

CITY COUNCIL AGENDA
City Hall, 833 South Spruce Street
7:00 p.m. January 12, 2023

MEETING TO BE HELD IN-PERSON & REMOTELY
ZOOM WEBINAR LINK: <https://zoom.us/j/97859681042>
ZOOM DIAL-IN: +1-253-215-8782
WEBINAR ID: 978 5968 1042

Workshop: January 12, 2023 6PM-7PM – Pedestrian Safety Techniques and Devices

CALL TO ORDER:

MINUTES: [City Council Meeting December 8, 2022](#)

AUDIT OF BILLS:

PUBLIC COMMENTS:

MAYOR'S UPDATE:

COUNCIL COMMENTS:

COMMITTEE & BOARD REPORTS:

OFFICER'S REPORTS:

PROCLAMATIONS:

PRESENTATIONS:

CONSENT AGENDA: [1\) Amendment of BMC 9.108](#)

OLD BUSINESS:

PUBLIC HEARING:

NEW BUSINESS:

- [1\) Prosecution Services](#)
- [2\) Canton Parking Lot Lease-Allowance for Owner's Use of Back Area of Remodel](#)
- [3\) 3 Month Contract Extension for Mt. Law- Indigent Defense](#)
- [4\) Purchase Replacement Ambulance](#)
- [5\) EMS Field Training Evaluation Program](#)
- [6\) Mount Vernon Fiber Services Agreement](#)
- [7\) Replacement Folding Tables for Senior Center and Library Meeting Room](#)
- [8\) Purchase New Landpride Mower](#)
- [9\) Portable Restroom Services Agreement](#)
- [10\) Potential Council Retreat](#)

DISCUSSION:

<u>FUTURE WORKSHOP:</u>	CIP Review & Prioritization	<u>Thursday January 19, 2023 6:00 PM</u> MEETING TO BE HELD REMOTELY VIA TELEPHONE: 1-774-777-4255 CONFERENCE ID No.: 589-8786
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EXECUTIVE SESSION:

ADJOURNMENT:

<u>MEETINGS:</u>	1) <u>AUDIT & FINANCE COMMITTEE:</u>	<u>Tuesday January 12, 2023 4:00 PM</u> MEETING TO BE HELD REMOTELY VIA TELEPHONE: 1-774-777-4255 CONFERENCE ID No.: 589-8786
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FUTURE COUNCIL AGENDA

January 19, 2023 Workshop – 6PM to 8PM

2023 Capital Improvement Plan (CIP) Review and Prioritization

Presentation – Possible Council Work Session Topics for 2023

January 26, 2023 Council Meeting

6PM Workshop – Future of Carnegie Library

Introduction of New City Prosecutors

Presentation from Dike District 17

Presentation: Completed Comprehensive Plan and Comp Plan Maps

Presentation – 2022 Year In Review – Accomplishments, Challenges, & Opportunities
Municipal Court
Legal Department & Indigent Defense
Human Resources

Discussion and Possible Action – Future Use of Carnegie Library

Ordinance Amending 2023 Budget #1

Professional Service Agreement – DOE Boat Launch Maintenance Permit

Fiber Support Agreement with Mount Vernon

Update Fee Schedule Adoption

Arts Commission Creation Discussion/Ordinance

Presentation – Preliminary Year End 2022 Financial Results for City

February 9, 2023 Council Meeting

Presentation – 2022 Year In Review – Accomplishments, Challenges, & Opportunities
Finance Department
Community Development
Facilities Maintenance

Presentation – Thru-January Financial Data

Presentation – Revised Wastewater Comprehensive Plan

Discussion – Potential Road and Access Improvements to Skagit River Park

Discussion – Ordering of Bathroom for Rotary Park

Discussion – The “Treeing” of Fairhaven



FUTURE COUNCIL AGENDA

Page 2

February 16, 2023 Workshop – 6PM to 8PM

Potential Repurposing of Parks and Recreation Building into Community Center

February 23, 2023 Council Meeting

Presentation – Completed Comprehensive Plan:

- Code Amendments
- Comp Plan Maps
- Revised Zoning Map

Presentation – 2022 Year In Review – Accomplishments, Challenges, & Opportunities

- Information Technology & Fiber
- Police Department
- Street Department

Presentation - Options for New City Gateway Entrance Signage

Resolution Surplusing Fire Equipment

March 9, 2023 Council Meeting

Presentation – 2022 Year In Review – Accomplishments, Challenges, & Opportunities

- Parks Department & Cemetery
- Recreation Department & Festivals
- Library

March 23, 2023 Council Meeting

Presentation – 2022 Year In Review – Accomplishments, Challenges, & Opportunities

- Fire/EMS
- Wastewater
- Storm

Presentation – Thru-February Financial Data

Presentation – Final Comprehensive Plan, Code Amendments, Comp Plan Maps and Zoning Map

Ordinance Adopting Final Comprehensive Plan, Code Amendments, Comp Plan Maps and Zoning Map



FUTURE COUNCIL AGENDA

Page 3

April 13, 2023 Council Meeting

Presentation – 2022 Year In Review – Accomplishments, Challenges, & Opportunities

PW – Engineering

Code Enforcement

Fire Inspection

May 11, 2023 Council Meeting

Presentation – 2022 Year In Review – Accomplishments, Challenges, & Opportunities

Information Technology & Fiber

January 2023

January 2023							February 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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										25	26	27	28

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 1, 23	2	3 6:00pm Library Board (Library Meeting Room)	4	5	6	7
8	9	10 2:00pm Historical Preservation Board 4:00pm Public Safety Committee (via 5:30pm Parks Board	11	12 4:00pm Audit & Finance Committee 6:00pm Workshop- Pedestrian Safety 7:00pm Council Meeting	13	14
15	16	17 4:00pm Public Works Committee (Telephonic)	18 1:00pm SKAT Board (Burlington City Hall) 5:30pm Planning Commission (Council Chambers)	19 6:00am Workshop - 2023 Capital Improvement Plan Review and Prioritization (Council	20	21
22	23	24	25	26 4:00pm Audit & Finance (Telephonic) 6:00pm Workshop-Future of 7:00pm Council Meeting	27	28
29	30	31	Feb 1	2	3	4

February 2023

February 2023						
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March 2023						
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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 29	30	31	Feb 1	2	3	4
5	6	7 6:00pm Library Board (Library Meeting Room)	8	9 4:00pm Audit & Finance Committee (Telephonic) 7:00pm Council Meeting (Council Chambers)	10	11
12	13	14 4:00pm Public Safety Committee (via Zoom) 5:30pm Parks Board (Zoom)	15 1:00pm SKAT Board (Burlington City Hall) 5:30pm Planning Commission (Council Chambers)	16	17	18
19	20	21 4:00pm Public Works Committee (Telephonic)	22	23 4:00pm Audit & Finance (Telephonic) 7:00pm Council Meeting (Council Chambers)	24	25
26	27	28	Mar 1	2	3	4

ADMINISTRATOR'S REPORT

City Administrator's Report

City Council Meeting of January 12, 2023

Greetings All

We will begin our first meeting of 2023 with a Pedestrian Safety Workshop at 6PM. As I noted in a prior email, please bring the three-ring binders we provided for the Traffic Calming Workshop as this new material is meant to be an adjunct to this prior session.

On the regular agenda we have one item on the Consent Agenda – with recent changes to the Domestic Violence statutes from Olympia, we wanted to be sure that our City Code reflected the newest laws.

After this we will take up the Agreement for outside prosecution services. If you remember, in addition to having our City Attorney being involved in court cases, we contract for an outside prosecutor to handle many of the cases in Municipal Court. We recently advertised for these services, received two proposals, interviewed the two firms, and are recommending that we enter into an Agreement with Zachor, Stock & Krepps (ZSK) for 2023 and 2024. ZSK is a large law firm and has recently taken on the prosecution services for many other cities. As a result, they bring a stable of qualified lawyers many of which specialize in certain areas of law. We feel that we will receive an increased level of prosecution services as we have heard positive reviews from the other cities they serve.

