilize state contracts.

2. Participation:

All jurisdictions located within the State of Hawaii, which have obtained prior written approval by its Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the non-profit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.

3. Changes: Replace with specific changes or statements that no changes are required

A. Usage Reports. Contractor shall submit a quarterly State of Hawaii gross sales report to the Participating State contact person listed in Paragraph 5 (or as amended), below, in accordance with the following schedule (or as required):

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The quarterly report will be subtotaled by each Purchasing Entity. The quarterly report shall also include any adjustments from prior periods.

- B. The validity of this Addendum, any of its terms or provisions, as well as the right and duties of the parties in this Addendum, shall be governed by the laws of the State of Hawaii. A copy of the Attorney General's General Conditions can be found at <http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf>. Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.
- C. Inspection of Facilities. Pursuant to HRS § 103D-316, the Participating State, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of a Master Agreement and this Addendum.
- D. Campaign Contributions. The Contractor is notified of the applicability of HRS § 11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the contractor is paid with funds appropriated by the Hawaii State Legislature.
- E. Purchases by State of Hawaii government entities under this Master Agreement is not mandatory. This Addendum is secondary and non-exclusive.
- F. The State of Hawaii's purchasing card (pCard) is required to be used by the States executive departments/agencies (excluding the Department of Education, the Hawaii Health System Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for all orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit or issue a purchase order.

Contractor(s) shall forward original invoice(s), directly to the ordering agency. General excise tax shall not be applied to the delivery charge.

Pursuant to HRS § 103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS § 103-10.

- G. Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.
  - 1. Chapter 237, General Excise Tax Law;
  - 2. Chapter 383, Hawaii Employment Security Law;
  - 3. Chapter 386, Workers' Compensation;
  - 4. Chapter 392, Temporary Disability Insurance;
  - 5. Chapter 393, Prepaid Health Care Act; and
  - 6. Certificate of Good Standing for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance on HCE throughout the term of the Addendum.



H. Effective Date and Contract Period. This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

4. Lease Agreements:

Leasing is not authorized by this Addendum

5. Primary Contact:

The primary contact individual for this Addendum are as follows (or their named successors:

Participating State

Name: Name of purchasing specialist  
Address: State Procurement Office  
1151 Punchbowl Street, Room 416  
Honolulu, HI 96813  
Telephone: phone number  
Fax: (808) 586-0570  
E-Mail: specialist e-mail address

Contractor

Name:  
Address:  
Telephone:  
Fax:  
E-Mail:

6. Subcontractors:

Subcontractors are (or are not) allowed under this Addendum.

7. Freight Charges (unless otherwise stated in the master contract):

Prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

8. Purchase Order and Payment Instructions:

All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number and Price List Contract Number.

- Purchase Orders and Payments shall be made to add contractor name or authorized subcontractors, if any.

9. Participating Entity as Individual Customer:

Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the terms and conditions of the

Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for their purchases. The Contractor will apply the charges to each Participating Entity individually.

10. Entire Contract:

This Addendum and the Master Agreement set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Master Agreement, and supersedes any prior communications, representations or agreements whether, oral or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, that are included in any purchase order or otherwise shall be void. The terms and conditions of this Addendum and the Master Agreement shall govern in the case of any such inconsistent, contrary, or additional terms.

IN VIEW OF THE ABOVE, the parties execute this Addendum by their signatures, on the dates below.

Participating State: STATE OF HAWAII	Contractor:
Signature:	Signature:
Name: SARAH ALLEN	Name:
Title: Administrator, SPO	Title:
Date:	Date:

**APPROVED AS TO FORM:**

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Deputy Attorney General

## **First Amendment to Firefighting Equipment Master Price Agreement**

### **Product Adjustment**

This Amendment to the Master Price Agreement is entered into this 3rd day of November, 2017 by PUBLIC PROCUREMENT AUTHORITY ("Purchaser") and L.N. Curtis and sons (CURTIS) ("Vendor") based upon the sales and/or service of Firefighting Equipment.

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about June 19, 2017 and by this reference incorporated herein; and

WHEREAS, 4.9 of the Master Price Agreement permits that new products that meet the scope of work may be added to the Master Price Agreement; and

WHEREAS, Vendor included helmets and other equipment and parts related to firefighting equipment in its response; and

WHEREAS, Vendor has provided notice it began supplying MSA helmets and portable instruments and parts; and

WHEREAS, Vendor has provided notice on or about October 24, 2017 to add MSA helmets and portable instruments and parts to the Master Price Agreement at equivalent or better discount off list pricing for helmets and other equipment and parts related to firefighting equipment already included in the Master Price Agreement; and

WHEREAS, Vendor included firefighting foam in its response; and

WHEREAS, Vendor has provided notice it began supplying Solberg firefighting foam; and

WHEREAS, Vendor has provided notice on or about November 2, 2017 to add Solberg firefighting foam to the Master Price Agreement at equivalent or better discount off list pricing firefighting foam already included in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product addition;

NOW, THEREFORE, Purchaser and Vendor enter into the following:

## AMENDMENT TO MASTER PRICE AGREEMENT FOR FIREFIGHTING EQUIPMENT

### 1. Adjustment to Product Offering on Firefighting Equipment.

Attachment A to the Master Purchase Agreement shall be amended in part to include the follow new product lines:

Product Category	Description	Discount
Category 1	MSA Fire & Rescue Helmets	25%
Category <del>8</del> <sup>11</sup>	Solberg Firefigting Foam	5%
Category 12	MSA Portable Instruments	10%
Category 12	MSA Portable Instruments Parts	5%

The product offering and discounts for all other commodities remain unchanged.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

2. Full Force and Effect. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about June 19, 2017 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

**IN WITNESS WHEREOF**, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AUTHORITY:

Heidi Arnold

Date November 3, 2017

BY: Heidi Arnold

ITS: Contract Manager

L.N. CURTIS & SONS:

Nick Lawrence

Date November 3, 2017

BY: Nick Lawrence

ITS: Director, Special Programs

**PUBLIC PROCUREMENT AUTHORITY**  
**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 ("PPA" or "Purchaser") and L.N. Curtis and sons (CURTIS) ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain Firefighting Equipment and related products and services, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, the Vendor was awarded the opportunity to complete a Master Price Agreement with the Public Procurement Authority as a result of its response to Request for Proposal No. 1605 for Firefighting Equipment; and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba FireRescue GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1605 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, herein after referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the Public Procurement Authority, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.5 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this agreement.

1.11 “Parties” shall mean the Purchaser and Vendor.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing

contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. PPA may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The vendor retains authority to negotiate above and beyond the terms of this agreement to meet the customer or vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) Vendor's Proposal; and
- (iii) The RFP.

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists.

Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon

### **ARTICLE 3 – TERM AND TERMINATION**

3.1 The initial contract term shall be for three (3) calendar years from the effective date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the initial term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

### **ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY**

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, FireRescue GPO and Law Enforcement GPO members upon execution of the IGA.



4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination as follows: CURTIS will provide a quote to all State of Hawaii inquiries requesting to "piggy-back" on any resulting contract between CURTIS and the PPA. CURTIS price quotes for Hawaiian inquiries will be FOB: Destination that will be calculated using the following formula: list price less the brand discount plus an estimated freight charge. CURTIS will estimate freight by using the UPS freight calculator listed at [UPS Freight Calculator](https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) ([https://wwwapps.ups.com/fctc/timeandcost?loc=en\\_US&ActionOriginPair=SeamlessExperience\\_StartSession&FREIGHT\\_TYPE=LTL](https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL)) other calculators made publically available by other shipping companies. CURTIS will always seek best value for our customers.

CURTIS will provide a quote to all other states in the contiguous 48 plus Alaska requesting to "piggy-back" on any resulting contract between CURTIS and the PPA. CURTIS quoted prices for shipments to the continental USA plus Alaska will be FOB: Origin and will be calculated using the following formula: list price less the brand discount.

The customer invoice will include actual freight charges as a separate line item.. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and

terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

4.9 New products that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements.

## **ARTICLE 5 – INSURANCE**

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers'

Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty-days (30-days) prior written notice to the Lead Contracting Agency.

## **ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS**

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring

parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

## **ARTICLE 7 – WARRANTIES**

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

## **ARTICLE 8 - INSPECTION AND REJECTION**

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

## **ARTICLE 9 – SUBSTITUTIONS**

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

## **ARTICLE 10 - COMPLIANCE WITH LAWS**

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

## **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

## **ARTICLE 12 - RIGHT TO AUDIT**

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

## **ARTICLE 13 - REMEDIES**

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

## **ARTICLE 14 - RELATIONSHIP OF PARTIES**

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

## **ARTICLE 15 - NOTICES**

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:  
Public Procurement Authority  
25030 SW Parkway Ave.  
Suite 330  
Wilsonville OR 97070  
ATTN: Heidi Arnold

If to Vendor:  
L.N. Curtis and sons  
1800 Peralta Street  
Oakland, CA 94067  
ATTN: Nick Lawrence

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

## **ARTICLE 16 - FORCE MAJEURE**

Except for Purchaser's obligation to pay for products and services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

## **ARTICLE 17 - WAIVER**

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any

other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

#### **ARTICLE 18 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

#### **ARTICLE 19 - SEVERABILITY**

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

#### **ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT**

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

#### **ARTICLE 21 - HEADINGS**

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

#### **ARTICLE 22 - MODIFICATIONS**

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor

and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

### **ARTICLE 23 - GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon or in the case of a Participating Agency's use of this agreement, the laws of the state in which the Participating Agency exists, without regard to its choice of law provisions.

### **ARTICLE 24 - COUNTERPARTS**

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: Heidi Arnold  
Printed Name: Heidi Arnold

Title: Contract Manager  
Public Procurement Authority

Dated: June 19, 2017

VENDOR:

Signature: Nick Lawrence  
Printed Name: Nick Lawrence

Title: Director, Special Programs  
L.N. Curtis and sons (CURTIS)

Dated: June 19, 2017



## ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Category 1:		Firefighting Equipment	
South Park	Current Catalog	Adapters	25%
Seco	Current Catalog	Bags	5%
RIT Safety Solutions	Current Catalog	Bags, Rit	5%
Fire Innovations	Current Catalog	Belts, Ladder	5%
Gemtor	Current Catalog	Belts, Ladder	10%
Cosmas	Current Catalog	Boots, Firefighting Leather	5%
Cosmas	Current Catalog	Boots, Firefighting Leather	5%
Globe	Current Catalog	Boots, Firefighting Leather	27%
Honeywell Footwear	Current Catalog	Boots, Firefighting Leather	25%
Cosmas	Current Catalog	Boots, Firefighting Rubber	5%
Honeywell Footwear	Current Catalog	Boots, Firefighting Rubber	25%
Danner/LaCrosse	Current Catalog	Boots, Station Leather	25%
Whites Boots	Current Catalog	Boots, Wildland Leather	10%
Danner/LaCrosse	Current Catalog	Boots, Wildland Leather	25%
Cosmas	Current Catalog	Boots, Wildland Leather	5%
Performance Advantage	Current Catalog	Brackets, Mounting	5%
ECMS, Inc.	Current Catalog	Care & Maintenance, PPE	Net
Pelican Case	Current Catalog	Cases	25%
Crew Boss	Current Catalog	Clothing, Rescue	5%
Globe	Current Catalog	Clothing, Rescue / EMS Ensembles	5%
Blauer Uniforms	Current Catalog	Clothing, Station and Outerwear Ensembles	20%
Crew Boss	Current Catalog	Clothing, Station Wear	5%
Workrite Uniforms	Current Catalog	Clothing, Station Wear	5%
5.11 Tactical	Current Catalog	Clothing, Tactical Ensembles	30%
Crew Boss	Current Catalog	Clothing, Wildland Ensembles	5%
PGI	Current Catalog	Clothing, Wildland Ensembles	20%
Gosport	Current Catalog	Covers & Tarps, Salvage	15%
ESS Goggles	Current Catalog	Eye protection	5%
Super Vac	Current Catalog	Fans	20%
Paul Conway	Current Catalog	Fronts, Helmets	Net

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
American Honda	Current Catalog	Generators	5%
Firecraft	Current Catalog	Gloves, Extrication	5%
Ringers	Current Catalog	Gloves, Extrication	10%
Shelby	Current Catalog	Gloves, Extrication	20%
Tech Trade (Pro-tech)	Current Catalog	Gloves, Extrication	5%
Firecraft	Current Catalog	Gloves, Firefighting	5%
Shelby	Current Catalog	Gloves, Firefighting	18%
Tech Trade (Pro-tech)	Current Catalog	Gloves, Firefighting	5%
Firecraft	Current Catalog	Gloves, Wildland Firefighting	5%
Shelby	Current Catalog	Gloves, Wildland Firefighting	20%
Tech Trade (Pro-tech)	Current Catalog	Gloves, Wildland Firefighting	5%
Bullard Helmets	Current Catalog	Helmets, Firefighting	25%
Paul Conway	Current Catalog	Helmets, Firefighting	Net
Bullard	Current Catalog	Helmets, Wildland Firefighting	25%
PGI	Current Catalog	Hoods, Wildland	10%
Duo Safety	Current Catalog	Ladders	10%
Sam Carbis	Current Catalog	Ladders	5%
Akron GFE lighting	Current Catalog	Lighting and mounts	20%
Foxfury	Current Catalog	Lighting and mounts	13%
Koehler/Brightstar	Current Catalog	Lighting and mounts	15%
Streamlight	Current Catalog	Lighting and mounts	30%
Pelican Lights	Current Catalog	Lighting and mounts	25%
Ziamatic	Current Catalog	Mounts, brackets and tools	25%
Ziamatic	Current Catalog	Mounts, brackets and tools	25%
Wolfpack	Current Catalog	Packs, Wildland	20%
American Honda	Current Catalog	Pumps	5%
Groves Ready Rack	Current Catalog	Rack, Clothing	10%
Hotshield	Current Catalog	Respiratory Protection, Wildland	5%
Super Vac	Current Catalog	Saws	20%
Super Vac	Current Catalog	Smoke machines	20%
Fol-Da-Tank	Current Catalog	Tank, Portable Water	25%
Husky	Current Catalog	Tank, Portable Water	25%
Bullard	Current Catalog	Thermal Imagers	5%
Nupla/QEP	Current Catalog	Tools, Firefighting	25%
Globe	Current Catalog	Turnout Ensemble, Carins (REACTION) style	40%
Globe	Current Catalog	Turnout Ensemble, CLASSIX Metro style	40%
Globe	Current Catalog	Turnout Ensemble, CLASSIX style	40%
Globe	Current Catalog	Turnout Ensemble, G-XCEL style	40%