Next is a revision to the Canton Parking Lot Lease. Nick Crandall recently purchased the property and we had the Council agree to transfer the lease to Nick last month under the same terms as was in place when the Chinn's owned the property. Based on further discussions with Mr. Crandall, he wants to revise the lease so he can use a few of the parking spots at the rear of the property for materials he plans on using when he begins to renovate the old restaurant. In addition we agreed to lower the Termination clause from the original 90 day notice to a 30 day notice. Should Nick reopen the restaurant or otherwise begin to use the property for his own use, the City would move to cancel the lease and return the parking lot to private usage. The other financial aspects of the original lease are unchanged.

Following this item but keeping with the legal theme, we will turn our attention away from the prosecution side of the ledger and discuss Public Defenders (also called Indigent Defense). We current contract with a firm called Mountain Law for public defenders and their contract ran through the end of 2022. On the agenda tonight is a 3-month extension of their contract. We share the services of Mountain Law with Mount Vernon – with each city paying for their own cases but the Agreement is between Mountain Law and both cities. We are requesting the three-month extension to allow us and Mount Vernon to both review the case loads of Mountain Law and decide if it might be best to go out for proposals (likely scenario) for Indigent Defense services for the remainder of 2023 and beyond.

After this we will be discussing the next ambulance purchase. If you remember, we had previously bought a chassis for a new ambulance and this rig is currently under construction. We expect delivery sometime in 2023. The extreme delay in ambulance construction timelines first experienced during the Pandemic have not eased with estimated delivery times now exceeding one year (400+ days). Due to this on-going delay, we are asking the Council to again authorize the purchase of a chassis for eventual transformation into a new ambulance. The replacement of this ambulance has been scheduled for a couple of years but due to the delivery delays, all of our planning purchases have been pushed out for a year or more. The Fire Chief will be at the meeting to answer any questions you may have.

The next item on the agenda is again related to our EMS services. Paramedics (and especially new paramedics) need to go through a period of Field Training to ensure they understand the processes that the Burlington Fire Department employs so they can seamlessly integrate into the County-wide emergency medical services. We

are requesting authorization to contract with a firm that reviews and certify our Field Training methodologies. The cost of these services will be reimbursed through a County grant for this purpose.

Next is an updated Agreement with the City of Mount Vernon for fiber services. The fiber system in Mount Vernon is much larger than ours so they have staff and equipment to operate, maintain, and install fiber optics. We have used their services in the past to aid in our fiber deployment since their rates are far less than what we would be charged from private companies. We want to continue this arrangement and in your packets is an updated Agreement to continue with this service. Our IT Director, Geoff Hawes will be in attendance to answer any questions you may have.

Up next is a request to replace the folding tables at the Library and the Senior Center. Both of these sites rent out their facilities to the public and the tables there have been well used to the point that many of the tables are inoperable and considered dangerous to attempt to set up. Our Library and Recreation Director, Sarah Ward and a representative from the Senior Center will be in attendance to go over their operations and how the condition of the tables have gotten to the point of needing replacement. We are proposing to purchase the new tables off the State bid with the prices less than what is otherwise available.

Following this is a request to purchase a new mower for the Parks Department. This is a planned purchase and the make and model requested is the same as our existing fleet. The unit that will be retired will be placed in the bone yard for future replacement part scrounging. These units are heavily used and we have gotten good usage from the old unit.

Keeping with the Park topic, next is an updated contract for port-a-potty services. The Council is aware of the recent issues we have had with our portable bathrooms so we were pleased to have firms interested in providing these units for our summer events. Jim Rabenstein, our Parks Superintendent will be in attendance to go over the Agreement and discuss any other issues you desire.

The last item on the agenda is a Council Retreat. We had previously discussed this topic but decided to wait until we had selected a new Councilmember. With us now have a full Council dais, we are interested to know if we can select a date for this event. Normally the Retreat is a half-day process so hopefully we can find a date that works for everyone. With the thrust of the Retreat being brainstorming priorities for the City, it works best if every Councilmember is able to attend.

Well, that is all for now. We are rather excited for 2023 and believe this year will be great for Burlington.

MINUTES

CITY OF BURLINGTON, WA

December 8, 2022

Mayor Steve Sexton called the meeting to order at 7:03 p.m. with the Pledge of Allegiance. Councilmembers present: Bill Aslett, Keith Chaplin, Anna Chotzen, Joe DeGloria, Scott Green, James Stavig, and Jamie Weiss. Staff present: Leif Johnson (remote), Mike Luvera, Kristen Morrison, Marv Pulst, Jim Rabenstein, Travis Schwetz, Joe Stewart, Rob Toth, Sarah Ward and Greg Young.

MINUTES:

Councilors Aslett/Chotzen made a motion to approve the November 22, 2022 minutes. All in favor; motion carried.

AUDIT OF BILLS:

Councilor Scott Green updated Council regarding the Audit & Finance meeting and proceeded to present City Expenses including approximate payments of note for the December 8, 2022 AP cycle: \$94K for the purchase of a Plow Truck and \$12K for Pace Engineers for the E-W Connector Project.

A motion was made by **Councilors Green/DeGloria** to approve Accounts Payable invoices to be paid as of December 8, 2022, in the amount of \$466,630.24 and Payroll Expenses for Pay Period ending November 30, 2022, in the amount of \$588,749.40. All in favor; motion carried.

SWEARING IN:

Chief Luvera introduced Officer Philip Shipley, a recent graduate from Academy, and Officer Ian Schmitz, who brings his many years of experience and certifications to the Burlington Police Department welcoming both to the City of Burlington.

PUBLIC COMMENTS:

Edie Edmundson, a member of the Burlington Historic Preservation and Advisory Commission, and Burlington Historical Society, among other Commissions, came before Council on behalf of the Carnegie Hall along with community member and business owner Duane Stowe, the city's Mr. Burlington, and Mark Knutson, another board member of the Burlington Historic Preservation and Advisory Commission and Burlington Historical Society. All of these speakers invited Council members to take part in advocating for the renovation of the Carnegie Hall and to recognize the historical significance and value of the building for the community.

Next, Philip Prudhomme of Community Action of Skagit County spoke with Council about the mission and work of Community Action for the community and shared a handout with some of the organization's information and measurables.

December 8, 2022

Members of the public may submit comments or questions by mail to City Hall at 833 S. Spruce Street, ATTN: Greg Young, or by email to badministration@burlingtonwa.gov. Contact information for all the City Departments is available at www.burlingtonwa.gov.

EXECUTIVE SESSION:

An Executive Session was held at 7:34 p.m. **City Attorney Leif Johnson** recited the following: Pursuant to RCW 42.30.110, an executive session will be held to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140, 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, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public. The Executive Session was set for 20 minutes with no expected action to be taken. Executive Session was concluded at 7:58 p.m.

MAYOR'S UPDATE:

No Mayor's Update.

COUNCIL COMMENTS:

No Council Comments.

COMMITTEE & BOARD REPORTS:

No Committee & Board Reports.

OFFICER'S REPORTS:

Streets Supervisor Travis Schwetz updated Council on the status of the dog park restrooms including a project timeline and expected date of completion. **Public Works Director Marv Pulst** provided Council with information related to grant applications and awards whereupon the Federal Rail Administration Grant application was discussed. **Councilor DeGloria** inquired on whether studies conducted for or from the grant would help determine locations of a railroad overcrossing. **Councilor Weiss** requested the PowerPoint presentation to be emailed to Councilmembers.

PROCLAMATION:

No Proclamation.

December 8, 2022

PRESENTATION:

No Presentation.

CONSENT AGENDA:

Councilors Aslett/DeGloria made a motion to approve the Consent Agenda Items #1 and #2, and authorize the Mayor's signature on appropriate documents. All in favor; motion carried.

PUBLIC HEARING:

Public Hearing on 2023 Budget (Final)

Finance Director Joe Stewart introduced the Agenda Item.

Mayor Sexton opened the Public Hearing. Attendees on the call were invited to comment. No public comments were made. **Councilors Aslett/Weiss** made a motion to close the Public Hearing on the 2023 Budget (Final). All in favor; motion carried.

Ordinance Adopting 2023 Budget

Councilor Stavig shared that he was not in favor of the format of the current budget and expressed concerns about having budgets that get approved but are then quickly amended.

Councilor Weiss noted that his understanding of the City of Burlington's budget was to be treated as a planning document that is flexible to edit by Council as necessary.

A motion was made by **Councilors Green/Chaplin** to approve the 2023 budget. All in favor; motion carried.

Potential 2023 Personnel Additions

City Administrator Greg Young introduced the list of staffing positions that could be added to the 2023 budget per Council votes.

A motion was made by **Councilors Stavig/Weiss** to approve the position of a Planner for Community Development and an appropriate amendment to the 2023 budget to fully fund the position. All in favor; motion carried.

December 8, 2022

A motion was made by **Councilors Green/Chaplin** to approve part-time positions for both Human Resources and Finance and an appropriate amendment to the 2023 budget to fully fund the position. Four in favor; Stavig, Weiss, and DeGloria opposed.

Councilors Chotzen/Weiss made a motion to approve the Children's Librarian position to start on or after July 2023 and an appropriate amendment to the 2023 budget to fully fund the position. Four in favor; Green, Stavig, and DeGloria opposed. Motion carried.

Councilor Chotzen added that there is grant funding available that could go into effect to help financially support the position.

A motion was made by **Councilors Chaplin/Green** to approve one FTE for the Police Department and an appropriate amendment to the 2023 budget to fully fund the position. Four in favor, Wiess, Stavig, and DeGloria opposed. Motion carried.

There was robust dialogue on this topic wherein a Federal Grant was discussed for possible newly created position funding, some Councilors were not in support of adding a position while there were open positions and other Councilors felt increasing numbers of positions would boost department moral. **Chief Luvera** engaged in dialog with Council about the grant and benefit of adding a position prior to grant funding approval.

Councilors **Chotzen** and **Chaplin** commented that while a position for Parks was not approved this year based on priority of needs, that it is a role the Council is interested in advocating for in the next budget cycle.

OLD BUSINESS:

Community Action of Skagit County Agreement

Finance Director Joe Stewart reintroduced an agreement contract with Community Action that has been reviewed by Council on numerous occasions. Council engaged in conversation that revolved around the amount of funding, which budget categories to draw funds from, and how much funding support Community Action would receive for 2022 and 2023 budget cycles.

Councilor Stavig made a motion to approve \$15K of funding from the 2022 Budget. Councilor Stavig/Chaplin rescinded the motion.

December 8, 2022

Councilors Stavig/Chaplin made a motion to approve the agreement in the amount of \$22K with \$7K from the 2022 budget and \$15K from the 2023 budget between the City of Burlington and Community Action, and authorize the Mayor's signature. All in favor; motion carried.

Amendment of BMC 10.24.050 (D) (1)

City Administrator Greg Young presented the agenda item which included some content edits from previous council review.

Councilors Chaplin/Green made a motion to adopt the proposed ordinance amending the Burlington Municipal Code, section 10.24.050 (D), and authorize the Mayor's signature. All in favor; motion carried.

NEW BUSINESS:

Adoption of Updated Fee Schedule

City Administrator Greg Young presented the updated Fee Schedule that included minor revisions. Councilmembers requested to see the before and after fee pricing and to understand how the fee increases were determined.

Councilors Green/Stavig made a motion to table the Adoption of Updated Fee Schedule until the second meeting in January on the 26th. All in favor; motion carried.

2022 Budget Amendment #2

Finance Director Joe Stewart introduced an Ordinance and accompanying Resolution to Council to address some variances seen in the budget due to overtime paid and a new tracking of hours for the Finance Department when they do work for the Cemetery. **Councilor DeGloria** stated that he would not be in support of the "moving of goalposts". **Mayor Sexton** responded that expenses were not being erased but rather moved from the general fund into specific fund categories. **Young** and **Stewart** both expressed that the overtime hours were hopefully a one-time occurrence and a unique set of circumstances. **Councilor Stavig** would be interested in seeing the starting annual budget and the year end budget as a comparison. **Councilor Aslett** requested for budget amendments to be consolidated into fewer requests.

Councilors Green/Stavig moved to approve the Ordinance amending the 2022 budget as presented by staff. Six in favor; DeGloria opposed; motion carried.

December 8, 2022

Councilors Chaplin/Green moved to approve the Resolution amending the 2022 budget as presented by staff. All in favor; motion carried.

Canton Parking Lot Lease

City Administrator Greg Young reviewed the Canton Parking lot lease with Council.

A motion was made by **Councilors Chaplin/Aslett** to enter the lease agreement between Nick Crandall and the City of Burlington for public parking at 423 Fairhaven St. and authorize the Mayor's signature.

2023 Council Committee Assignments and Election of Mayor Pro Tem and Investment Chair

Councilors Chaplin and **Weiss** shared that an edit to the assignment list had been made with **Councilor Weiss** remaining active on the Parks & Recreation Board into 2023.

A motion was made by **Councilor DeGloria** to elect **Councilor Stavig** as Mayor Pro Tem. **Stavig** declined the nomination.

Councilor Stavig was added as an alternate on the Audit & Finance Committee.

A motion was made by **Councilors Stavig/Green** to elect **Councilor DeGloria** as Mayor Pro Tem. All in favor; motion approved.

A motion was made by **Councilors Stavig/Chaplin** to nominate **Councilor Aslett** for the Investment Chair. All in favor; motion carried.

Councilor DeGloria expressed interest in being on a Board or Committee.

A motion was made by **Councilors Green/Chaplin** to approve the Mayor's 2023 Council Committee assignments and recommendations. Six in favor; Stavig opposed. Motion carried.

Councilors Chotzen and **Weiss** advocate for the Mayor to replace **Councilor Green** with **Councilor DeGloria** on the Public Safety committee.

Canceling December 22, 2022 Council Meeting

City Administrator Greg Young proposed the agenda item of canceling the upcoming Council meeting.

December 8, 2022

A motion was made by **Councilors Stavig/Chaplin** to cancel the Council meeting scheduled for December 22, 2022 and next meet in 2023. All in favor; motion carried.

Water Tax Ordinance

City Administrator Greg Young outlined the Water Tax Ordinance options available for Council decision making.

A motion by **Councilors Chaplin/Aslett** to approve the ordinance deferring the water utility tax until December 31, 2023. All in favor; motion carried.

DISCUSSION:

No Discussion.

ADJOURNMENT:

Mayor Sexton adjourned the meeting at 9:58 p.m.

Joseph Stewart
Finance Director

Steve Sexton
Mayor



CONSENT AGENDA – JANUARY 12, 2023

- 1. Amendment of BMC 9.108**

RECOMMENDATION

Motion to approve Consent Agenda Items #1, and authorize the Mayor's signature on appropriate documents.



ITEM #: 1

CHECK ONE:

NEW BUS. X

OLD BUS.

Consent Agenda

Council Date: January 12, 2023 Subject: Amendment of BMC 9.108

Submitted By: Leif Johnson, City Attorney

Attachments: Proposed amendment Public Hearing Required: YES () NO (X)
Full text of BMC 9.108

HISTORY AND SUMMARY

Chapter 9.108 adopts, by reference, certain State statutes that relate to domestic violence and anti-harassment. As one example, no-contact orders that may be issued by a Court in a domestic violence case.

Recently, the State legislature adopted a change to the existing statutes, 26.09, 26.50 and 10.99 in order to consolidate them under one statute: RCW 7.105.

The Burlington Municipal Code adopts many state statutes by reference, especially when it comes to criminal matters. That helps to maintain consistency for law enforcement, the Courts and the public. However, as a "Code City" under RCW 35A, the City maintains the authority to adopt some crimes for prosecution in our municipal court that are different from the State. If the City has not adopted a specific state criminal law, it may still be filed in another appropriate court however, likely with the County.

Although it appears that Burlington has already adopted the new statute by reference in another portion of our code, it is prudent to specifically adopt the new, revised RCW 7.105, as well as the older 10.99, in order to ensure that domestic violence crimes, especially those that are based on no-contact orders, may continue to be prosecuted in the Burlington Municipal Court.