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Globe	Current Catalog	Turnout Ensemble, G-XTREME style	40%
Tempest	Current Catalog	Ventilation	12%
Euramco	Current Catalog	Ventilation	10%
South Park	Current Catalog	Wrenches	25%
Category 2:		Firefighting Attack Tools	
Leatherhead tools	Current Catalog	Axes	25%
MK Diamond	Current Catalog	Blades, Saw	5%
Warthog	Current Catalog	Blades, Saw	Net
Ziamatic	Current Catalog	Brackets	25%
Rhyno Windshield Cutter	Current Catalog	Cutter, Windshield	Net
Wehr	Current Catalog	Saw, Windshield Glass	10%
Stihl (Pacific Stihl)	Current Catalog	Saws	Net
Cutters Edge	Current Catalog	Saws, Rescue	5%
Husqvarna	Current Catalog	Saws, Rescue	20%
Tempest	Current Catalog	Saws, Rescue	12%
Ziamatic	Current Catalog	Tool, Hand	25%
Paratech	Current Catalog	Tools, Air Lifting Bags	5%
Cooper Tool	Current Catalog	Tools, Bolt Cutters	20%
K-Tool	Current Catalog	Tools, Entry	5%
Fire Hooks	Current Catalog	Tools, Firefighting Attack	5%
Nupla/QEP	Current Catalog	Tools, Firefighting Attack	25%
Paratech	Current Catalog	Tools, Forcible Entry	5%
Council Tools	Current Catalog	Tools, Hand, Firefighting Attack	25%
Paratech	Current Catalog	Tools, Stabilization	5%
Rescue 42	Current Catalog	Tools, Stabilization, Struts	Net
Paratech	Current Catalog	Tools, Trench Rescue	5%
Tempest	Current Catalog	Ventilation	12%
EZ-Spanner	Current Catalog	Wrenches, Ratchet Hydrant	Net
Category 3:		Extraction Tools and Supplies	
Ajax	Current Catalog	Chisels, Pneumatic	5%
Special Service	Current Catalog	Chisels, Pneumatic	Net
Tractel Grip Hoist	Current Catalog	Come-a-long	Net
Turtle Plastics	Current Catalog	Cribbing	5%
Skedco	Current Catalog	Patient handling	Net
Husqvarna	Current Catalog	Saws	20%
Cutters Edge	Current Catalog	Saws	5%
Tempest	Current Catalog	Saws, Rescue	12%
Tempest	Current Catalog	Smoke machine	12%

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Paratech	Current Catalog	Tools, Air Lifting Bags	5%
Paratech	Current Catalog	Tools, Forcible Entry	5%
Hurst 10,000psi Jaws of Life	Current Catalog	Tools, Rescue Hydraulic	10%
Hurst 5,000psi Jaws of Life	Current Catalog	Tools, Rescue Hydraulic	10%
Hurst Strong Arm	Current Catalog	Tools, Rescue Hydraulic	2%
Hurst e-Draulics Jaws-of-Life	Current Catalog	Tools, Rescue Hydraulic, Battery-Powered	10%
Paratech	Current Catalog	Tools, Stabilization	5%
Rescue 42	Current Catalog	Tools, Stabilization, Struts	Net
Paratech	Current Catalog	Tools, Trench Rescue	5%
Tempest	Current Catalog	Ventilation	12%
Category 4:		Search and Rescue Equipment	
Savox	Current Catalog	Camera Systems, Search	5%
Zistos	Current Catalog	Camera Systems, Search & Rescue	Net
Smith Detection	Current Catalog	Detection	Net
Draeger Gas Detection	Current Catalog	Detection	5%
Honeywell Rae Systems Detection	Current Catalog	Detection	5%
Industrial Scientific	Current Catalog	Detection	5%
Mustang Survival	Current Catalog	Dry Suits	5%
Coleman -Stearns	Current Catalog	Dry Suits	5%
Petzel (Evac Systems)	Current Catalog	Hardware, Rope	5%
PMI	Current Catalog	Hardware, Rope	10%
Yates	Current Catalog	Hardware, Rope	5%
CMC	Current Catalog	Harnesses	10%
Duo Safety Ladders	Current Catalog	Ladders	10%
Sam Carbis	Current Catalog	Ladders	5%
Wing Enterprises/Little Giant Ladders	Current Catalog	Ladders	5%
Simulaids	Current Catalog	Mannequins, Training Aids	5%
Skedco	Current Catalog	Patient Handling	Net
Mustang Survival	Current Catalog	Personal Floatation Devices	5%
Coleman -Stearns	Current Catalog	Personal Floatation Devices	5%
CMC	Current Catalog	Rope	10%
Petzel (Evac Systems)	Current Catalog	Rope	5%
PMI	Current Catalog	Rope	10%
Yates	Current Catalog	Rope	5%
Bullard Thermal Imagers	Current Catalog	Thermal Imagers	5%
CMC	Current Catalog	Tools, Rescue	10%
Zistos	Current Catalog	Video Systems, Search & Rescue	5%

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Category 5:		Firefighting and Firefighter Training	
Simulaids	Current Catalog	Mannequins, Training Aids	5%
Kidde	Current Catalog	Simulators, Firefighting Training Systems	Net
Fire Facilities	Current Catalog	Simulators, Firefighting Training Systems	Net
Fire- Vent	Current Catalog	Simulators, Firefighting Training Systems	Net
Weis Safety	Current Catalog	Simulators, Firefighting Training Systems	Net
Blast Mask	Current Catalog	Simulators, SCBA Training Systems	10%
Weis Safety	Current Catalog	Testing, Nozzle	Net
Firefighters Bookstore	Current Catalog	Training, Books	10%
Category 6:		Hazardous Material (HAZMAT) Equipment	
Tingley	Current Catalog	Boots, HAZMAT	25%
New Pig	Current Catalog	Clean-Up, HAZMAT	Net
Savox Con Space	Current Catalog	Communications	5%
Western Shelters	Current Catalog	Decon, HAZMAT (showers, pools, wands)	5%
Miti	Current Catalog	Decon, HAZMAT (showers, pools, wands)	5%
Honeywell Rae Systems	Current Catalog	Detection, HAZMAT	5%
Industrial Scientific	Current Catalog	Detection, HAZMAT	5%
Honeywell BW	Current Catalog	Detection, HAZMAT	5%
Smith Detection	Current Catalog	Detection, HAZMAT	Net
Fluke	Current Catalog	Detection, Heat	Net
SE International	Current Catalog	Detection, Radiation	Net
Indian Springs	Current Catalog	Kit, Chlorine Emergency, HAZMAT	Net
Husky	Current Catalog	Pools and tanks	25%
Fol-da-tank	Current Catalog	Pools and tanks	25%
Draeger	Current Catalog	Protective Ensembles, HAZMAT	5%
Kappler	Current Catalog	Protective Ensembles, HAZMAT	25%
DuPont	Current Catalog	Protective Ensembles, HAZMAT	20%
Lakeland	Current Catalog	Protective Ensembles, HAZMAT	25%
Avon	Current Catalog	Respiratory Protection	5%
Honeywell	Current Catalog	Respiratory Protection	15%
Draeger	Current Catalog	Respiratory Protection	15%
Air Shelters USA/Zumro	Current Catalog	Shelters	5%
FSI North America	Current Catalog	Shelters	10%
Euramco - Ram Fam	Current Catalog	Ventilation Systems	10%
Allegro	Current Catalog	Ventilation Systems	5%
Tempest	Current Catalog	Ventilation Systems	12%
Blowhard	Current Catalog	Ventilation Systems	2%
Coastal Environmental	Current Catalog	Weather Stations	Net



Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
<b>Category 7:</b>		<b>Fire Extinguishers</b>	
Fountainhead Indian Pump	Current Catalog	Backpack, Wildland Fire Extinguisher	25%
Ansul	Current Catalog	Fire extinguishers	25%
Amerex	Current Catalog	Fire extinguishers	25%
<b>Category 8:</b>		<b>Firefighter Foam</b>	
Ansul	Current Catalog	Foam, Firefighting	54%
Chemguard	Current Catalog	Foam, Firefighting	10%
National Foam/Angus	Current Catalog	Foam, Firefighting	Net
Thermo Gel	Current Catalog	Foam, Firefighting	Net
<b>Category 9:</b>		<b>Firefighting (Municipal) Hoses</b>	
Red Head Brass	Current Catalog	Adapters	25%
Harrington	Current Catalog	Adapters	30%
South Park	Current Catalog	Adapters	30%
Performance Advantage	Current Catalog	Brackets	5%
Zephyr	Current Catalog	Brackets	5%
Ziamatic	Current Catalog	Brackets	25%
Performance Advantage	Current Catalog	Clamps	5%
Zephyr	Current Catalog	Clamps	5%
Ziamatic	Current Catalog	Clamps	25%
North American Hose	Current Catalog	Hose, Firefighting	30%
All American Hose	Current Catalog	Hose, Firefighting	30%
Angus Hose	Current Catalog	Hose, Firefighting	10%
Red Head Brass	Current Catalog	Mounts, Water Flow Equipment	25%
Harrington	Current Catalog	Mounts, Water Flow Equipment	30%
South Park	Current Catalog	Mounts, Water Flow Equipment	30%
Red Head Brass	Current Catalog	Valves	25%
Harrington	Current Catalog	Valves	30%
Task Force Tips	Current Catalog	Water Flow Equipment	30%
Akron Brass	Current Catalog	Water Flow Equipment	20%
Elkhart Brass	Current Catalog	Water Flow Equipment	5%
C & S Supply	Current Catalog	Water Flow Equipment	25%
Kochek	Current Catalog	Water Flow Equipment	30%
<b>Category 10:</b>		<b>Fire Pumps</b>	
Hale Pump	Current Catalog	Pumps, Firefighting	5%
Waterous Pumps	Current Catalog	Pumps, Firefighting	5%
Waterax	Current Catalog	Pumps, Firefighting	Net
CET	Current Catalog	Pumps, Firefighting	5%
Honda	Current Catalog	Pumps, Firefighting	5%

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Prosser (Crane Pumps)	Current Catalog	Pumps, Submersible	10%
CET	Current Catalog	Skid unit	5%
Curtis Slide-in (Heiman)	Current Catalog	Skid unit	Net
Category 11:		Firefighter and Departmental Personal Apparel, Badges, accessories, and Other Fire Department Related Items	
Danner/LaCrosse Boots	Current Catalog	Boots, Station	25%
Redback Boots	Current Catalog	Boots, Station	10%
Danner/LaCrosse Boots	Current Catalog	Boots, Wildland	25%
Under Armour	Current Catalog	Clothing	10%
Blauer	Current Catalog	Clothing	20%
DFND	Current Catalog	Clothing, Performance Base Layer	5%
Whites Boots	Current Catalog	Boots, Wildland	10%
Category 12:		Other	
Zoll	Current Catalog	AED	10%
Air Systems International	Current Catalog	Air Supply Systems	5%
Meret Medical	Current Catalog	Bags, Medical bags	10%
Performance Advantage	Current Catalog	Brackets	5%
Zephyr	Current Catalog	Brackets	5%
David Clark	Current Catalog	Communications	Net
Eagle Air	Current Catalog	Compressors	10%
Red Head	Current Catalog	Couplings	25%
South Park Brass	Current Catalog	Couplings	30%
Autel Robotics	Current Catalog	Drones	Net
Ram Air	Current Catalog	Dryer	10%
Meret Medical	Current Catalog	Equipment, Oxygen	10%
Revision	Current Catalog	Eye protection	20%
Ferno	Current Catalog	First Aid	Net
Junkin	Current Catalog	First Aid	5%
Harrington	Current Catalog	Fittings	30%
Red Head	Current Catalog	Fittings	25%
South Park Brass	Current Catalog	Fittings	30%
Mechanix	Current Catalog	Gloves	10%
Ringers	Current Catalog	Gloves	15%
Fire Research	Current Catalog	Lighting Systems	10%
Akron	Current Catalog	Nozzles	20%
C & S Supply	Current Catalog	Nozzles	25%
Elkhart Brass	Current Catalog	Nozzles	5%
Scott Plastics (Scotty)	Current Catalog	Nozzles	10%

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
TFT	Current Catalog	Nozzles	30%
Allied Medical	Current Catalog	Oxygen hardware	Net
Grace Industries	Current Catalog	Pass Device	Net
Stryker	Current Catalog	Patient handling	Net
Western Shelter Snap tank	Current Catalog	Tank	5%
OHD	Current Catalog	Tester, FIT	5%
Honeywell	Current Catalog	Tester, Flow	Net
Rice Inc.	Current Catalog	Tester, Hose	10%
Globe	Current Catalog	Turnout Ensemble, Carins (REACTION) style	40%
Globe	Current Catalog	Turnout Ensemble, CLASSIX Metro style	40%
Globe	Current Catalog	Turnout Ensemble, CLASSIX style	40%
Globe	Current Catalog	Turnout Ensemble, G-XCEL style	40%
Globe	Current Catalog	Turnout Ensemble, G-XTREME style	40%
Honeywell Salvage Master	Current Catalog	Vacuums, Water	5%
Nilfisk Turbo	Current Catalog	Vacuums, Water	10%
Harrington	Current Catalog	Valves	30%
Kochek	Current Catalog	Wildland, Water Flow Devices	30%
Category 13:	Maintenance, Service and Testing		
CURTISCare	Current Catalog	Service, Breathing Air Compressor	Net
CURTISCare	Current Catalog	Service, EDraulic Rescue Tools (Hurst)	Net
CURTISCare	Current Catalog	Service, FIT Testing	Net
CURTISCare	Current Catalog	Service, Hydraulic Rescue Tools (Genesis)	Net
CURTISCare	Current Catalog	Service, Hydraulic Rescue Tools (Hurst)	Net
CURTISCare	Current Catalog	Service, Hydrotesting	Net
CURTISCare	Current Catalog	Service, Mako-brand compressor	Net
CURTISCare	Current Catalog	Service, SCBA	Net
Draft Commander	Current Catalog	Tester, Fire Apparatus Nozzle	Net
Draft Commander	Current Catalog	Tester, Fire Apparatus pump	Net
Rice Hose Tester	Current Catalog	Tester, Hose	10%
OHD	Current Catalog	Tester, Mask Fit	5%
Honeywell	Current Catalog	Tester, SCBA flow	Net
Fire Vent	Current Catalog	Training, Firefighting Training Systems	Net

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.