ALTERNATIVES CONSIDERED

Council is not required to adopt the new statute. In that case, some domestic violence issues may not be able to be prosecuted in Burlington, and as such, may not achieve the results expected by those that are impacted by them.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

There are no clear budget ramifications to adopting the new version of the law, since it reflects no notable changes in the existing law or the way related matters are prosecuted in the Burlington Municipal Court, just the location in code.

LEGAL ASPECTS – LEGAL REVIEW

The legal department recommends adopting 7.105 and 10.99 specifically, in order to avoid any issues. Leaving the older statutes as adopted is likely also necessary, in order to ensure that older charges may continue to be prosecuted.

STAFF RECOMMENDATION

Adopt the proposed ordinance.

SUGGESTED COUNCIL MOTION LANGUAGE

"I hereby move to adopt the proposed ordinance amending the Burlington Municipal Code, section 9.108, and authorize the Mayor's signature."

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF BURLINGTON, WASHINGTON,
AMENDING CHAPTER 9.108 OF THE BURLINGTON MUNICIPAL CODE.**

WHEREAS, Burlington Municipal Code section 9.108 adopts certain Washington State statutes related to domestic violence and anti-harassment statutes; and

WHEREAS, State statutes RCW 10.99, 26.09 and 26.50 established laws related to these topics prior to 2022; and

WHEREAS, recently, the Washington State legislature has repealed and recodified certain statutes related to domestic violence and anti-harassment statutes under RCW 7.105; and

WHEREAS, it is prudent to specifically adopt the recodified RCW and prior RCWs in order to avoid issues that could arise while prosecuting such issues in the Burlington Municipal Court; and

WHEREAS, the prior versions of the RCW should be maintained in order to continue to prosecute older charges prior to the legislative change this year; and

WHEREAS, the City Council has considered the proposed changes and determined that they are in the public's interest; and

WHEREAS, the Burlington Municipal Code is hereby amended to adopt the provisions of RCW 7.105 and 10.99 as follows.

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

SECTION 1 – Amendment. That Section 9.108.010 of the Burlington Municipal Code, entitled “State statutes adopted,” is hereby amended to read as follows:

The following statutes of the state of Washington are hereby adopted by reference as they now exist or hereafter may be modified:

RCW

7.105.010 Definitions

7.105.455 Enforcement and penalties-Antiharassment protection orders.

7.105.450 Enforcement and penalties-Other than antiharassment protection orders and extreme risk protection orders.

7.105.460 Enforcement of penalties
7.105.505 Filing of criminal charges not required.
10.99.020 Definitions.
10.99.030 Law enforcement officers – Training, powers, duties.
10.99.040 Restrictions upon and duties of court.
10.99.045 Appearances by defendant – Orders prohibiting contact.
10.99.050 Restriction or prohibition of contact with victim – Procedures.
10.99.055 Enforcement of orders against defendants.
10.99.080 Penalty assessment.
26.09.300 Restraining orders – Notice – Refusal to comply.
26.50.110 Violation of order – Penalties.

SECTION 2. Invalidity. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, clause or phrase of this ordinance.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. This ordinance shall be in full force and effect five days after its passage, approval, and publication as provided by law.

INTRODUCED AND PASSED at a regular meeting of the City Council of the City of Burlington on this _____ day of _____, 20____.

THE CITY OF BURLINGTON

Steve Sexton, Mayor

ATTEST:

Joseph Stewart, Finance Director

APPROVED AS TO FORM:

Leif Johnson, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Signed by the Mayor:
Published:
Effective Date:

NEW BUSINESS

If Council chooses not to enter this contract, it will be necessary to look at other options for prosecution, as there is not enough capacity within the legal department to prosecute with

remaining staff. Prosecution is a fundamental component of the City's criminal justice system, along with Police, the Court and Public Defense.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

The contracted amount is relatively close to what was already budgeted (\$100,000) for this contract. There appears to be enough flexibility in the current budget to accommodate the contract for 2023, so the impact for this year will be minimal. It may be possible to apply some federal COVID funding to the contract, at least for the immediate future. The expected contract amounts are approximately \$130,000 for 2023 and \$160,000 for 2024.

LEGAL ASPECTS – LEGAL REVIEW

The City Attorney worked with attorneys at ZSK to develop the attached contract, and approves its form.

STAFF RECOMMENDATION

Staff has spent a considerable amount of time reviewing and considering prosecution needs. It appears that ZSK is very well situated to meet the needs of the City's prosecution at this time. With that in mind, it is staff's recommendation that Council approve the contract with ZSK.

SUGGESTED COUNCIL MOTION LANGUAGE

"I move to approve the agreement for legal services between the City of Burlington and Law Offices of Zachor, Stock and Krepps, Inc., P.S. and authorize the Mayor's signature."

**AGREEMENT FOR LEGAL SERVICES
BETWEEN CITY OF BURLINGTON AND LAW OFFICES OF
ZACHOR, STOCK AND KREPPS, INC. P.S.**

THIS AGREEMENT ("Agreement") is made and entered into between the City of Burlington, a Washington municipal corporation (hereinafter referred to as the "City"), and the Law Offices of Zachor, Stock and Krepps Inc., P.S., a Personal Services Corporation in the State of Washington, (hereinafter referred to as the "ZSK"). The principals of the Prosecuting Attorneys are James M. Zachor, Yelena I. Stock and Chad W. Krepps. Under the supervision of the Prosecuting Attorney, other attorneys may provide assistance to the Prosecuting Attorney as may be necessary.

WHEREAS, the City wishes to enter into an Agreement with ZSK, a law office familiar with the prosecution of criminal and infraction matters in the State of Washington and a variety of municipalities within the State of Washington, involving allegations of violation of criminal municipal ordinances, and

WHEREAS, ZSK and its attorneys are licensed to practice law in the State of Washington and have experience as Prosecutors within the State of Washington and several municipalities in the State of Washington.

NOW THEREFORE, in consideration of the mutual promises and benefits to be derived, this Agreement is entered into on a date specified hereafter between the City and ZSK, subject to the terms and conditions set forth below:

1. **Scope of Work.** The scope of work shall include all services and material necessary to accomplish the above mentioned objectives in accordance with the Scope of Work that is marked as Exhibit A, attached hereto and incorporated herein by this reference.
2. **Payments.** ZSK shall be paid by the City for completed work for services rendered under this Agreement as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work, and shall consist of the following:

2.1. **Base Rate.** The Prosecutor shall receive a monthly retainer of \$10,835.00 per month for performance of those duties set forth in Attachment A, Scope of Work for calendar year 2023. As of January 1, 2024, the base rate shall increase to \$13,335.00, and effective January 1, 2025 if no proposals to the fee retainer are made, effective renewal for the each year afterwards shall receive an annual cost of living increase at the rate of 4%.

2.2. **Hourly Rate.** Services performed outside the scope of work described in Attachment A, or which may be mutually agreed upon to be added at a later date, or additional court calendars or appearances scheduled by the court, shall be in addition to the base rate set forth in paragraph 2.1. Absent a separate agreement,

those services shall be billed at a rate of ONE HUNDRED FIFTY DOLLARS (\$150.00) per hour. Any Rules of Appeal of Decisions of Courts of Limited Jurisdiction (RALJ) case filed in Superior Court, shall be billed at the rate of ONE HUNDRED FIFTY DOLLARS (\$150.00) per hour. Forfeitures cases not resulting in a trial or set for trial shall be billed at a flat rate of \$300 dollars per case so long as they are filed with the Skagit County District Court. Should a forfeiture case be set for trial, the Prosecuting Attorney shall bill hourly at \$150.00 an hour for trial preparation and trial time.

Any other cases filed at the Court of Appeals; cases filed at the Supreme Court; cases filed in another Division of the Skagit County District Court; forfeiture cases filed in courts other than the Skagit County District Court, and such other activities agreed to by the City and ZSK, shall be billed at ONE HUNDRED SEVENTY FIVE DOLLARS (\$175.00) per hour. ZSK shall obtain written approval from the City prior to pursuing appeal of any matter beyond the Superior Court.

2.3 Fees Review. The schedule of fees provided for in paragraph 2.1 and 2.2 shall apply for the Agreement period reflected in Article 4. Should the court substantially alter the requirements of ZSK, ZSK shall provide notification to the City. Changes in fees shall be proposed by ZSK to the Mayor. Any changes must be mutually agreed to by the Mayor and ZSK, and then must be approved by the Burlington City Council. Upon acceptance by all Parties, the changes will be made a part of this Agreement.

2.4 Costs. The City shall be the sole obligor and shall pay all witness fees, expert witness fees (including but not limited to Speed Measuring Device Experts), transcript and document fee's and interpreters' fees determined to be necessary by ZSK in the preparation and disposition of its cases. The City shall approve all other anticipated fees, before such expense is incurred. The City will not unreasonably delay in granting approval of such expenses. The City further agrees to hold ZSK harmless from such expenses and costs as set forth hereinabove.

2.5 Assistant Prosecutors. The City contracts with ZSK for a monthly fee for prosecution services. Should ZSK be absent, it shall be the responsibility of ZSK to provide substitute coverage with a properly licensed State of Washington attorney, who has been previously approved by the Court.

Conflict Prosecutors. If a "Conflict Prosecutor" is required, such Conflict Prosecutor shall be approved by the City through its Court. The City is responsible for any costs associated with the Conflict Prosecution, wher there is an actual conflict with the City.

3. **Ownership and use of Documents.** All City files and other documents maintained by ZSK shall be the files of the City and accessible by the City through its City Attorney or other duly authorized representative during normal business hours, subject to the Washington State Bar

Association Rules of Ethics. At the request of the City, any and all files maintained by ZSK shall be tendered to the City, subject to the terms and conditions of this Agreement and the Washington State Bar Association Rules of Ethics. All equipment and facilities furnished by the City shall remain the sole property of the City. Any equipment, facilities and materials provided by ZSK shall remain the sole property of ZSK.

4. **Term of Agreement.** The term of this Agreement shall be from the 1st day of February, 2023 through February 28, 2024. Upon the effective date of this Agreement, all other existing contracts and/or agreements between the Parties for prosecutorial services shall terminate. ZSK shall submit a proposed renewal Agreement for future calendar years subject to the provisions above, prior to the expiration of the 2024 Agreement; provided, however, that if no negotiations shall occur, or if no agreement has been reached, this Agreement may be renewed automatically each calendar year, subject to the same terms and conditions set forth herein. Contractor shall perform the work authorized by this Agreement promptly in accordance with the receipt of the required governmental approvals.

5. **Hold Harmless Agreement.**

5.1 ZSK shall, at its sole expense, defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, actions, suits, liability, loss, or costs including attorney fees, caused by the wrongful or negligent acts, errors or omissions of ZSK or ZSK's agents, employees or subcontractors in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY or the CITY's agents or employees.

5.2 ZSK's duty to indemnify and hold the CITY harmless against liability for damages arising out of or caused by the concurrent negligence of CITY or CITY's employees or agents and ZSK or ZSK's employees or agents shall apply only to the extent of the negligence or wrongdoing of ZSK and ZSK's employees or agents.

5.3 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of ZSK and the CITY, its officers, officials, employees, and volunteers, ZSK's liability, including the duty and cost to defend, hereunder shall be only to the extent of ZSK's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes ZSK's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. ZSK certifies, by signing this Agreement, that this indemnification provision was mutually negotiated. The provisions of this section shall survive the expiration or termination of this Agreement.

5.4 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

6. **General and Contractor Liability Insurance.**

ZSK shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by ZSK, its agents, representatives, or employees.

6.1 Insurance Term. ZSK shall procure and maintain for the duration of the Agreement, the insurance policies listed below in this section.

6.2 No Limitation. ZSK's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of ZSK to the coverage provided by such insurance, or otherwise limit the CITY's recourse to any remedy available at law or in equity.

6.3 Minimum Scope of Insurance. ZSK shall maintain insurance of the types described below:

6.3.1 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

6.3.2 Malpractice Insurance for attorneys and/or law firms.

6.3.3 General Business Insurance.

6.4 Minimum Amounts of Insurance. ZSK shall maintain the following insurance limits:

6.4.1 Malpractice Insurance. \$1,000,000.00 per claim and \$2,000,000.00 as an annual aggregate.

6.4.2 General Business Insurance. \$1,000,000.00 per claim and \$2,000,000.00 as an annual aggregate.

6.5 Other Insurance Provisions. ZSK's General Business insurance policy is to contain, or be endorsed to contain that they shall be primary insurance as respect the CITY. Any Insurance, self-insurance, or self-insured pool coverage maintained by the CITY shall be excess of ZSK's insurance and shall not contribute with it.

6.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

6.7 Verification of Coverage. ZSK shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of ZSK at least two (2) weeks before commencement of the work.

6.8 Notice of Cancellation. ZSK shall provide the CITY with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

6.9 Failure to Maintain Insurance. Failure on the part of ZSK to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days' notice to ZSK to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due ZSK from the City.

6.10 City Full Availability of Contractor Limits. If ZSK maintains higher insurance limits than the minimums shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by ZSK, irrespective of whether such limits maintained by ZSK are greater than those required by this Agreement or whether any certificate of insurance furnished to the ZSK evidences limits of liability lower than those maintained by ZSK.

6.11 Third Party Attorney Insurance. During the life of this contract, the Contractor shall maintain professional liability and malpractice insurance that shall provide coverage for anyone acting for or on behalf of the Contractor in the performance of this contract, unless the acting attorney carries his or her own policy consistent with the Contractor. Such insurance shall be obtained from any insurance company authorized to do business as such in the State of Washington and shall have minimum policy limits of \$1,000,000.00 per claim and \$2,000,000.00 as an annual aggregate.

7. **Discrimination Prohibited.** Contractor shall not discriminate against any employee or applicant for employment because of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

8. **Contractor is an Independent Contractor.** The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee or representative of ZSK shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Agreement.

9. **City Approval of Work and Relationships.** Notwithstanding ZSK's status as an independent contractor, results of the work performed pursuant to this contract must meet the approval of the City.

10. **Termination.** The attorney/client relationship is personal and involves the ability of the Parties to communicate and maintain credibility. This is an Agreement for legal services and either Party may terminate the Agreement for any reason upon one hundred eighty (180) days written notice and ZSK shall be paid through the last month of the billing cycle in which work is completed. In the event of termination, work in progress will be completed by ZSK if authorized by the City under terms acceptable to both Parties. If completion of work in progress is not

authorized or acceptable terms cannot be worked out, ZSK will submit all unfinished documents, reports, or other material to City and ZSK will be entitled to receive payment for any and all satisfactory work completed prior to the effective date of termination.

- A. For Cause. This Agreement may be terminated for cause for violation of any material term of this Agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of the court and the ethical obligations established by the Washington State Bar Association, a violation of the Standards or the provisions above relating to insurance, conviction of a criminal charge, and/or a finding that the license of ZSK, or any attorney providing service under this Agreement, has been suspended or revoked. Any violation of the other provisions of this Agreement shall be subject to cure. Written notice of contract violation shall be provided to ZSK who shall have thirty (30) business days to correct the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this Agreement, the CITY may agree in writing to alternative corrective measures.
- B. Termination on Mutual Agreement. The Parties may agree in writing to terminate this Agreement at any time. Unless otherwise agreed to in writing, termination or expiration of this Agreement does not affect any existing obligation or liability of either Party.
- C. Obligations survive Termination. In the event of termination of this Agreement, the following obligations shall survive and continue:

11. **Records Retention and Disclosure**. ZSK shall keep all records related to this Agreement for a period consistent with the Office of Secretary of State, Washington State Archives: Prosecuting Attorney Records retention Schedule (most current version). ZSK shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of ZSK. Upon request, ZSK will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of ZSK, but ZSK may charge the City for copies requested for any other purpose. ZSK shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the City.

Separate from and additional to the foregoing, ZSK shall fully cooperate with and assist the City with respect to any request for public records received by the City and related to any public records generated, produced, created and/or possessed by the ZSK and related to the services performed under this Agreement. Upon written demand by the City, the ZSK shall furnish the City with full and complete copies of any such records within five (5) business days. ZSK's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, ZSK shall fully indemnify and hold harmless the City as set forth above.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by

Washington courts. The provisions of this section shall survive the expiration or termination of this Agreement.