## **ATTACHMENT B**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

### **ADDITIONAL SELLER WARRANTIES**

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

## **ATTACHMENT C**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

### **PARTICIPATING AGENCIES**

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the state in which the Participating Agency exists. Each Participating Agency is required to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, [www.nppgov.com](http://www.nppgov.com). The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

**ATTACHMENT D**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**Vendor's Proposal**

**(The Vendor's Proposal is not attached hereto.)**

**(The Vendor's Proposal is incorporated by reference herein.)**

## **ATTACHMENT E**

to Master Price Agreement by and between VENDOR and PURCHASER.

**Purchaser's Request for Proposal**

**(The Purchaser's Request for Proposal is not attached hereto.)**

**(The Purchaser's Request for Proposal is incorporated by reference herein.)**

**ATTACHMENT F**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.**

**None**

## ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Category 1:		Firefighting Equipment	
South Park	Current Catalog	Adapters	25%
Seco	Current Catalog	Bags	5%
RIT Safety Solutions	Current Catalog	Bags, Rit	5%
Fire Innovations	Current Catalog	Belts, Ladder	5%
Gemtor	Current Catalog	Belts, Ladder	10%
Cosmas	Current Catalog	Boots, Firefighting Leather	5%
Cosmas	Current Catalog	Boots, Firefighting Leather	5%
Globe	Current Catalog	Boots, Firefighting Leather	27%
Honeywell Footwear	Current Catalog	Boots, Firefighting Leather	25%
Cosmas	Current Catalog	Boots, Firefighting Rubber	5%
Honeywell Footwear	Current Catalog	Boots, Firefighting Rubber	25%
Danner/LaCrosse	Current Catalog	Boots, Station Leather	25%
Whites Boots	Current Catalog	Boots, Wildland Leather	10%
Danner/LaCrosse	Current Catalog	Boots, Wildland Leather	25%
Cosmas	Current Catalog	Boots, Wildland Leather	5%
Performance Advantage	Current Catalog	Brackets, Mounting	5%
ECMS, Inc.	Current Catalog	Care & Maintenance, PPE	Net
Pelican Case	Current Catalog	Cases	25%
Crew Boss	Current Catalog	Clothing, Rescue	5%
Globe	Current Catalog	Clothing, Rescue / EMS Ensembles	5%
Blauer Uniforms	Current Catalog	Clothing, Station and Outerwear Ensembles	20%
Crew Boss	Current Catalog	Clothing, Station Wear	5%
Workrite Uniforms	Current Catalog	Clothing, Station Wear	5%
5.11 Tactical	Current Catalog	Clothing, Tactical Ensembles	30%
Crew Boss	Current Catalog	Clothing, Wildland Ensembles	5%
PGI	Current Catalog	Clothing, Wildland Ensembles	20%
Gosport	Current Catalog	Covers & Tarps, Salvage	15%
ESS Goggles	Current Catalog	Eye protection	5%
Super Vac	Current Catalog	Fans	20%
Paul Conway	Current Catalog	Fronts, Helmets	Net

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
American Honda	Current Catalog	Generators	5%
Firecraft	Current Catalog	Gloves, Extrication	5%
Ringers	Current Catalog	Gloves, Extrication	10%
Shelby	Current Catalog	Gloves, Extrication	20%
Tech Trade (Pro-tech)	Current Catalog	Gloves, Extrication	5%
Firecraft	Current Catalog	Gloves, Firefighting	5%
Shelby	Current Catalog	Gloves, Firefighting	18%
Tech Trade (Pro-tech)	Current Catalog	Gloves, Firefighting	5%
Firecraft	Current Catalog	Gloves, Wildland Firefighting	5%
Shelby	Current Catalog	Gloves, Wildland Firefighting	20%
Tech Trade (Pro-tech)	Current Catalog	Gloves, Wildland Firefighting	5%
Bullard Helmets	Current Catalog	Helmets, Firefighting	25%
Paul Conway	Current Catalog	Helmets, Firefighting	Net
Bullard	Current Catalog	Helmets, Wildland Firefighting	25%
PGI	Current Catalog	Hoods, Wildland	10%
Duo Safety	Current Catalog	Ladders	10%
Sam Carbis	Current Catalog	Ladders	5%
Akron GFE lighting	Current Catalog	Lighting and mounts	20%
Foxfury	Current Catalog	Lighting and mounts	13%
Koehler/Brightstar	Current Catalog	Lighting and mounts	15%
Streamlight	Current Catalog	Lighting and mounts	30%
Pelican Lights	Current Catalog	Lighting and mounts	25%
Ziamatic	Current Catalog	Mounts, brackets and tools	25%
Ziamatic	Current Catalog	Mounts, brackets and tools	25%
Wolfpack	Current Catalog	Packs, Wildland	20%
American Honda	Current Catalog	Pumps	5%
Groves Ready Rack	Current Catalog	Rack, Clothing	10%
Hotshield	Current Catalog	Respiratory Protection, Wildland	5%
Super Vac	Current Catalog	Saws	20%
Super Vac	Current Catalog	Smoke machines	20%
Fol-Da-Tank	Current Catalog	Tank, Portable Water	25%
Husky	Current Catalog	Tank, Portable Water	25%
Bullard	Current Catalog	Thermal Imagers	5%
Nupla/QEP	Current Catalog	Tools, Firefighting	25%
Globe	Current Catalog	Turnout Ensemble, Carins (REACTION) style	40%
Globe	Current Catalog	Turnout Ensemble, CLASSIX Metro style	40%
Globe	Current Catalog	Turnout Ensemble, CLASSIX style	40%
Globe	Current Catalog	Turnout Ensemble, G-XCEL style	40%

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Globe	Current Catalog	Turnout Ensemble, G-XTREME style	40%
Tempest	Current Catalog	Ventilation	12%
Euramco	Current Catalog	Ventilation	10%
South Park	Current Catalog	Wrenches	25%
Category 2:		Firefighting Attack Tools	
Leatherhead tools	Current Catalog	Axes	25%
MK Diamond	Current Catalog	Blades, Saw	5%
Warthog	Current Catalog	Blades, Saw	Net
Ziamatic	Current Catalog	Brackets	25%
Rhyno Windshield Cutter	Current Catalog	Cutter, Windshield	Net
Wehr	Current Catalog	Saw, Windshield Glass	10%
Stihl (Pacific Stihl)	Current Catalog	Saws	Net
Cutters Edge	Current Catalog	Saws, Rescue	5%
Husqvarna	Current Catalog	Saws, Rescue	20%
Tempest	Current Catalog	Saws, Rescue	12%
Ziamatic	Current Catalog	Tool, Hand	25%
Paratech	Current Catalog	Tools, Air Lifting Bags	5%
Cooper Tool	Current Catalog	Tools, Bolt Cutters	20%
K-Tool	Current Catalog	Tools, Entry	5%
Fire Hooks	Current Catalog	Tools, Firefighting Attack	5%
Nupla/QEP	Current Catalog	Tools, Firefighting Attack	25%
Paratech	Current Catalog	Tools, Forcible Entry	5%
Council Tools	Current Catalog	Tools, Hand, Firefighting Attack	25%
Paratech	Current Catalog	Tools, Stabilization	5%
Rescue 42	Current Catalog	Tools, Stabilization, Struts	Net
Paratech	Current Catalog	Tools, Trench Rescue	5%
Tempest	Current Catalog	Ventilation	12%
EZ-Spanner	Current Catalog	Wrenches, Ratchet Hydrant	Net
Category 3:		Extraction Tools and Supplies	
Ajax	Current Catalog	Chisels, Pneumatic	5%
Special Service	Current Catalog	Chisels, Pneumatic	Net
Tractel Grip Hoist	Current Catalog	Come-a-long	Net
Turtle Plastics	Current Catalog	Cribbing	5%
Skedco	Current Catalog	Patient handling	Net
Husqvarna	Current Catalog	Saws	20%
Cutters Edge	Current Catalog	Saws	5%
Tempest	Current Catalog	Saws, Rescue	12%
Tempest	Current Catalog	Smoke machine	12%



Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Paratech	Current Catalog	Tools, Air Lifting Bags	5%
Paratech	Current Catalog	Tools, Forcible Entry	5%
Hurst 10,000psi Jaws of Life	Current Catalog	Tools, Rescue Hydraulic	10%
Hurst 5,000psi Jaws of Life	Current Catalog	Tools, Rescue Hydraulic	10%
Hurst Strong Arm	Current Catalog	Tools, Rescue Hydraulic	2%
Hurst e-Draulics Jaws-of-Life	Current Catalog	Tools, Rescue Hydraulic, Battery-Powered	10%
Paratech	Current Catalog	Tools, Stabilization	5%
Rescue 42	Current Catalog	Tools, Stabilization, Struts	Net
Paratech	Current Catalog	Tools, Trench Rescue	5%
Tempest	Current Catalog	Ventilation	12%
Category 4:		Search and Rescue Equipment	
Savox	Current Catalog	Camera Systems, Search	5%
Zistos	Current Catalog	Camera Systems, Search & Rescue	Net
Smith Detection	Current Catalog	Detection	Net
Draeger Gas Detection	Current Catalog	Detection	5%
Honeywell Rae Systems Detection	Current Catalog	Detection	5%
Industrial Scientific	Current Catalog	Detection	5%
Mustang Survival	Current Catalog	Dry Suits	5%
Coleman -Stearns	Current Catalog	Dry Suits	5%
Petzel (Evac Systems)	Current Catalog	Hardware, Rope	5%
PMI	Current Catalog	Hardware, Rope	10%
Yates	Current Catalog	Hardware, Rope	5%
CMC	Current Catalog	Harnesses	10%
Duo Safety Ladders	Current Catalog	Ladders	10%
Sam Carbis	Current Catalog	Ladders	5%
Wing Enterprises/Little Giant Ladders	Current Catalog	Ladders	5%
Simulaids	Current Catalog	Mannequins, Training Aids	5%
Skedco	Current Catalog	Patient Handling	Net
Mustang Survival	Current Catalog	Personal Floatation Devices	5%
Coleman -Stearns	Current Catalog	Personal Floatation Devices	5%
CMC	Current Catalog	Rope	10%
Petzel (Evac Systems)	Current Catalog	Rope	5%
PMI	Current Catalog	Rope	10%
Yates	Current Catalog	Rope	5%
Bullard Thermal Imagers	Current Catalog	Thermal Imagers	5%
CMC	Current Catalog	Tools, Rescue	10%
Zistos	Current Catalog	Video Systems, Search & Rescue	5%

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
<b>Category 5:</b>		<b>Firefighting and Firefighter Training</b>	
Simulaids	Current Catalog	Mannequins, Training Aids	5%
Kidde	Current Catalog	Simulators, Firefighting Training Systems	Net
Fire Facilities	Current Catalog	Simulators, Firefighting Training Systems	Net
Fire- Vent	Current Catalog	Simulators, Firefighting Training Systems	Net
Weis Safety	Current Catalog	Simulators, Firefighting Training Systems	Net
Blast Mask	Current Catalog	Simulators, SCBA Training Systems	10%
Weis Safety	Current Catalog	Testing, Nozzle	Net
Firefighters Bookstore	Current Catalog	Training, Books	10%
<b>Category 6:</b>		<b>Hazardous Material (HAZMAT) Equipment</b>	
Tingley	Current Catalog	Boots, HAZMAT	25%
New Pig	Current Catalog	Clean-Up, HAZMAT	Net
Savox Con Space	Current Catalog	Communications	5%
Western Shelters	Current Catalog	Decon, HAZMAT (showers, pools, wands)	5%
Miti	Current Catalog	Decon, HAZMAT (showers, pools, wands)	5%
Honeywell Rae Systems	Current Catalog	Detection, HAZMAT	5%
Industrial Scientific	Current Catalog	Detection, HAZMAT	5%
Honeywell BW	Current Catalog	Detection, HAZMAT	5%
Smith Detection	Current Catalog	Detection, HAZMAT	Net
Fluke	Current Catalog	Detection, Heat	Net
SE International	Current Catalog	Detection, Radiation	Net
Indian Springs	Current Catalog	Kit, Chlorine Emergency, HAZMAT	Net
Husky	Current Catalog	Pools and tanks	25%
Fol-da-tank	Current Catalog	Pools and tanks	25%
Draeger	Current Catalog	Protective Ensembles, HAZMAT	5%
Kappler	Current Catalog	Protective Ensembles, HAZMAT	25%
DuPont	Current Catalog	Protective Ensembles, HAZMAT	20%
Lakeland	Current Catalog	Protective Ensembles, HAZMAT	25%
Avon	Current Catalog	Respiratory Protection	5%
Honeywell	Current Catalog	Respiratory Protection	15%
Draeger	Current Catalog	Respiratory Protection	15%
Air Shelters USA/Zumro	Current Catalog	Shelters	5%
FSI North America	Current Catalog	Shelters	10%
Euramco - Ram Fam	Current Catalog	Ventilation Systems	10%
Allegro	Current Catalog	Ventilation Systems	5%
Tempest	Current Catalog	Ventilation Systems	12%
Blowhard	Current Catalog	Ventilation Systems	2%
Coastal Environmental	Current Catalog	Weather Stations	Net

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Category 7:		Fire Extinguishers	
Fountainhead Indian Pump	Current Catalog	Backpack, Wildland Fire Extinguisher	25%
Ansul	Current Catalog	Fire extinguishers	25%
Amerex	Current Catalog	Fire extinguishers	25%
Category 8:		Firefighter Foam	
Ansul	Current Catalog	Foam, Firefighting	54%
Chemguard	Current Catalog	Foam, Firefighting	10%
National Foam/Angus	Current Catalog	Foam, Firefighting	Net
Thermo Gel	Current Catalog	Foam, Firefighting	Net
Category 9:		Firefighting (Municipal) Hoses	
Red Head Brass	Current Catalog	Adapters	25%
Harrington	Current Catalog	Adapters	30%
South Park	Current Catalog	Adapters	30%
Performance Advantage	Current Catalog	Brackets	5%
Zephyr	Current Catalog	Brackets	5%
Ziamatic	Current Catalog	Brackets	25%
Performance Advantage	Current Catalog	Clamps	5%
Zephyr	Current Catalog	Clamps	5%
Ziamatic	Current Catalog	Clamps	25%
North American Hose	Current Catalog	Hose, Firefighting	30%
All American Hose	Current Catalog	Hose, Firefighting	30%
Angus Hose	Current Catalog	Hose, Firefighting	10%
Red Head Brass	Current Catalog	Mounts, Water Flow Equipment	25%
Harrington	Current Catalog	Mounts, Water Flow Equipment	30%
South Park	Current Catalog	Mounts, Water Flow Equipment	30%
Red Head Brass	Current Catalog	Valves	25%
Harrington	Current Catalog	Valves	30%
Task Force Tips	Current Catalog	Water Flow Equipment	30%
Akron Brass	Current Catalog	Water Flow Equipment	20%
Elkhart Brass	Current Catalog	Water Flow Equipment	5%
C & S Supply	Current Catalog	Water Flow Equipment	25%
Kochek	Current Catalog	Water Flow Equipment	30%
Category 10:		Fire Pumps	
Hale Pump	Current Catalog	Pumps, Firefighting	5%
Waterous Pumps	Current Catalog	Pumps, Firefighting	5%
Waterax	Current Catalog	Pumps, Firefighting	Net
CET	Current Catalog	Pumps, Firefighting	5%
Honda	Current Catalog	Pumps, Firefighting	5%

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Prosser (Crane Pumps)	Current Catalog	Pumps, Submersible	10%
CET	Current Catalog	Skid unit	5%
Curtis Slide-in (Heiman)	Current Catalog	Skid unit	Net
Category 11:		Firefighter and Departmental Personal Apparel, Badges, accessories, and Other Fire Department Related Items	
Danner/LaCrosse Boots	Current Catalog	Boots, Station	25%
Redback Boots	Current Catalog	Boots, Station	10%
Danner/LaCrosse Boots	Current Catalog	Boots, Wildland	25%
Under Armour	Current Catalog	Clothing	10%
Blauer	Current Catalog	Clothing	20%
DFND	Current Catalog	Clothing, Performance Base Layer	5%
Whites Boots	Current Catalog	Boots, Wildland	10%
Category 12:		Other	
Zoll	Current Catalog	AED	10%
Air Systems International	Current Catalog	Air Supply Systems	5%
Meret Medical	Current Catalog	Bags, Medical bags	10%
Performance Advantage	Current Catalog	Brackets	5%
Zephyr	Current Catalog	Brackets	5%
David Clark	Current Catalog	Communications	Net
Eagle Air	Current Catalog	Compressors	10%
Red Head	Current Catalog	Couplings	25%
South Park Brass	Current Catalog	Couplings	30%
Autel Robotics	Current Catalog	Drones	Net
Ram Air	Current Catalog	Dryer	10%
Meret Medical	Current Catalog	Equipment, Oxygen	10%
Revision	Current Catalog	Eye protection	20%
Ferno	Current Catalog	First Aid	Net
Junkin	Current Catalog	First Aid	5%
Harrington	Current Catalog	Fittings	30%
Red Head	Current Catalog	Fittings	25%
South Park Brass	Current Catalog	Fittings	30%
Mechanix	Current Catalog	Gloves	10%
Ringers	Current Catalog	Gloves	15%
Fire Research	Current Catalog	Lighting Systems	10%
Akron	Current Catalog	Nozzles	20%
C & S Supply	Current Catalog	Nozzles	25%
Elkhart Brass	Current Catalog	Nozzles	5%
Scott Plastics (Scotty)	Current Catalog	Nozzles	10%

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
TFT	Current Catalog	Nozzles	30%
Allied Medical	Current Catalog	Oxygen hardware	Net
Grace Industries	Current Catalog	Pass Device	Net
Stryker	Current Catalog	Patient handling	Net
Western Shelter Snap tank	Current Catalog	Tank	5%
OHD	Current Catalog	Tester, FIT	5%
Honeywell	Current Catalog	Tester, Flow	Net
Rice Inc.	Current Catalog	Tester, Hose	10%
Globe	Current Catalog	Turnout Ensemble, Carins (REACTION) style	40%
Globe	Current Catalog	Turnout Ensemble, CLASSIX Metro style	40%
Globe	Current Catalog	Turnout Ensemble, CLASSIX style	40%
Globe	Current Catalog	Turnout Ensemble, G-XCEL style	40%
Globe	Current Catalog	Turnout Ensemble, G-XTREME style	40%
Honeywell Salvage Master	Current Catalog	Vacuums, Water	5%
Nilfisk Turbo	Current Catalog	Vacuums, Water	10%
Harrington	Current Catalog	Valves	30%
Kochek	Current Catalog	Wildland, Water Flow Devices	30%
<b>Category 13:</b>	<b>Maintenance, Service and Testing</b>		
CURTISCare	Current Catalog	Service, Breathing Air Compressor	Net
CURTISCare	Current Catalog	Service, EDraulic Rescue Tools (Hurst)	Net
CURTISCare	Current Catalog	Service, FIT Testing	Net
CURTISCare	Current Catalog	Service, Hydraulic Rescue Tools (Genesis)	Net
CURTISCare	Current Catalog	Service, Hydraulic Rescue Tools (Hurst)	Net
CURTISCare	Current Catalog	Service, Hydrotesting	Net
CURTISCare	Current Catalog	Service, Mako-brand compressor	Net
CURTISCare	Current Catalog	Service, SCBA	Net
Draft Commander	Current Catalog	Tester, Fire Apparatus Nozzle	Net
Draft Commander	Current Catalog	Tester, Fire Apparatus pump	Net
Rice Hose Tester	Current Catalog	Tester, Hose	10%
OHD	Current Catalog	Tester, Mask Fit	5%
Honeywell	Current Catalog	Tester, SCBA flow	Net
Fire Vent	Current Catalog	Training, Firefighting Training Systems	Net

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.



**ORDINANCE NO. 1828****AN ORDINANCE AMENDING BURLINGTON MUNICIPAL  
CODE (BMC) 2.84 PROCUREMENT**

**WHEREAS**, the City Council of the City of Burlington has determined that it is in the best interest of the city of adopt uniform purchasing standards; and

**WHEREAS**, the City Council wishes to amend the purchasing standards to reflect industry standards and best practices.

**NOW, THEREFORE THE CITY COUNCIL OF BURLINGTON, WASHINGTON DO ORDAIN AS  
FOLLOWS :**

1. That Ordinance No. 1814 be repealed and that the purchasing standards be amended as outlined in "Attachment A".

**INTRODUCED AND PASSED** and approved at a regular meeting of the City Council this 10<sup>th</sup> day of March, 2016.

**CITY OF BURLINGTON**

  
Steve Sexton, Mayor

**ATTEST:**

  
Crystil Wooldridge, Finance Director

**APPROVED AS TO FORM:**

  
Leif Johnson, City Attorney

**FILED WITH THE CITY CLERK: 03/10/2016  
PASSED BY THE CITY COUNCIL: 03/10/2016  
SIGNED BY THE MAYOR: 03/16/2016  
PUBLISHED: 03/15/2016**

## Attachment A

### Chapter 2.84 PROCUREMENT

#### Sections:

#### Article I. General Provisions

- 2.84.010 Purpose.
- 2.84.020 Definitions.
- 2.84.030 Application.
- 2.84.040 Designees.
- 2.84.050 Procedures.
- 2.84.060 Bids and proposals to comply with regulations.
- 2.84.070 Rosters.
- 2.84.080 Annual list of anticipated purchases.
- 2.84.090 Federal funds.
- 2.84.100 Grant application and agreement execution.
- 2.84.110 Related regulation.

#### Article II. Goods, Supplies, Materials and Equipment

- 2.84.120 Definitions.
- 2.84.130 Purchases with an estimated gross cost less than \$500.
- 2.84.140 Purchases with an estimated gross cost between \$500 and \$7,499.
- 2.84.150 Purchases with an estimated gross cost between \$7,500 and \$15,000.
- 2.84.160 Purchases with an estimated gross cost more than \$15,000.

#### Article III. Services

- 2.84.170 Definitions.
- 2.84.180 Professional services with an estimated gross cost less than \$300,000.
- 2.84.190 Professional services with an estimated gross cost more than \$300,000.
- 2.84.200 Consultant services with an estimated gross cost less than \$500.
- 2.84.210 Consultant services with an estimated gross cost between \$500 and \$7,499.
- 2.84.220 Consultant services with an estimated gross cost between \$7,500 and \$15,000.
- 2.84.230 Consultant services with an estimated gross cost more than \$15,000.
- 2.84.240 Purchased services with an estimated gross cost less than \$500.
- 2.84.250 Purchased services with an estimated gross cost between \$500 and \$7,499.
- 2.84.260 Purchased services with an estimated gross cost between \$7,500 and \$15,000.
- 2.84.270 Purchased services with an estimated gross cost more than \$15,000.

#### Article IV. Public Works

- 2.84.280 Definitions.
- 2.84.290 Contracts with community service organization for public improvements.
- 2.84.300 Estimating costs of public works contracts.
- 2.84.310 Determining lowest responsible bidder.
- 2.84.320 Public works projects constructed through city labor force.
- 2.84.330 Public works projects less than bid limit.
- 2.84.340 Limited public works – Projects with an estimated gross cost less than \$35,000.
- 2.84.350 Small works roster – Projects with an estimated gross cost less than \$300,000.
- 2.84.360 Public works with an estimated gross cost more than \$300,000.
- 2.84.370 Retainage.
- 2.84.380 Payment and performance bonds.
- 2.84.390 Prevailing wages on public works and maintenance contracts.

- 2.84.400 Public works change orders and contract amendments.
- 2.84.410 Final acceptance of public works contracts.

#### Article V. Other Procurements

- 2.84.420 Computers and telecommunications systems and equipment.
- 2.84.430 Cooperative purchasing.
- 2.84.440 Purchase at auctions.
- 2.84.450 Sole source procurement.
- 2.84.460 Emergency procurements.
- 2.84.470 Multi-term contracts.

#### Article I. General Provisions

##### 2.84.010 Purpose.

The purpose of this chapter is to protect and advance the public interest by:

A. Fairness and Objectivity: Providing a fair, objective, and equitable selection and contracting environment for all individuals and firms seeking to do business or contracting with the City.

B. Ensuring Reasonable Costs: Promoting competition, and negotiating (where applicable), to ensure that the City receives the most favorable prices and terms in its contracts.

C. Efficiency: Ensuring that supplies and services (consultant, construction, etc.) are obtained efficiently and effectively.

D. Accountability: Promoting accountability of contracting actions by City employees and encouraging employees to protect the City's financial and other interests.

E. Value-Added Procurement: Facilitating a procurement process that provides service and value to the City in obtaining goods and services.

F. Ethical Standards: Ensuring that the City's procurement activities are implemented with the highest regard for integrity, avoidance of conflicts of interest, and consistent with applicable ethical standards.

G. Legal Consideration: Complying with all applicable federal, state, and local statutes and regulations.

##### 2.84.020 Definitions.

As used in this chapter, the following terms and phrases shall have the following meanings:

A. "Contract" means an agreement between two or more parties creating obligations to do, or not to do, certain things when such obligations are enforceable or otherwise recognizable at law. A contract means purchase order, agreement, contract, etc.

B. "Gross cost" means the total cost to acquire a good or service, including but not limited to labor, equipment, materials, overhead, profit, bonding, insurance, taxes, license fees, transportation fees, and warranty fees.

##### 2.84.030 Application.

This chapter applies to contracts by the city of Burlington for: (1) purchases of goods, materials, supplies, and equipment, (2) professional services, (3) consultant services, (4) purchased services, (5) public works. This chapter does not apply to:

A. The acquisition of real property.

B. Utility bills (Water, Sewer, Electricity, Natural Gas, and other regulated utility expenses).



- C. Postage and other purchases from the U.S. Postal Service.
- D. Licenses, permits, and fees from governmental or regulatory entities at the federal, state or local level.
- E. Purchases from other governmental entities (federal, state, city, local, port districts, Public Development Authorities [PDAs], housing authorities, state colleges and universities, state hospitals, etc.) where the governmental entity provides goods or services not available from the private sector.
- F. Service or use fees paid to governmental cooperative purchasing organizations.
- G. Fuel card charges for gasoline and diesel purchases for official City business on personal credit card while on City travel status.
- H. Legal settlements of disputed matters, and judgment claims against the City (for use only with approval by the City Administrator).
- I. Traffic control (flagging) by off-duty police officers (only when required).
- J. Travel expenses for City employees necessary to conduct City business.
- K. Training registration fees and tuition for pre-established, non-City specific, off-site classes, seminars, workshops, etc. for City employees.
- L. Testing and travel expenses of employment applicants (including expenses for eligible personnel). This includes travel expenses of certain out-of-state job applicants. Travel expenses of job applicants shall be approved by the applicable Department Director and by the Finance Director.
- M. Conference and convention expenses and fees for the City employees conducting City business.
- N. Advertisement for employment opportunities, purchasing and contracting solicitations, sale of surplus items, public announcements and outreach, etc. (all media). This exception does not include printing, design, or graphics services.
- O. Freight bills, express shipping, common carriers, and delivery services.
- P. Honoraria and stipends,
- Q. Entertainment such as speakers, lecturers, musicians, and performing artists. Only when such expenses are permitted by the grant funding the activity.
- R. Insurance deductible and/or retained losses (requires approval of Finance Director).
- S. Taxi, public transportation, and toll fare; mileage and incidental parking expenses.
- T. Publications and subscriptions (newspapers, magazines, books, pre-printed materials, reprints, publishers page charges, electronic publications, online subscription services, pre-recorded audio or video cassettes, slide presentations, tapes, CDs, diskettes when purchased from the publisher or producer; etc.).
- U. Mailing lists (print or electronic).
- V. Professional association membership dues, fees, licenses, accreditations, and certifications.
- W. Royalties, broadcast rights, and film rentals from the producer or protected distributors.
- X. Petty cash purchases and reimbursements less than \$50.