12. **Integration.** The entire Agreement between the Parties shall consist of this document and ZSK's proposal, attached hereto as Exhibit A. These writings constitute the entire Agreement of the Parties and shall not be amended except by a writing executed by both Parties. In the event of any conflict between this written Agreement and any provision of Exhibit A, this Agreement shall control.

13. **Changes/Additional Work.** The City may engage ZSK to perform services in addition to those listed in this Agreement, and ZSK will be entitled to additional compensation for authorized additional services or materials as described in 2.2. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both Parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required; provided, however, that nothing in this paragraph shall be interpreted to obligate ZSK to render or the City to pay for services rendered in excess of the Scope of Services in Exhibit A unless or until an amendment to this Agreement is approved in writing by both Parties.

14. **Standard of Care.** ZSK represents that ZSK has the necessary knowledge, skill and experience to perform services required by this Agreement. ZSK and any persons employed by ZSK shall use their best efforts to perform the work in a ZSK manner consistent with the Washington State Bar Association Standards.

15. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **Non-Assignable.** The services to be provided by ZSK shall not be assigned or subcontracted without the express written consent of the City.

16. **Covenant Against Contingent Fees.** ZSK warrants that ZSK has not employed or retained any company or person, other than a bona fide employee working solely for ZSK, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for ZSK, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. **Compliance With Laws.** ZSK in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services.

18. **Resolution of Disputes.** Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the Parties may resort to litigation. The exclusive venue for any litigation arising out this Agreement shall be the Skagit County Superior Court. The substantially prevailing Party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

19. **Taxes.** ZSK will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such taxes are required to be passed through to the City by law, the same shall be duly itemized on any billings submitted to the City by ZSK.

ZSK specifically agrees to pay any applicable business and occupation (B & O) taxes which may be due on account of this Agreement.

20. **Risk of Loss.** ZSK shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the ZSK's own risk, and ZSK shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

21. **Notices.**

Notices to ZSK shall be sent to the following address:

Zachor, Stock & Krepps, Inc., P.S.
19401 40th Ave W, Suite 205
Lynnwood, WA 98036

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mails, with proper postage and properly addressed.

DATED THIS _____ DAY OF _____, 2023.

CITY OF BURLINGTON

ZACHOR, STOCK AND KREPPS, INC., P.S.

By _____
Steve Sexton, Mayor

By _____
James M. Zachor, President

ATTEST:

Joseph Stewart, Finance Director

APPROVED AS TO FORM:

Leif Johnson, City Attorney

Attachment A

Scope of Work Zachor, Stock & Krepps Prosecution Services

The Contractor shall provide the following services, pursuant to ZSK's letter proposal dated October 28, 2022, attached hereto as Exhibit B:

1. Review police incident reports for determination of charging for matters not directly filed;
1. Maintain all current cases in an appropriate filing system;
2. Review and remain familiar with filed criminal misdemeanor and gross misdemeanor cases;
3. Interview witnesses as necessary in preparation of prosecution of cases;
4. Respond to discovery requests, make sentence recommendations and prepare legal memoranda, when necessary;
5. Prepare cases for trial, including the issuance of witness subpoenas (for service by the Police Department, when applicable), conduct evidence retrieval (with the assistance of the Police Department and other City agencies), and prepare jury instructions, as necessary
6. Represent the City at all arraignments, pretrial hearings, motion hearings, review hearings, in-custody hearings held at Skagit County Jail; or Burlington's Municipal Court and trials on currently scheduled court days;
7. Prosecute contested code and traffic infraction violations which are scheduled on the regular criminal calendar;
8. Represent the City on potentially dangerous dog and dangerous dog appeals;
9. Represent the City at all impound/tow hearings
10. Be available to the Police Department for questions at any time, by providing appropriate telephone numbers, cell phone numbers, e-mail addresses, and voice mail access. And at a time and date to be mutually agreed upon by the Parties, ZSK shall conduct training with the Police Department;
11. Provide periodic feedback to the Chief of Police and City Attorney regarding the performance of the City's Police Officers in the discharge of their duties and other matters of mutual interest

Exhibit B

Attorneys at Law:

James M. Zachor
Yelena I. Stock
Chad W. Krepps
Jeffrey D. Leeper
Hana Lee
Winston U. Choe
Dane Z. French
Corey Rogers
Yi Xue
Rebecca N. Shumar

Legal Assistants:

Erin M. Ortega
Alena C. Stock
Kiera L. Randall

Zachor, Stock & Krepps, Inc., P.S.

Prosecuting Attorneys

19401 40th Ave W
Lynnwood, WA 98036
Tel. 425.778.2429
FAX 425.778.6925

City of Arlington
City of Edmonds
City of Lake Stevens
City of Lynnwood
City of Mill Creek
City of Monroe
City of Mountlake Terrace (Interim)
City of Mukilteo
City of Oak Harbor
City of Sultan
Town of Woodway

October 28, 2022

Kristen Morrison
City of Burlington – Human Resources
833 S Spruce St
Burlington, WA 98233
kristenm@burlingtonwa.gov

RE: Response to RFQ for City of Burlington Prosecution Services

Dear Ms. Morrison,

Zachor, Stock & Krepps, Inc., P.S., respectfully submits this response to the Request for Qualifications for Prosecution Services to the City of Burlington. We are excited for the opportunity to offer our services to the Burlington community, police department, and its citizens.

Our firm consists of 10 highly qualified attorneys that currently serve 10 cities in Snohomish County and the City of Oak Harbor, located in Island County. Our firm (and its predecessor firm Zachor & Thomas, Inc., P.S.) has dutifully served the prosecution needs of our contract cities for several years, some spanning multiple decades (Edmonds since 2003 and Lynnwood since 2002). We have three active partners/shareholders and one associate attorney prepared to perform various functions in meeting and exceeding the needs and expectations of the City and Police Department. Those partners/shareholders include James M. Zachor, Yelena I. Stock, and Chad W. Krepps. Our senior attorneys have a cumulative 50 years of municipal prosecution experience.

Zachor, Stock & Krepps has the knowledge, understanding, experience, and qualifications necessary to surpass the prosecution expectations for the City of Burlington. Further information about our firm, our attorneys and staff, and services are enclosed. We look forward to the opportunity to speak with the City regarding the City Prosecutor services contract.

Thank you for your time and consideration.



James M. Zachor
President
Zachor, Stock & Krepps, Inc., P.S.
WSBA #41688

CITY OF BURLINGTON

ZACHOR, STOCK & KREPPS, Inc., P.S. BID FOR PROSECUTION SERVICES

Presented By:

ZACHOR, STOCK & KREPPS, Inc., P.S.

Attorneys at Law

19401 40th Ave W, Suite 205

Lynnwood, WA 98036

Telephone: 425-778-2122

FAX: 425-778-6925

Contact Persons:

James M. Zachor e-mail:	jmz@zsklegal.com
Yelena I. Stock e-mail:	yelena@zsklegal.com
Chad W. Krepps e-mail:	chad@zsklegal.com

TABLE OF CONTENTS

CORPORATE INFORMATION, LEGAL STATUS, AND INSURANCE COVERAGE	2
1. EMPLOYEE BIOGRAPHIES AND RESUMES	5
2. OUR APPROACH TO PROSECUTION	22
A. ENSURING VIOLATORS ARE HELD TO FULL EXTENT OF COMMUNITY STANDARDS	22
B. INTERNAL PROCESSES FOR DISCOVERY, SUBPONEAS AND RELATED MATTERS	22
C. COMMUNICATION WITH INVOLVED PARTIES	23
• COMMUNICATION STANDARDS WITH POLICE DEPARTMENT	23
• PUBLIC DEFENDERS AND DEFENSE ATTORNEYS	24
D. ENSURING TIMELY CASE RESOLUTION	24
3. EXPERIENCE WITH COURTS OF LIMITED JURISDICTION	24
4 CRIMINAL OR DISCIPLINARY FINDINGS AGAINST ATTORNEYS - NONE	25
5. PROPOSED FEE STRUCTURE	26
7. PROPOSED CONFLICT PROSECUTOR	27
8. THREE PROFESSIONAL REFERENCES	27