**2.84.040 Designees.**

A. Any reference to the mayor, city administrator, or finance director includes their respective designees who are authorized through a memorandum of delegation of authority signed by the mayor, city administrator, or finance director.

**2.84.050 Procedures.**

The city administrator is authorized to establish procedures to implement this chapter.

**2.84.060 Bids and proposals to comply with regulations.**

All bids and proposals offered by persons, associations or corporations desiring to sell or supply material, equipment, supplies, or services to, or to construct a public work or improvement for, the city, shall comply with all relevant federal, state, and local laws and regulations, the terms of which shall be deemed included in such solicitations whether or not they are expressly set out therein.

**2.84.070 Rosters:** The city utilizes the Municipal Research and Services Center (MRSC) for its Vendor Roster, Consultant Roster, and Small Works Roster. The city is authorized to maintain a roster or to utilize another agency's roster.

**2.84.080 Annual list of anticipated purchases.**

A. Using historical data of purchases from the previous year and estimated purchases by city departments of "like items" or groups of like items, the city finance director shall develop an annual estimate of the city's cumulative requirements for such items. These purchases shall include purchases of goods, supplies, equipment, materials, and purchased services as defined in section 2.84.150. The city shall advertise for competitive bids for all such items on the list when the gross cost of obtaining such like items exceeds \$15,000 for the year, except that for items on the list of anticipated purchases greater than \$7,500 but less than \$15,000, the city may solicit bids from firms on the Vendor Roster described in Section 2.84.150. The list of anticipated purchases shall be compiled by the finance director and distributed to the proper officers of the city.

B. "Like items" means goods or services that are of a similar nature such that the goods or services may reasonably be grouped together in order to facilitate bulk purchasing. In determining whether or not goods and/or services are to be construed to be a "like item," the following criteria shall be examined:

1. Whether or not a single vendor is likely to be able to supply all of the goods or services, or whether competition would be enhanced by attracting multiple vendors for different goods or services;
2. Whether the goods or services will be used for similar purposes such that different staff members from different departments will have similar concerns as to the attributes of the products;
3. Whether or not there are limitations on the available storage space for the product;
4. Whether or not there are limitations on the shelf life of a good or product that would preclude bulk purchasing;
5. Whether or not there is an expected change in a product line, and the city prefers not to commit to any more of the product than is necessary before the new product becomes available;
6. Whether or not the goods or services may all be identified at the time of bidding with sufficient clarity so as to allow the creation of clear and concise specifications;
7. Whether or not there are other business or programmatic reasons for purchasing the goods or services at a frequent interval.

#### **2.84.090 Federal funds.**

When a procurement involves the expenditure of federal funds, procurement and contracting shall be conducted in accordance with any applicable federal law or regulation, which applicable federal law or regulation shall supersede the provisions of this chapter to the extent inconsistent. For the purposes of this section, the term "federal law or regulation" shall include those rules and regulations adopted by any state agency and made applicable to the city, or made applicable to a particular purchase to be made by the city, in order to conform either with federal law or to enable the city of Burlington or the state to remain eligible for federal grant funding.

#### **2.84.100 Grant Application and agreement execution.**

A. Definitions: As used in this section, the following terms and phrases shall have the following meanings:

1. "Grant match" shall mean money, or in-kind contributions, provided by the City to match requested funding from grant program.

B. Coordination of grant terms and city requirements: Nothing in this chapter shall prevent the city from complying with the terms and conditions of any grant, gift or bequest which is otherwise consistent with law.

C. Application for city match grants:

1. Grant applications with a city match that have been approved by city council through annual budget appropriation and/or capital improvement plan: The mayor is authorized to approve applications for grants in any amount; provided, that the finance director certifies that funds are available for any required city match
2. Grant applications with a city match that have not been approved by city council through annual budget appropriation and/or capital improvement plan: For grant applications with a city match of not more than \$15,000, the mayor is authorized to approve application for said grants and shall notify the city council at the next scheduled city council meeting. Grant applications with a city match in excess of \$15,000 shall be approved by city council prior to submittal.
3. If a grant opportunity arises that requires submittal of the grant prior to the next scheduled city council meeting for a project that has prior council approval or positive recommendation from the finance committee, the mayor is authorized to apply for the grant. Council shall be notified no later than the next scheduled city council meeting.

D. Execution of grant agreements:

1. Grants with a city match that have been approved by city council through annual budget appropriation and/or capital improvement plan: The mayor is authorized to execute grant agreements in any amount; provided, that the finance director certifies that the city match funds are available.
2. Grants with a city match that have not been approved by city council through annual budget appropriation and/or capital improvement plan: For grant agreements with a city match of not more than \$15,000, the mayor is authorized to execute said agreements and shall notify the city council at the next scheduled city council meeting. Grant agreements with a city match in excess of \$15,000 shall be approved by the city council prior to execution.

#### **2.84.110 Related regulation.**

The following chapters of the Burlington Municipal Code and regulations are related to this Procurement Policy:

1. Asset Management Policy and Procedures
2. Administrative Procedures for Right of Way and Property Acquisition
3. Burlington Municipal Code Chapter 2.100 Credit Cards

#### 4. Petty Cash, Change and Investigative Funds

### Article II. Goods, Supplies, Materials and Equipment

**2.84.120 Definitions.** As used in this section, the following terms and phrases shall have the following meanings:

A. Goods, supplies, materials and equipment are considered tangible items which are manufactured and are movable at the time of purchase. Examples: Office supplies, off the shelf software, hardware, vehicles, construction and industrial machinery, copy machines, auto parts, gravel, janitorial supplies, etc. This also includes equipment that is procured through lease.

B. "Minor Contract" shall mean, for the purposes of this section, a contract that involves a gross cost of \$7,500 or less within a 12-month period and has not been identified on the finance director's annual list of anticipated purchases pursuant to section 2.84.080.

**2.84.130 Purchases with an estimated gross cost less than \$500.**

A. Procurement - Quotes are recommended but not required for goods, materials, supplies, and equipment with a gross cost of less than \$500.00.

B. Contract Execution - The city council hereby directs and authorizes the mayor to execute Minor Contracts for goods, materials, supplies or equipment. The finance director is authorized to attest such signature. The mayor may, upon his or her own volition, place any specific contract on the agenda for council authorization as he or she may see fit.

**2.84.140 Purchases with an estimated gross cost between \$500 and \$7,499.**

A. Procurement - Quotes are required for goods, materials, supplies, and equipment with an estimated gross cost between \$500 and \$7,499. Whenever possible, a city representative shall contact at least three (3) vendors to obtain quotes. If less than three (3) quotes are obtained, written justification shall be required as to why the three (3) quote minimum was not met.

B. Contract Execution - The city council hereby directs and authorizes the mayor to execute Minor Contracts for goods, materials, supplies or equipment. The finance director is authorized to attest such signatures. The mayor may, upon his or her own volition, place any specific contract on the agenda for council authorization as he or she may see fit.

**2.84.150 Purchases with an estimated gross cost between \$7,500 and \$15,000.**

A. Procurement - Goods, materials, supplies, and equipment shall be acquired by the city through the use of formal sealed bidding procedures if the gross cost of such goods, materials, supplies, or equipment, including tax and freight, is greater than \$7,500; provided, that the purchase of goods, materials, supplies, or equipment with an estimated gross cost between \$7,500 and \$15,000 may be accomplished utilizing the Vendor Roster procedures set forth in subsections (1) through (2) of this section.

1. Publication of Notice. At least twice a year notice of the existence of the roster of vendors for goods, materials, supplies, and equipment shall be published in the city's official newspaper and shall solicit names of vendors for the Vendor Roster.

2. Request for quotes off of the Vendor Roster. The city shall use the following process to obtain quotations from vendors for the purchase of goods, materials, supplies, or equipment:

- a. A written description shall be drafted of the specific goods, materials, supplies, or equipment to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, and any other significant terms of purchase;
- b. A city representative shall contact at least three (3) of the vendors on the Vendor Roster and obtain telephone or written quotations from the vendors on the required goods, materials, supplies, or equipment;
- c. At the time such quotations are solicited, the city representative shall not inform a vendor of any other vendor's bid on the goods, materials, supplies, or equipment;
- d. For telephone quotations, a written record shall be made by the city representative of each vendor's bid on the goods, materials, supplies, or equipment, and of any conditions imposed on the bid by such vendor;
- e. Copies of bid documents for purchases equal to \$7,500 and less than \$15,000 shall be submitted to the finance director prior to solicitation.

**B. Contract Execution** – The mayor shall have the authority to execute any contract for goods, materials, supplies or equipment that is not subject to advertised competitive bidding requirements; provided, that the acquisition of such goods has been approved by city council through annual budget appropriation and/or capital plan. The finance director is authorized to attest such signature.

**2.84.160 Purchases with an estimated gross cost more than \$15,000.**

**A. Procurement** – Purchases of goods, materials, supplies or equipment more than \$15,000 shall be through an advertised competitive and sealed bid process.

**1. Bid Process**

- a. Invitation For Bids (IFB) shall contain, at a minimum, the following:
  - 1. Description of item(s) to be purchased.
  - 2. Specifications covering the item(s) needed.
  - 3. Terms and conditions of the contract.
  - 4. General and special instruction to bidders.
  - 5. Whether the "lowest bid" will be computed by (1) line item; (2) groups of items; (3) the entire bid; (4) if the City has the discretion to make that determination independently.
  - 6. Price sheets for the vendors to submit prices.
  - 7. Offer and acceptance sheet for the bidder to sign.
- b. Bid documents. Bid documents shall be developed to promote full and unrestricted competition through setting forth a detailed description of the goods, supplies, equipment, or materials to be acquired.
- c. Public notice. A notice of the description of the purchase shall be published in the official newspaper with the following requirements.
  - 1. Published a minimum of one (1) time.
  - 2. Published at least thirteen days prior to the last date upon which bids will be received.
  - 3. Generally state a description of the items to be purchased.
  - 4. Invite sealed bids for the purchase.
  - 5. State where to submit the bids.
  - 6. State deadline for receipt of bids (day and hour).
- d. Bid amendments. If, after issuance of a bid, changes shall be made in quantity, specifications, delivery schedule, or closing date, or if corrections are needed because of defects or ambiguities, an amendment to the bid shall be issued. The amendment shall be in writing. Consider the time set for receipt of bids and the necessity or desirability of extending the closing date. Inform potential bidders of such extensions by telephone and then send written confirmation via an addendum by mail or electronically. All firms to whom the original bid was sent shall be notified of all changes and time extensions.

- e. Bid receipt and opening. Bids are to be received at the time, date, and location specified in the bid documents.
- f. Time and Date Stamped – Upon receipt, un-opened bids are to be time and date stamped to validate the time of receipt. Late bids shall not be considered and will be returned un-opened to the bidder.
- g. Bid evaluation. Bids shall be reviewed and checked for accuracy.

B. Contract Execution - Staff shall present the results of the bid evaluation to city council for consideration. Upon award by the city council, a "Notice of Award" shall be sent to the selected vendor. City council may reject all bids for good cause and re-advertise or award the contract to the lowest bidder. Immediately after the award is made, the bid quotations obtained shall be recorded, open to public inspection, and shall be available by telephone inquiry.

### Article III. Services

#### 2.84.170 Definitions.

A. "Professional services" shall mean architectural, landscape architectural, land surveying, and engineering services (RCW 39.80).

B. "Consultant services" shall mean those services in which a consultant provides advice, recommendations, reports, analyses, evaluations, audits, surveys, or other products of cognitive processes or expert services.

C. "Purchased services" shall mean a contract in which the contractor provides services to the city in the form of physical labor, and which labor is not subject to the supervision and control of city employees, and which labor does not constitute a public work. Purchased services which constitute maintenance as defined in section 2.84.280(B) are subject to prevailing wages.

D. "Minor Contract" shall mean for the purposes of this section a contract that involves a gross cost of \$15,000 or less within a 12-month period and has not been identified as a like item pursuant to section 2.84.070.

#### 2.84.180 Professional Services with an estimated gross cost less than \$300,000.

A. Procurement – Professional services with an estimated gross cost of less than \$300,000 will be accomplished utilizing the Consultant Roster procedures set forth in this section.

1. Publication of Notice. At least once a year notice will be published in the city's official newspaper encouraging professional services firms to submit their statement of qualifications and performance data (RCW 39.80.040).
2. Request for qualifications off of the Consultant Roster. The city shall use the following process to obtain statements of qualifications from businesses for the acquisition of professional services:
  - a. A written scope of work description shall be drafted for the specific services to be acquired, including deliverables, completion date, and any other significant terms of procurement;
  - b. A city representative shall contact appropriate businesses on the Consultant Roster according to subsection (1) of this section and obtain proposals from the businesses on the applicable consultant services.

#### B. Contract Execution

1. Professional services contracts with an estimated gross cost less than \$15,000 – The mayor shall have the authority to execute any contract for professional services with an estimated gross cost less than \$15,000 provided, that the acquisition of such services has been approved by city council through annual budget appropriation and/or capital plan. The finance director is authorized to attest such signature.

2. Professional services contracts with an estimated gross cost of \$15,000 or more – Staff shall present the results of the qualification based selection and contract negotiation to the city council for consideration and contract award.

**2.84.190 Professional Services with an estimated gross cost more than \$300,000.**

A. Procurement – Purchases of professional services contracts with an estimated gross cost over \$300,000 shall be through an advertised competitive selection process.

1. Proposal Process

- a. Requests For Qualifications (RFQ) shall contain, at a minimum, the following:
  1. Description of scope of work of the professional services to be provided.
  2. Terms and conditions of the contract.
- b. Public notice. A notice of the description of the professional services to be provided shall be published in the city's official newspaper with the following requirements.
  1. Published a minimum of one (1) time.
  2. Invite statements of qualifications for the work.
  3. State where to submit the statements of qualifications.
  4. State deadline for receipt of statements of qualifications (day and hour).
- c. Amendments. If, after issuance of the request of qualification, changes shall be made in request for qualifications, an amendment to the RFQ shall be issued. The amendment shall be in writing. Consider the time set for receipt of statements of qualifications and the necessity or desirability of extending the closing date. Inform potential proposers of such extensions by telephone and then send written confirmation via an addendum by mail or electronically. All firms to whom the original request for qualifications was sent shall be notified of all changes and time extensions.
- d. Statement of qualifications receipt. Statements of qualifications are to be received at the time, date, and location specified in the request for qualifications.
- e. Time and Date Stamped – Upon receipt, un-opened statements of qualifications are to be time and date stamped to validate the time of receipt. Late statement of qualifications shall not be considered and will be returned un-opened to the proposer.
- f. Contract Negotiations – After the most qualified firm has been selected, enter into and complete price negotiations with the firm.