CORPORATE INFORMATION, LEGAL STATUS, AND INSURANCE COVERAGE

Name: **Zachor, Stock & Krepps, Inc., P.S.**
Status: Good Standing with the State of Washington

Address: 19401 40th Ave W, Suite 205
Lynnwood, WA 98036
Tel: 425-778-2122
FAX: 425-778-6925

James M. Zachor e-mail: jmz@zsklegal.com
Yelena I. Stock e-mail: yelena@zsklegal.com
Chad W. Krepps e-mail: chad@zsklegal.com

Washington State UBI Number: 604 812 586
Federal I.D. Number: (S corporation): 87-3001007
Employment Security Reference Number: 000-497437-00-3
Labor & Industries Account I.D. Number: 080, 262-00

Corporate History: Zachor, Stock & Krepps, Inc., P.S. formed in 2021 and assumed all contracts held by Zachor & Thomas, Inc., P.S. The current shareholders and a majority of employees are all previous employees of the law firm of Zachor & Thomas, Inc., P.S. Zachor & Thomas, Inc., P.S. was formed in 2004 and has held or acquired a majority of the contacts listed below since its creation.

All taxes and obligations of Zachor, Stock & Krepps, Inc., P.S. are current. The firm also maintains medical/dental/vision insurance and retirement benefits for all its full-time employees.

Current Prosecution Contracts:

City of Arlington Prosecution
Contact: Chief Jonathan Ventura 360-403-3400
City of Edmonds Prosecution
Contact: Chief Michelle Bennet 425-771-0200
City of Lake Stevens Prosecution
Contact: Chief Jeff Beazizo 425-334-9537
City of Lynnwood Prosecution
Contact: Chief Jim Nelson 425-670-5600
City of Mill Creek Prosecution
Contact: Acting Chief Stan White 425-445-6175
City of Monroe Prosecution
Contact: Chief Jeffrey Jolley 425-794-6300
City of Mountlake Terrace (Interim)
Contact: Chief Pete Caw
City of Mukilteo Prosecution

Contact: Chief Cheol Kang 425-263-8100
City of Oak Harbor Prosecution
Contact: Chief Keith Dresker
City of Sultan Prosecution
Contact: Chief John Adams 425-754-7590
Town of Woodway Prosecution
Contact: Chief Alan Correa 425-670-8260

Areas of Specialization: Municipal Prosecution, criminal law, municipal law, domestic violence prosecution, impaired driving (DUI) prosecution, civil and traffic infraction prosecution, drug/civil/weapon seizures, and forfeitures.

Organizational Size: Ten Attorneys
One FTE Legal Assistant
Two PTE Legal Assistants

Technology and Access: Prosecutor by Karpel (digital file management system)
Managed SharePoint Website (for electronic exchange of police reports and evidence) in Government cloud which is CJIS and FAPS
24-hour access to digital files with dedicated VPN and network
All employees have received Criminal Justice Information's System Security and Awareness Training
Judicial Information System and Judicial Access Browser System Access
Department of Licensing Public Access Portal Account
Snohomish County 911 Public Access Portal Account
Facsimile (FAX) Machine/Scanner with Dedicated Line
Law Library and On-Line Legal Research
Surface / Laptop Computer for each attorney
Partners/Shareholders available hours 24/7/365
Regular Confidential Documents Shred Service (every other week)

Corporate Insurance Information:

1. **Lawyers Professional Liability** (see attached Insurance Summary):

Insurance Carrier:	Travelers PO Box 2950 Hartford, CT 06104
Policy Number:	107466779
Policy Limits:	\$1,000,000.00 each claim/ \$2,000,000.00 aggregate Deductible: \$5,000.00

2. **Business Policy:**

Insurance Carrier: State Farm Fire and Casualty Company
P.O. Box 5000
Dupont, WA 98327-5000
Contact Person: Rachel Alexander Insurance Agency
644 NW Richmond Beach Road
Shoreline, WA 98177
206-542-8000

Policy Number: 98-GJ-1323-4

Policy Limits:

Business Personal Property:	\$40,000.00
Loss of Income:	Actual Loss
Business Liability	\$1,000,000.00
Medical	\$10,000.00
Products-Completed Operations:	\$2,000,000.00
General Aggregate (other than PCO)	\$2,000,000.00

1. ATTORNEY RESUMES AND BIOGRAPHIES

James Matthew Zachor

WSBA: 41688 Bar Status: Good Standing

jmz@zsklegal.com

Mr. Zachor is the president of Zachor, Stock & Krepps, Inc., P.S (ZSK). He is also a shareholder/partner responsible for client services, police training and managing PbK (digital file management system). Mr. Zachor has been an attorney since October 2009. He graduated from the Thomas Cooley School of Law in Lansing, Michigan where he graduated *Cum Laude* (top 10% in class). He has been a prosecutor with ZSK and previously Zachor & Thomas (ZSK's predecessor firm) for approximately 15 years (13 as an attorney and 2 as a "Rule 9" legal intern). He is currently responsible for handling the review/charging for all cities, jail calendars and appeals. He is also a supervising attorney overseeing all associate attorneys in the firm. His duties also include being on call 24 hours a day, 7 days a week, 365 days a year for all Officers in need of review of search warrants, arrest warrants, or for charging/arrest questions in the field.

Mr. Zachor has extensive knowledge in DUI cases. He has attended the DUI Boot Camp as well as Drug Recognition Expert (DRE) training alongside Washington Law Enforcement Officers to better understand investigation techniques and better prosecute those suspected of driving while impaired by a substance other than alcohol. He is also an ARIDE (Advanced Roadside Impaired Driver Enforcement) instructor for Snohomish County law enforcement.

Mr. Zachor also has extensive knowledge and experience handling Extreme Risk Protection orders. He was the first prosecutor in Snohomish County to successfully petition the Snohomish County Superior Court in 2017. Since 2017, he has successfully handled over 30+ extreme risk protection orders.

RESUME

LEGAL EXPERIENCE

Zachor, Stock & Krepps, Inc., P.S.

October 2021 – Present

President

- Client services – responsible for all services related to contracts
- RALJ Appeals
- Charging Reviews/Decisions
- Supervising Attorney
- Police officer training
- ARIDE instructor
- Extreme Risk Protection orders
- Code and animal control hearings and appeals

Puget Sound Senior Baseball League, Seattle, WA

May 2019 – Present

League Legal Counsel

- Advises non-profit organization on legal matters relating to sports and organizational liability, contracts and rules relating to players, managers, board of directors and spectators.
- Drafts legal memoranda with opinions relating to sports and organizational liability, contracts and rules relating to players, managers, board of directors and spectators.

Zachor & Thomas, Inc., PS, Edmonds, WA October

2009 – December 2021

Senior Prosecuting Attorney

- Became full time associate attorney in firm after passing the Bar Exam in October of 2009.
- Represented numerous cities in various court proceedings such as arraignments, pre-trial hearings, jury confirmation/readiness hearings, motions, and bench trials.
- Assisted in file preparation (i.e., ordering photos/police reports/911 tapes/drug & paraphernalia tests/NCIC III requests).
- Prepared and issued subpoenas for trial and motions.
- Researched, wrote, and argued substantive 3.5 and 3.6 motions.
- Primary Cities of responsibility have included Lynnwood, Lake Stevens, Arlington, Edmonds and Monroe.
- Participated in 20+ jury and bench trials.
- Contacting victims of domestic violence to inform them of the DV laws in Washington and provide information on the status of a case, information on various domestic violence services available to victims in Snohomish County, information on Crime Victim Compensation fund, obtaining protection orders.
- Prepare policy memos on new criminal case law for law enforcement agencies.
- Regularly train patrol officers on WA criminal law areas such as search and seizure, DUI and Domestic Violence.
- Consults agencies and reviews "Extreme Risk Protection Orders" under RCW 7.94.
- Was the first prosecutor in Snohomish County to successfully argue for and obtain an "Extreme Risk Protection Order." (An Extreme Risk Protection Order is a civil order that prevents individuals with dangerous mental health or corroborative substance abuse disorders who present a danger to themselves or other by possessing firearms.)
- Was the first prosecutor in Snohomish County to successfully argue for and obtain a renewal of an "Extreme Risk Protection Order."