B. Contract Execution – Following negotiation of an acceptable price with the most qualified firm, staff shall present the results of the selection and negotiation process to city council for consideration. Upon award by the city council, a "Notice of Award" shall be sent to the selected professional services firm.

**2.84.200 Consultant services with an estimated gross cost less than \$500.**

A. Procurement – Quotes and review of proposals from multiple consultants are recommended but not required for consultant services with a gross cost of less than \$500.00.

B. Contract Execution - The city council hereby directs and authorizes the mayor to execute Minor Contracts for consultant services. The finance director is authorized to attest such signature. The mayor may, upon his or her own volition, place any specific contract on the agenda for council authorization as he or she may see fit.

**2.84.210 Consultant services with a gross cost between \$500 and \$7,499.**

A. Procurement – Quotes and review of proposals are required for consultant services with an estimated gross cost between \$500 and \$7,499. Whenever possible, a city representative shall contact at least three (3) consultants to obtain quotes and review qualifications. If less than three (3) quotes are obtained, written justification shall be required as to why the three (3) quote minimum was not met.

B. Contract Execution – The city council hereby directs and authorizes the mayor to execute Minor Contracts for consultant services. The finance director is authorized to attest such signature. The mayor may, upon his or her own volition, place any specific contract on the agenda for council authorization as he or she may see fit.

**2.84.220 Consultant services with an estimated gross cost between \$7,500 and \$15,000.**

A. Procurement – Consultant services shall only be acquired by the city through the use of advertised proposal procedures when the gross cost is greater than \$7,500; provided, that consultant services estimated to cost between \$7,500 and \$15,000 may be accomplished utilizing the Consultant Roster procedures set forth in subsections (1) through (2) of this section.

1. Publication of Notice. At least twice a year notice of the existence of the consultant roster will be published in the city's official newspaper and shall solicit businesses for the Consultant Roster.
2. Request for proposals off of the Consultant Roster. The city shall use the following process to obtain proposals from businesses for the acquisition of consultant services:
  - a. A written scope of work description shall be drafted for the specific services to be acquired, including deliverables, completion date, and any other significant terms of procurement. The request for proposals shall include the evaluation criteria to be used in evaluating proposals and the weighting for each criterion;
  - b. A city representative shall contact at least three (3) different businesses on the Consultant Roster whenever possible and obtain proposals from the businesses on the required consultant services. If less than three (3) proposals are obtained, written justification shall be required as to why the three (3) proposal minimum was not met;
  - c. At the time such proposals are solicited, the city representative shall not inform a consultant of any other consultant's proposed price;
  - d. Copies of requests for proposals for consultant services equal to or greater than \$7,500 and less than \$15,000 will be submitted to the finance director prior to solicitation.

B. Contract Execution – The mayor shall have the authority to execute any contract for consultant services that is not subject to advertised competitive selection requirements; provided, that the acquisition of such services has been approved by city council through annual budget appropriation and/or capital plan. The finance director is authorized to attest such signature.

**2.84.230 Consultant services with an estimated gross cost more than \$15,000.**

A. Procurement – Purchases of consultant services over \$15,000 shall be through an advertised competitive selection process.

1. Proposal Process
  - a. Requests For Proposals (RFP) shall contain, at a minimum, the following:
    1. Description of scope of work of the consultant services to be provided.
    2. Terms and conditions of the contract.
    3. Evaluation criteria to be used in evaluating proposals and the weighting for each criterion.
  - b. Public notice. A notice of the description of the consultant services to be provided shall be published in the city's official newspaper with the following requirements.
    1. Published a minimum of one (1) time.
    2. Generally state the consultant services to be provided
    3. Invite proposals for work.
    4. State where to submit the proposals.
    5. State deadline for receipt of proposals (day and hour).
  - c. Amendments. If, after issuance of a request for proposals, changes shall be made in request for proposals, an amendment to the RFP shall be issued. The amendment shall be in writing. Consider the time set for receipt of proposals and the necessity or desirability of extending the closing date. Inform potential proposers of such extensions by telephone and then send written confirmation via an addendum by mail or electronically. All firms to whom the original request for proposals was sent shall be notified of all changes and time extensions.



- d. Proposal receipt. Proposals are to be received at the time, date, and location specified in the request for proposals.
- e. Time and Date Stamped – Upon receipt, un-opened proposals are to be time and date stamped to validate the time of receipt. Late proposals shall not be considered and will be returned un-opened to the proposer.

B. Contract Award - Staff shall present the results of the proposal evaluation to city council for consideration. City council may reject all proposals for good cause and re-advertise or award the contract to the highest ranked proposer. Upon award by the city council, a "Notice of Award" shall be sent to the selected consultant.

**2.84.240 Purchased services with an estimated gross cost less than \$500.**

A. Procurement - Quotes or proposals are recommended but not required for purchased services with a gross cost of less than \$500.00.

B. Contract Execution - The city council hereby directs and authorizes the mayor to execute Minor Contracts for purchased services. The finance director is authorized to attest such signature. The mayor may, upon his or her own volition, place any specific contract on the agenda for council authorization as he or she may see fit.

**2.84.250 Purchased services with an estimated gross cost between \$500 and \$7,499.**

A. Procurement – Quotes or proposals are required for purchased services with an estimated gross cost between \$500 and \$7,499. Whenever possible, a city representative shall contact at least (3) three vendors to obtain quotes or proposals. If less than three (3) quotes or proposals are obtained, written justification shall be required as to why the three (3) quote minimum was not met.

B. Contract Execution – The city council hereby directs and authorizes the mayor to execute Minor Contracts for purchased services. The finance director is authorized to attest such signature. The mayor may, upon his or her own volition, place any specific contract on the agenda for council authorization as he or she may see fit.

**2.84.260 Purchased services with an estimated gross cost between \$7,500 and \$15,000.**

A. Procurement – Purchased services shall only be acquired by the city through a formal advertised competitive selection process when the gross cost is greater than \$7,500; provided, that purchased services estimated to cost between \$7,500 and \$15,000 may be accomplished utilizing applicable vendor roster procedures set forth in subsections (1) through (2) of this section.

1. Publication of Notice. At least twice a year notice of the existence of the vendor roster will be published in the city's official newspaper and shall solicit businesses for the vendor roster.

2. Request for quotes off of the vendor roster. The city shall use the following process to obtain quotations from businesses for the procurement of purchased services:

- a. A written scope of work shall be drafted for the specific services to be purchased, including deliverables and standards;
- b. A city representative shall contact at least three (3) businesses and obtain quotations from the businesses for the required purchased services;
- c. At the time such quotations are solicited, the city representative shall not inform a service provider of any other business's bid;
- d. For telephone quotations, a written record shall be made by the city representative of each vendor's bid and of any conditions imposed on the bid by such service provider;
- e. Copies of bid documents for purchases of greater than \$7,500 and less than \$15,000 shall be submitted to the finance director prior to solicitation.

B. Contract Execution – The mayor shall have the authority to execute any contract for purchased services that is not subject to advertised competitive bidding requirements; provided, that the acquisition of such services has been approved by city council through annual budget appropriation and/or capital plan. The finance director is authorized to attest such signature. Immediately after the award is made, the bid quotations obtained shall be recorded, open to public inspection, and shall be available by telephone inquiry.

**2.84.270 Purchases with an estimated gross cost more than \$15,000**

A. Procurement – Purchases of purchased services over \$15,000 shall be through an advertised competitive selection process.

**1. Bid or Proposal Process**

- a. Invitation For Bids (IFB)/Request for Proposals (RFP). IFB/RFP shall contain, if applicable, the following:
  1. Description of services to be provided.
  2. Terms and conditions of the contract.
  3. Evaluation criteria to be used in evaluating proposals and the weighting for each criterion (only for RFPs).
  4. General and special instruction to bidders.
  5. Whether the "lowest bid" will be computed by (1) line item; (2) groups of items; (3) the entire bid; (4) if the City has the discretion to make that determination independently.
  6. Price sheets for the vendors to submit prices.
  7. Offer and acceptance sheet for the bidder to sign.
- b. Public notice. A notice of the description of the services to be provided shall be published in the official newspaper with the following requirements.
  1. Published a minimum of one (1) time.
  2. Generally state the services to be provided.
  3. Invite sealed bids or proposals.
  4. State where to file the bids or proposals.
  5. State deadline for receipt of bids or proposals (day and hour).
- c. Amendments. If, after issuance of a solicitation, changes shall be made, or if corrections are needed, an amendment to the solicitation shall be issued. The amendment shall be in writing. Consider the time set for receipt of submittals and the necessity or desirability of extending the closing date. Inform potential bidders of such extensions by telephone and then send confirmation by mail or electronically. All firms to whom the original solicitation was sent shall be notified of all changes and time extensions.
- d. Receipt and opening. Bids or proposals are to be received at the time, date, and location specified in the solicitation. Time and Date Stamped – Upon receipt, un-opened bids proposals are to be time and date stamped to validate the time of receipt. Late bids or proposals shall not be considered and will be returned un-opened.
- e. Evaluation. Bids or proposals shall be reviewed and checked for accuracy.

- B. Contract Execution - Staff shall present the results of the bid or proposal evaluation to city council for consideration. Upon award by the city council, a "Notice of Award" shall be sent to the selected consultant.

**Article IV. Public Works**

**2.84.280 Definitions.**

A. "Ordinary maintenance" shall mean maintenance work performed by City employees and that is performed on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually, but not less frequently than once per year), to service, check, or replace items that are not broken; or maintenance work performed by City Employees that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary (WAC 296-127-010(7)(b)(iii)).

B. "Maintenance" – Maintenance performed by contract is defined as keeping existing facilities in good usable, operational condition and is subject to prevailing wages requirements.

C. "Public work" shall have the same meaning as set forth in RCW 39.04.010, and shall include all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the city or which is by law a lien or charge on any property therein.

**2.84.290 Contracts with community service organizations for public improvements.**

A. Competition Waived. Pursuant to RCW 35.21.278, the city council may contract with the Chamber of Commerce, a service organization, a community, youth, or athletic association, or similar nonprofit association which is located in and providing service to the immediate neighborhood for drawing design plans; making improvements to a park, school playground, or public square; installing equipment or public art; or providing maintenance services for a public facility as a community or neighborhood project without utilizing a competitive bid process, and the city may reimburse the contracting association its expense.

B. Value of Services or Goods Received. The goods or services received by the city shall be at least equal to three (3) times the city's payment to the association.

C. Annual Limitation. The city's payments for all contracts made to all neighborhood associations pursuant to this section in any one calendar year shall not exceed \$25,000.

**2.84.300 Estimating costs of public works contracts.**

Consistent with RCW 39.04.020, the city shall develop a cost estimate for every public works project prior to soliciting bids. In determining the cost of a public works project, all amounts estimated to be paid for materials, supplies, equipment, sales taxes, and labor on the construction of the project shall be included in the cost estimate.

**2.84.310 Determining lowest responsible bidder.**

The city shall award any contract for a public works project to the lowest responsible bidder with a responsive bid; provided, that the city council may, in its sole discretion, elect to reject all bids. Bidder responsibility is defined in RCW 39.04.350.

**2.84.320 Public works projects constructed through city labor force.** The city may utilize its own labor force to construct public works projects if the estimated gross cost is less than \$40,000 employing a single craft or \$65,000 employing multiple crafts. Any goods, materials, supplies, equipment or services shall be procured in accordance with the city's procurement policy for those types of purchases.

1. For projects in excess of \$25,000, a city shall publish a description of the project and its estimated cost in its official newspaper at least fifteen (15) days before beginning the work (RCW 39.04.020).

**2.84.330 Public Works projects less than the bid limit.** Contracted public works with an estimated gross cost less than \$40,000 employing a single craft or \$65,000 employing multiple crafts.

A. Procurement – The city may waive the bid requirement for these public works projects and select a contractor(s) to negotiate price with.

B. Contract Execution – The mayor shall have the authority to award such public works contracts without the city council's approval, provided, that the city council shall ratify the mayor's approval at the next scheduled council meeting.

**2.84.340 Limited public works – Projects with an estimated gross cost less than \$35,000.**

A. Procurement – Pursuant to RCW 39.04.155(3), and in lieu of awarding contracts through a formal sealed bidding procedure the city may award a contract for a public work estimated to cost less than \$35,000 including tax, using the limited public works process provided under this section. The limited public works process is part of the small works roster process.

1. Public works projects awarded under this section are exempt from the requirement that contracts be awarded after advertisement as provided under RCW 39.04.010, and are exempt from the other requirements of the small works roster process as described in section 2.84.350 below.
2. For limited public works projects, the city shall solicit written quotations from all of the contractors on the appropriate Small Works Roster established pursuant to BMC 2.84.350, and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request.
3. For limited public works projects the city administrator may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialmen, suppliers, and taxes imposed under RCW Title 82 that may be due from the contractor for the limited public works project; however, the city shall have the right of recovery against the contractor for any payments made on the contractor's behalf. Any waiver of the bonding and retainage requirements shall be included in the bid documents prior to solicitation of quotations from contractors.
4. The city shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded. (RCW 39.04.155(3))

B. Contract Execution - The mayor shall have the authority to award any contract for a public work that is not subject to advertised public competitive bidding requirements, including projects awarded pursuant to a small works roster or limited public work; provided, that such public work project has been approved by the city council in the annual budget; and provided further, that the finance director certifies that funds are available.

**2.84.350 Small works roster - Projects with an estimated gross cost less than \$300,000.**

A. Procurement - Roster Authorized. Pursuant to RCW 39.04.155, the city is authorized to utilize a small works roster process to select contractors to perform work involving the construction, building, renovation, remodeling, alteration, repair, or improvement of real property. In accordance with that statute, the small works roster procedures described herein are in lieu of advertising a public works project.

1. Cost. The small works roster process described herein may be utilized for those projects involving the construction, building, renovation, remodeling, alteration, repair, or improvement of real property in which the estimated cost of the project does not exceed \$300,000, which estimate shall include the costs of labor, material, equipment, and sales and/or use taxes as applicable. The breaking of any project into units or accomplishing any projects by phases is prohibited if done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.
2. Bid Security and Performance Bonds. No bid security, in the form of a bid bond or bid deposit, shall be required for contracts awarded pursuant to the small works roster process. Performance bonds shall be required from all such contractors performing a public work, pursuant to the provisions of RCW 39.08.030.
3. Quotations. The city shall obtain written or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to the lowest responsible bidder, as defined in RCW 39.04.010, as follows:
  - a. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. This subsection does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes.
  - b. Quotations will be invited from all appropriate contractors on the appropriate small works roster.

4. A written record shall be made by the city of each contractor's bid on the project. Immediately after an award is made, the bid quotations obtained shall be forwarded to the city administrator's office, recorded, open to public inspection, and available by telephone inquiry. All bid documents will then be stored in the city administrator's office. A copy of the contractor's quotation shall be forwarded with the contractor's first invoice to the finance director.

B. Contract Execution - The mayor shall have the authority to award any contract for a public work that is not subject to advertised public competitive bidding requirements, including projects awarded pursuant to a small works roster or limited public work; provided, that such public work project has been approved by the city council in the annual budget; and provided further, that the finance director certifies that funds are available.

**2.84.360 Public Works with an estimated gross cost more than \$300,000**

A. Procurement - Purchases of Public works over \$300,000 shall be through an advertised competitive bid process.

1. Bid Process

- a. Invitation For Bids (IFB). IFB shall contain, at a minimum, the following:
  1. Description of work to be performed.
  2. Specifications covering the item(s) needed or work required.
  3. Plans and drawings describing the work to be performed.
  4. Terms and conditions of the contract.
  5. General and special instruction to bidders.
  6. Mandatory and supplemental bidder responsibility criteria for evaluating whether the low bidder is a responsible bidder.
  7. Price sheets for the vendors to submit prices.
  8. Offer and acceptance sheet for the bidder to sign.
- b. Bid development, specifications. Specifications shall be developed to promote full and unrestricted competition through setting forth actual, minimum requirements.
- c. Public notice. A notice of the description of the public work will be published in the official newspaper with the following requirements.
  1. Published a minimum of one (1) time.
  2. Published at least thirteen days prior to the last date upon which bids will be received.
  3. Generally state the work to be done.
  4. Invite sealed bids for work.
  5. State where to submit the bids.
  6. State deadline for receipt of bids (day and hour).
- d. Bid amendments. If, after issuance of an IFB, changes shall be made in quantity, specifications, delivery schedule, or closing date, or if corrections are needed because of defects or ambiguities, an amendment to the IFB shall be issued. The amendment shall be in writing. Consider the time set for receipt of bids and the necessity or desirability of extending the closing date. Inform potential bidders of such extensions by telephone and then send confirmation by mail or electronically. All firms to whom the original bid was sent shall be notified of all changes and time extensions through direct correspondence or posted to the city website.
- e. Bids receipt and opening. Bids are to be received at the time, date, and location specified in the bid document. Time and Date Stamped - Upon receipt, un-opened bids are to be time and date stamped to validate the time of receipt. Late bids shall not be considered and will be returned un-opened to the bidder.
- f. Bid evaluation. Bids shall be reviewed and checked for accuracy and for whether the bidder is a responsible bidder based on the mandatory bidder responsibility criteria and any supplemental bidder responsibility criteria included in the bid documents.

B. Contract Execution - Staff shall present the results of the bid evaluation to city council for consideration. Upon award by the city council, a "Notice of Award" shall be sent to the selected contractor.

**2.84.370 Retainage.**

Except as provided under the limited public works process set forth in RCW 39.04.155(3), and pursuant to RCW 60.28.011, the city shall withhold five percent of the money due a contractor for a public work contract until at least 45 days following final acceptance of the contract by the city, provided the city has obtained releases from the state department of revenue, employment security department, and department of labor and industries. In addition, the city shall have received an affidavit of wages paid, approved by the department of labor and industries, from the contractor and all subcontractors.

**2.84.380 Payment and performance bonds.**

Pursuant to RCW 39.08.010, and except as allowed under the limited public works process set forth in RCW 39.04.155(3), the city shall require all contractors entering into a contract with the city for the construction of a public work to submit to the city a payment and performance bond in a form as approved by the city attorney. Such bond shall be in an amount not less than 100 percent of the contract price.

A. Notwithstanding the foregoing, and in accordance with RCW 39.08.010, at the contractor's option and with the approval of the mayor, the city may, for public works projects less than \$35,000, in lieu of a performance and payment bond, retain 50 percent of the contract amount for a period of 45 days after date of final acceptance and settlement of any liens filed under chapter 60.28 RCW.

**2.84.390 Prevailing wages on public works and maintenance contracts.**

The payment of prevailing wages as required by chapter 39.12 RCW shall apply to all contracts for public works and to all maintenance work performed by contract.

**2.84.400 Public works change orders and contract amendments.**

A. The mayor is hereby authorized and directed to approve and execute public works contract change orders for an increase in the compensation or price to be paid under the contract under the following conditions:

1. If the change order does not change basic nature or purpose of the scope of the project; and
2. If the total cumulative increase or decrease in the contract amount, as a result of the current and preceding change orders, does not exceed 10 percent of the bid total stated in the original approved contract; and
3. The finance director verifies that funds have been budgeted and are available.
4. There is sufficient breakdown and documentation of how the change order amount was calculated and negotiated and such calculation is consistent with the contract documents.

B. Where the mayor approves and executes change orders or contract amendments according to the conditions set forth in subsection (A) of this section, the mayor shall forward the change order to the city council for its information within 30 days of the signing of the change order.

C. If the change order does not meet the conditions set forth in subsection (A) of this section, the mayor shall submit the change order to the city council for approval in advance of execution of the change order.

**2.84.410 Final acceptance of public works contracts.**

A. The mayor is authorized to declare final acceptance of public works contracts without action by the city council.

B. No public works contracts shall be deemed to be accepted until such time as the city has obtained releases from the state department of revenue, employment security department, and department of labor and industries.

**Article V. Other Procurements****2.84.420 Computers and telecommunications systems and equipment.**

Notwithstanding any provision of this chapter to the contrary, electronic data processing equipment, including computers, telecommunication equipment, and/or software may be acquired by the city through a competitive negotiation process in accordance with the provisions of RCW 39.04.270.

**2.84.430 Cooperative purchasing.**

To the greatest extent allowed by law, the city is hereby authorized to join in cooperative purchasing arrangements with other public agencies that are similarly authorized to join in cooperative purchasing arrangements, when the best interests of the city would be served thereby.

A. Cooperative purchasing arrangements entered into under the authority of chapter 39.34 RCW, Interlocal Agreements, shall comply with the requirements of that chapter. Any other cooperative purchasing agreement shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties and shall be governed by the requirements of state law in regard to competitive bidding when applicable.

B. Cooperative purchasing arrangements entered into under the authority of chapter 39.34 RCW shall be approved by the city council and recorded with the finance director of the city.

**2.84.440 Purchase at auctions.**

A. Pursuant to RCW 39.30.045, the mayor and those city of Burlington officers identified in this chapter to whom the mayor has delegated explicit authority may purchase any supplies, equipment, or materials at auctions conducted by the government of the United States or any agency thereof, any agency of the state of Washington, any municipality or other government agency, or any private party without being subject to public bidding requirements if the items can be obtained at a competitive price.

B. For the purposes of this section, a "competitive price" shall be deemed to be the amount of money or other consideration a willing buyer would be reasonably expected to pay to a willing seller for similar goods on the open market, inclusive of taxes, fees, and other expenses inherent in the acquisition of the good or goods, taking consideration of the age, expected useful life, condition, availability of the goods, and other material factors.

C. For those goods which are to be expected to be acquired at auction for a price in excess of \$15,000, the approval of the city council shall be obtained prior to the auction.

**2.84.450 Sole source procurement.**

A. Brand Names. The city of Burlington may procure goods by specifying a particular brand name; provided, that the responsible city officials have exercised their judgment and determined that a certain brand name is of higher quality or is better suited to the municipality's needs.

B. Monopolies and Sole Source. Pursuant to RCW 39.04.280, competitive bidding requirements may be waived for the purchase of goods, material, equipment, or supplies when there is clearly and legitimately only one source capable of supplying the goods in a timely fashion, and when any advertisement for bids would result in a single bid. In accordance with that statute, this section shall serve as the city's written policies governing the acquisition of goods from a sole source vendor.

1. In the event the material, equipment, supplies, or goods are available from only one supplier, written documentation demonstrating the appropriateness of sole source procurement shall be submitted to and approved by the mayor prior to the acquisition of the material, equipment, supplies, or goods. The mayor may delegate the authority to determine the propriety of sole source procurement to the city administrator. Such written documentation shall recite the factual basis for the exception from competitive procurement. The city administrator's approval shall constitute authorization to conduct negotiations as appropriate as to price, delivery, and terms.

2. The mayor may request the city council to waive the requirements for seeking competitive bids when material, equipment, supplies, or goods are available from only one supplier by resolution.

3. Except in the event of an emergency, the contract and the basis for the exception from competitive procurement shall be recorded and open to public inspection immediately after its award.

**C. Special Market Conditions.** Pursuant to RCW 39.04.280, competitive bidding requirements may be waived for the purchase of goods, material, equipment, or supplies when special market conditions exist. In accordance with that statute, this section shall serve as the city's written policies governing the acquisition of goods when special market conditions exist.

1. In the event that market conditions exist that would allow the city to either take advantage of a favorable price for material, equipment, supplies, or goods for a limited period of time, or prevent the city from incurring additional expenses when prices for material, equipment, supplies or goods are expected to rise prior to the ability of the city to complete a competitive bid process, then the mayor is hereby authorized to waive competitive bidding requirements. Written documentation demonstrating that special market conditions exist shall be submitted to and approved by the city administrator prior to the acquisition of the material, equipment, supplies, or goods. Such written documentation shall recite the factual basis for the exception from competitive procurement. The city administrator's approval shall constitute authorization to conduct negotiations as appropriate as to price, delivery, and terms.

2. The city administrator may request the city council to waive the requirements for seeking competitive bids when a special market condition exists.

3. Except in the event of an emergency, the contract and the basis for the exception from competitive procurement shall be recorded and open to public inspection immediately after its award.

#### **2.84.460 Emergency procurements.**

A. For the purpose of this chapter, an "emergency" shall be defined as unforeseen circumstances beyond the control of the city, its officers and agents, that either: (1) present a real, immediate threat to the proper performance of essential functions; or (2) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

B. Notwithstanding any other provisions of this chapter, the mayor may make or authorize others to make procurements of public works, materials, supplies, or equipment, without complying with the requirements of this chapter when there exists an emergency; provided, that such emergency procurements shall be made with such competition as is practicable under the circumstances.

1. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file located within the city administrator's office.

2. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract, which shall be reported to the city council at the next subsequent meeting.

#### **2.84.470 Multi-term contracts.**

A. **Specified Period.** Unless otherwise provided by law, a contract may be entered into for any period of time deemed to be in the best interests of the city, so long as funds are available for the current budget year at the time of contracting. Payment and performance obligations for succeeding budget years are subject to the availability and appropriation of funds.

B. **Determination Prior to Use.** Prior to the utilization of a multi-term contract it is to be determined that estimated requirements cover the period of the contract and are reasonably firm and continuing; and that such contract will serve the best interests of the city by encouraging effective competition or otherwise promoting the city's interests.





ITEM #: 7

CHECK ONE:

NEW BUS. X

OLD BUS.       

## AGENDA ITEM

Council Date: December 14, 2017 Subject: Purchase of Hydraulic Extrication Equipment  
Levon Yengoyan, Fire Chief

Attachments: Adopted 2017-2022 Public Safety CIP Public Hearing Required: YES ( ) NO ( X )  
Adopted 2017 ER&R Budget  
LN Curtis Quote

### SUMMARY

The Fire Department's current hydraulic auto extrication equipment was purchased in 1986 and is over 30 years old. These tools do not operate at the pressures required to cut and spread materials found in newer vehicles. The replacement of this equipment has been identified in City's adopted Capital Improvement Plan (CIP# PS-109) and funds were appropriated for this purchase in the 2017 budget.

This purchase will be made through an Inter-Governmental Agreement with the Public Procurement Authority for cooperative purchasing. The documents relating to this agreement are attached under in the previous agenda item.

### RECOMMENDATION

I motion to approve the purchase of Hydraulic Extrication Equipment via the Inter-Governmental Agreement for cooperative purchasing with the Public Procurement Authority.

Capital Improvement Plan 2017 - 2022										
Program Category: Public Safety										
CIP #	EXPENDITURES	FUND	2017	2018	2019	2020	2021	2022	TOTAL	NOTES / QUESTIONS
Police Department										
PS-002	Annual Vehicle Replacement	Curr Exp	168,000	115,000	140,000	150,000	140,000	180,000	893,000	
PS-004	Vehicle Replacement - Code Enf.	Curr Exp			30,000				30,000	
PS-005	Radar Trailer	Curr Exp	15,000						15,000	
PS-018	New Patrol Vehicle	Curr Exp	45,000						45,000	
PS-019	Motorcycle Traffic Unit	Curr Exp		30,000					30,000	
PS-020	Spylman Mobile Data Upgrade	Curr Exp				35,000			35,000	
PS-025	Base Station Repeater Upgrade	Curr Exp			15,000				15,000	
PS-026	Portable Radio Replacement	Curr Exp				68,000			68,000	
PS-027	Lightbar Replacement	Curr Exp						25,000	25,000	
PS-028	Total Station Investigative Tool	Curr Exp			15,000				15,000	
	POLICE TOTAL:		228,000	145,000	200,000	253,000	140,000	205,000	1,171,000	
CIP #	EXPENDITURES	FUND	2017	2018	2019	2020	2021	2022	TOTAL	NOTES / QUESTIONS
Fire Department										
PS-101	Portable Mobile Radios	501	5,000						5,000	Modified based on AFG Grant
PS-109	Hydraulic Rescue Extration	501	57,000						57,000	No Change
PS-110	Breathing Compressor/filling station	501			64,450				64,450	No Change
PS-111	Fire Hose Replacement	501	5,000	5,000	5,000	5,000	5,000	5,000	30,000	Modified for annual replacement cycle
	Ladder Truck Replacement (1) \$302,404									
	total 10 year impact fees toward new ladder truck	501 / Imp Fee		1,500,000					1,500,000	No Change - 20 year replacement cycle, ERR Fund Developed
PS-112										
PS-113	Engine Replacement (2)	501			500,000				500,000	No Change - 10 year replacement cycle X 2, ERR Fund Developed
PS-114	Station Remodel for Capacity	300								0 Moved to Public Works CIP
PS-115	Self Contained Breathing Apparatus	Grant				200,000			200,000	Moved to 2020 to correspond with new NFPA Standards, ERR Fund Developed
PS-116	Personal Protective Equipment	Grant	20,000	20,000	20,000	20,000	20,000	20,000	120,000	Modified for annual replacement cycle
PS-117	Satellite Station East of BNSF mainline	Loan							0	Moved to Public Works CIP
PS-118	Staff Vehicle (2)	501	50,000						100,000	Modified for 12 year replacement cycle, ERR Fund Developed
PS-119	BLS Ambulance (1)	501 / EMS Grant		200,000	25,000				200,000	50% from EMS Grant and 50% Impact Fees - 10 year replacement cycle, ERR Fund Developed
PS-120	Burlington Hill Radio Repeater	501							25,000	Added for potential radio system enhancement with Shogit 911
	FIRE TOTAL:		137,000	1,725,000	614,450	225,000	25,000	75,000	2,801,450	
CIP #	EXPENDITURES	FUND	2017	2018	2019	2020	2021	2022	TOTAL	NOTES / QUESTIONS
Fire Marshal										
FM-100	Vehicle Replacement	301	12,500	12,500	12,500	12,500	12,500		62,500	Purchase new vehicle in 2021
	FIRE MARSHAL TOTAL:		12,500	12,500	12,500	12,500	12,500	0	62,500	

**DEPARTMENT**

**501-000**

**Equipment Rental &  
Replacement Fund**

All counties and cities with a population over 8,000 are required to have an ER&R fund per RCW 35.21.088. The City started the process of establishing this fund in 2013. In 2017 the City will implement the use of the ER&R fund by purposeful incremental funding for purchases of replacement capital equipment using funding based on adopted standards and levels of service, expected useful life for buildings & grounds, library, IT, fiber, public safety, parks, cemetery, sewer, streets, and storm water departments.

**2017 ER&R**

\$2,400	IT - Police – PC and Laptop
\$2,500	IT - Server Hard Drive and Upgrades
\$4,600	IT - Library PCs
\$1,500	IT - Mitel Phone Upgrades
\$18,000	IT - Network Switch Upgrades
\$5,500	IT - Barracuda SPAM Appliance Replacement
\$7,500	IT - Barracuda Archive Appliance Replacement
\$1,500	IT - Desktop Hard Drives to Solid State Drives Replacement
\$2,500	IT - Server Uninterruptable Power Supply Replacement
\$1,500	IT - Fire PC Replacement
\$5,000	IT - Server Room 19" Rack Expansion
\$2,000	IT - Refurbished Laptops – Various Departments
\$1,000	IT - IT Tablets
\$2,000	IT - Archive Hard Drive for DR & Backups
\$3,200	IT - Engineering Workstation Replacement
\$2,400	IT - Parks Replacement PC
\$8,500	IT - BCBA2 Server Replacement
\$8,000	IT - Council Chambers Projector Replacement

## Department Overview 2017 Budget

DEPARTMENT

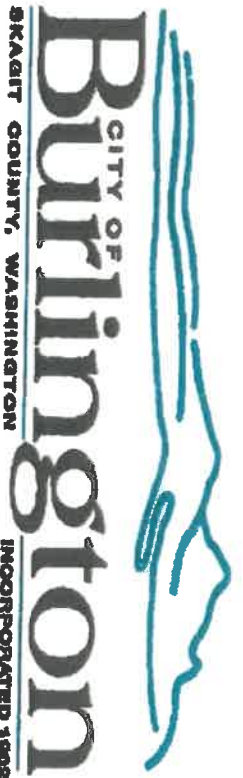
501-000

### Equipment Rental & Replacement Fund

\$15,000	IT - Police Camera Replacement
\$6,500	IT - BCNAS1 Storage Server Replacement
\$5,000	IT - City Hall Cameras
\$2,500	IT - VIC and Library Video Message Boards
\$104,000	Police - Replace Two Vehicles
\$36,000	Police - Replace Detective Vehicle
\$8,000	Police - Replace Traffic Patrol Vehicle (Equip Charger)
\$5,700	Police - Replace Squad Room Chairs
\$11,000	Police - Radar Trailer
\$375,000	Fire - CIP PS-112 - 25% of purchase price for Ladder Truck - 2020 Purchase
\$25,000	Fire - CIP PS-118 - Replace Staff Vehicle - Future \$12,500 each year - Replace every 4 years
\$68,750	Fire - CIP PS-110 & PS-115 - Self-Contained Breathing Apparatus - Replace in 2020 for \$275,000
\$100,000	Fire - CIP PS-113 - Replace Engine in 2021 - Purchase Price \$500,000 - Future \$50,000 each year - Replace every 10 years
\$60,000	Fire - CIP PS-109 - Auto Extrication Equipment
\$25,000	Fire Marshal - Vehicle Replacement in 2020 - Purchase Price \$50,000 - Every 4 years
\$20,000	Sewer - Replace trucks - One in 2018 & One in 2020
\$15,000	Sewer - Computer Systems
\$50,000	Sewer - Camera Truck Upgrades
\$5,000	Cemetery - Lowering device with telescoping supports
\$19,500	Library - Lighted Wayfinding Sign - \$19,500 Accumulated from 2015 & 2016 budgets
\$1,133,350	Total

# General Ledger 2017 Adopted Expenditure Budget

User: reuter  
Printed: 08/22/17 13:40:37  
Period: 01 - 15  
Fiscal Year: 2017



Account Number	Description	2014 Actual	2015 Actual	2016 Actual	2016 Adopted Budget	2017 Adopted Budget
501	Equipment Rental & Repair Fund					
000	Department					
594	Capital Expenditures					
	Capital Outlay					
501-000-594-18-60-02	ER&R IT Equip Replacement	0.00	0.00	0.00	0.00	95,900.00
501-000-594-21-60-01	ER&R Police Veh Replacement	0.00	0.00	0.00	0.00	148,000.00
501-000-594-21-60-02	ER&R Police Equip Replacement	0.00	0.00	0.00	0.00	16,700.00
501-000-594-22-60-01	ER&R Fire App Replacement	0.00	0.00	0.00	0.00	25,000.00
501-000-594-22-60-02	ER&R Fire Mach & Equip Replace	0.00	0.00	0.00	0.00	60,000.00
501-000-594-24-60-01	ER&R Fire Marshall Veh Replace	0.00	0.00	0.00	0.00	25,000.00
501-000-594-32-60-01	ER&R Fiber Mach & Equip	0.00	0.00	0.00	0.00	5,000.00
501-000-594-35-60-02	ER&R Sewer Mach & Equip Replace	0.00	0.00	0.00	0.00	50,000.00
501-000-594-36-60-01	ER&R Cemetery Mach & Equip	0.00	0.00	0.00	0.00	5,000.00
501-000-594-42-60-01	ER&R Streets Machine & Equip	0.00	0.00	0.00	0.00	55,000.00
501-000-594-42-60-02	ER&R Streets Vehicle Replace	0.00	0.00	0.00	0.00	40,000.00
501-000-594-72-60-01	ER&R Library Mach & Equip Repl	0.00	0.00	0.00	0.00	19,500.00
501-000-594-76-64-00	ER&R Machinery & Equipment Capital Outlay	99,071.41	156,459.54	125,046.84	104,000.00	545,100.00
		99,071.41	156,459.54	125,046.84	104,000.00	545,100.00
594	Capital Expenditures	99,071.41	156,459.54	125,046.84	104,000.00	545,100.00
000	Department	99,071.41	156,459.54	125,046.84	104,000.00	545,100.00

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DUNS#: 00-922-4163



Northwest Division  
6507 S. 208th St.  
Kent, WA. 98032  
[www.LNCURTIS.com](http://www.LNCURTIS.com)  
Quotation No. 74431

## Quotation

<b>CUSTOMER:</b> Burlington City Fire Department 833 S. Spruce Street Burlington WA 98233	<b>SHIP TO:</b> Burlington City Fire Department 350 Sharon Ave Burlington WA 98233	<b>QUOTATION NO.</b> 74431	<b>ISSUED DATE</b> 11/20/2017	<b>EXPIRATION DATE</b> 1/19/2018
		<b>SALESPERSON</b> Puget Sound John Cefalu <a href="mailto:jcefalu@lncurtis.com">jcefalu@lncurtis.com</a> 206-661-3296	<b>CUSTOMER SERVICE REP</b> John Cefalu <a href="mailto:jcefalu@lncurtis.com">jcefalu@lncurtis.com</a> 206-661-3296	

<b>REQUISITION NO.</b>	<b>REQUESTING PARTY</b> Levon Yengoyan	<b>CUSTOMER NO.</b> C32821	<b>TERMS</b> Net 30	<b>OFFER CLASS</b> FR
<b>F.O.B.</b> SP	<b>SHIP VIA</b> Best Way	<b>REQ. DELIVERY DATE</b>		

### NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	272085000 HURST	S 700E2 EDRAULIC CUTTER PACKAGE, CONSISTING OF: 1- S 700E2 CUTTER 1- CHARGER 2- EXL BATTERIES	\$9,971.00	\$9,971.00
2	1	EA	PPS700E2 PLASTIX	HORIZONTAL MOUNT- HURST S700E2 CUTTER GEN 2	\$234.10	\$234.10
3	1	EA	271555000 HURST	SP555E2 EDRAULIC 2 28" SPREADER PACKAGE - CONSISTING OF: 1 - SP555E2 SPREADER 1- CHARGER 2- EXL BATTERIES	\$11,132.00	\$11,132.00
4	1		PPSP555E2 PLASTIX	Horizontal Mounting Bracket for SP555E2 Spreader	\$239.00	\$239.00
5	1	EA	274085000 HURST	R421E EDRAULIC 2 RAM PACKAGE- CONSISTING OF 1- R421E2 RAM 1- CHARGER 2- EXL BATTERIES .	\$7,788.00	\$7,788.00
6	1		PPR412E2 PLASTIX	MOUNTING BRACKET FOR R412E2 RAM	\$215.00	\$215.00



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 DUNS#: 00-922-4163

# CURTIS

TOOLS FOR HEROES

Northwest Division  
 6507 S. 208th St.  
 Kent, WA. 98032  
[www.LNCURTIS.com](http://www.LNCURTIS.com)  
 Quotation No. 74431

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
7	1	EA	273023000 HURST	SC358E2 EDRAULIC 2 COMBI PACKAGE CONSISTING OF: 1ea 273023000-1 SC358E2 COMBI TOOL 1ea 272080411 110V CHARGER 2ea 272085410 EXL BATTERIES	\$11,396.00	\$11,396.00
8	1		PPSC358E2 PLASTIX	HORIZONTAL MOUNTING BRACKET FOR SC357E2 COMBI	\$215.00	\$215.00
9	1	EA	272080910 HURST	EDRAULIC DC BANK CHARGER	\$1,540.00	\$1,540.00
10	1	EA	272085412 HURST	110V POWER SUPPLY ADPTR PLUG F/ EDRAULIC 2	\$712.50	\$712.50
11	1	EA	RWC2 SOFT RHYNO	*KIT INCLUDES: R2 CUTTER QTY 2 = R2 BATTERIES 1/2 HOUR SMART BATTERY CHARGER - 14.4V R2 MANUEL CUTTER BLADE ALLEN KEY"	\$652.49	\$652.49
12	1	EA	CTC-6006 RESCUE 42	TELECRIB SQUAD KIT, CONSISTING OF: * 2ea. LONG STRUTS * 2ea. TELECRIB JUNIOR STRUTS * 2ea. RATCHET STRAPS * 2ea. SPIKE FEET * 2ea. HOOK CLUSTERS * 1ea. CLINCH RING * 1ea. SPARE STRUT PIN * 1ea. SPARE BASE PIN * 1ea. SMALL ACCESSORY BAG * 1ea. INSTSRUCTIONAL DVD	\$5,160.00	\$5,160.00
13	1	PR	SRK-JR RESCUE 42	SHARK JUNIOR COLLAPSIBLE STEP CHOCKS INCLUDES: * 2ea. 12" COLLAPSIBLE STEP CHOCKS WITH SHOULDER STRAP	\$595.00	\$595.00
14	1	ST	SRK-L2 RESCUE 42	LARGE COLLAPSIBLE STEP CHOCK SET INCLUDES: * 2ea. 16" COLLAPSIBLE STEP CHOCKS	\$685.00	\$685.00
15	1	EA	OPL RESCUE 42	O-PLATE RESCUE PLATE W/ 9.5 TON SHACKLE	\$375.00	\$375.00
16	2	EA	CTC-503 RESCUE 42	STRUT JACK, INCLUDES: 1-LIFTING JACK, 1-BASE PIN, 1-BALL DETENT PIN, 1-SAFETY PIN	\$945.00	\$1,890.00
17	1	EA	CTC521 RESCUE 42	3/8" X 20' GRA 70 CHAIN GRAB HOOKS EA END	\$110.00	\$110.00
18	8	EA	CTC520 RESCUE 42	1" DIA X 4' LONG X 2-3/4" HEAD PICKET	\$125.00	\$1,000.00

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Quotation No. 74431

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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SMALL BUSINESS  
CAGE CODE: 5E720  
DUNS NUMBER: 009224163  
SIC CODE: 5099  
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 1/19/2018. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$53,910.09
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Tax Total	\$4,624.86
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Transportation*	\$500.00
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\*(to be added when order ships)

Total	\$59,034.95
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