- Primary prosecutor all contracted law enforcement agencies in drafting, reviewing and arguing petitions for Extreme Risk Protection Orders.
- Supervise rule 9 interns, as well as associate attorneys.

Zachor & Thomas, Inc., PS, Edmonds, WA

Summer 2008, Summer 2009

Rule 9 Intern

- Represented numerous cities in various court proceedings such as arraignments, pre-trial hearings, jury confirmation/readiness hearings, motions, and bench trials.
- Primary City represented was the City of Lynnwood in most criminal and civil infraction hearings.
- Assisted in file preparation (i.e., ordering photos/police reports/911 tapes/drug & paraphernalia tests/NCIC III requests).
- Interviewed/contacted victims, witnesses and businesses.
- Prepared and issued subpoenas for trial and motions.
- Researched, wrote and argued substantive 3.5 and 3.6 motions.

Zachor & Thomas, Inc., PS, Edmonds, WA

Apr 2007 - Sep 2007

Summer Intern/Legal Assistant

- Assisted in file preparation (i.e., ordering photos/police reports/911 tapes/drug & paraphernalia tests/NCIC III requests).
- Interviewed/Contacted victims, witnesses and businesses.
- Reviewed files for issuance of trial and motion subpoenas.
- Researched case law and drafted substantive motions and motion responses.

Education

Thomas M. Cooley School of Law, Lansing, MI

- Juris Doctorate, 2009
- Graduated *Cum Laude*
- Honor Roll (earned a 3.00 GPA or higher in one term) 7 of 9 terms
- Dean's List (maintained a 3.00 GPA or higher) 6 of 9 terms
- Certificate of Merit (highest grade in course) - Intra-school Moot Court.

Pacific University, Forest Grove, OR - 2001-2004,

- Bachelor of Arts. Political Science, 2004
- Honor Roll/Dean's List 4 of 6 terms

Linn-Benton Community College, Albany, OR - 1999-2000

- Mechanical Engineering major

Oregon State University, Corvallis, OR - 1998-1999

- Mechanical Engineering Major

Yelena I. Stock

WSBA: 41248 Bar Status: Good Standing

yelena@zsklegal.com

Ms. Stock is a shareholder/partner for ZSK. She is the current vice president of Human Resources and is also responsible for on-going/continuing training of all ZSK prosecutors. Ms. Stock is also first generation Honduran American and first child in her family born in the United States after her parents immigrated to the United States in the mid-1970s. She is also a United States Navy Veteran. Ms. Stock was admitted to the Washington bar in May 2009 and began her prosecutor career at Zachor & Thomas that same year. In 2014, she left Zachor & Thomas for the City of Seattle prosecutor's office. There she quickly excelled and became one of the City of Seattle's top trial attorneys, with a special emphasis on prosecuting crimes of domestic violence. During her tenure there, she also gained experience and knowledge, handling cases in many of the various therapeutic court programs offered by the City of Seattle. In June of 2019, she came home to Zachor & Thomas and brought with her knowledge and experience in prosecuting DV cases, but also her knowledge and experience with therapeutic courts. Ms. Stock is the supervising attorney and handles the bulk of all City of Edmonds criminal matters from arraignment to jury trial and motions. Ms. Stock also handles legal updates and training for the Edmonds Police Department.

Ms. Stock comes to Washington from Arizona after graduating from Arizona State University with a B.S. in Justice Studies in 2004. She has lived here for now for over 15 years. She received her J.D. from Seattle University School of Law in 2008. Before stepping into law, she served in the U.S. Navy. Serving five years of active duty as a Gunnersmate on the U.S.S. Rainier, stationed in Bremerton, Washington and the U.S.S. Willamette stationed in Pearl Harbor, Hawaii. Additionally, serving as a Navy Reservist for two years as a Torpedomate assigned to Pearl Harbor, Hawaii and Everett, Washington. Additionally, she is proficient in Spanish.

As a misdemeanor prosecutor for 11 different Snohomish County Cities and the Seattle City Attorney's Office, she has resolved thousands of criminal cases. She was an associate attorney at Zachor & Thomas for almost six years. During her time there, she was a lead prosecutor for the cities of Lynnwood, Mill Creek, and Mountlake Terrace. At the Seattle City Attorney's office, she was a lead Domestic Violence prosecutor for over four years. In 2017, she assisted in developing the Regional Domestic Violence and Firearms Enforcement Unit. She also became the LINC (Legal Intervention Network of Care) prosecutor and worked in Seattle Municipal therapeutic courts. LINC is a diversion program that focuses on the *Trueblood* population. In June of 2019, she returned to her home - Zachor & Thomas. In October 2021, she partnered with James M. Zachor and Chad W. Krepps to form Zachor, Stock & Krepps, Inc., P.S.

RESUME

LEGAL EXPERIENCE

Zachor, Stock & Krepps, Inc., P.S., Lynnwood, WA

October 2021 – Present

Partner/Shareholder

- Vice President of Human Resources
- Trains all attorneys on motions and jury trial practice
- Maintains caseload for Cities of Edmonds and Mill Creek
- Supervises all junior associates

Zachor & Thomas, Inc., P.S., Edmonds, WA

Jun 2019 – December 2021

Senior Associate Attorney

- Assumed a supervisory role of junior associates, legal interns, and legal assistants
- Train associates in trial advocacy
- Serve a lead negotiator and trial attorney for the City of Edmonds.

City of Seattle, Seattle, WA

Sep 2014 – May 2019

Assistant City Prosecutor

- Specialty Court Unit: LINC Prosecutor (Legal Intervention Network of Care), criminal diversion program focused on mental health and *Trueblood* population; Work with community partners Behavioral Health and Recovery Division and Community House; Mental Health Court and Community Court (a dedicated court for low-level offenders).
- Domestic Violence Unit: DV lead prosecutor; vertical prosecution from filing decision to trial; work with team of DV Victim Advocates; train Rule 9 interns and new attorneys; Participated in HB 1840 Firearms Surrender Enforcement Work Group (2016) which assisted in creating the Regional Domestic Violence Firearms Enforcement Unit (2017).

Zachor & Thomas, Inc., P.S., Edmonds, WA

Sep 2008 - Apr 2014

Senior Associate Attorney

- Represented nine Snohomish County Cities in criminal misdemeanor prosecution and civil infractions.
- Lead prosecutor for the Cities of Lynnwood, Mill Creek and Woodway. Appeared in multiple District and Municipal courts for arraignments, pre-trial hearings, motions, trials, and appeals.
- Police Liaison for respective police departments, including training and legal updates.
- Trained Rule 9 interns and new attorneys.

Federal Public Defenders Office, Seattle, WA

Jan – Apr 2008

Legal Extern

Social Security Administration, Office of General Counsel, Seattle, WA

May – Aug 2007

Legal Extern

U.S. Navy Reserve 2nd Class Petty Officer (Torpedoman's Mate/E-5)

Dec 2001 – Sep 2004

U.S. Navy Active-Duty 3rd Class Petty Officer (Gunner's Mate/E-4)

May 1994 – Apr 1999

- Maintenance and handling of weapons, ammunitions, and related equipment and systems.
- Good Conduct Medal, National Defense Medal with Bronze Star, Outstanding Volunteer Medal

Education

Seattle University School of Law - Juris Doctor

2008

- **Arizona State University - Bachelor of Science, Justice Studies**

2004

Languages

Spanish – Proficient (Native Speaker)

Chad Wesley Krepps

WSBA: 45279 Bar Status: Good Standing

chad@zsklegal.com

Mr. Krepps is a partner/shareholder of Zachor, Stock & Krepps, Inc., P.S. He is also Vice President of Operations and is responsible for ensuring technology is performing at optimum efficiency to ensure the exchange of information between police departments and our office is uninterrupted. Mr. Krepps is also responsible for officer training and legal updates. He has been an attorney since 2012, and with Zachor and Thomas since December 2013. He began practicing first as a Rule 9 legal intern then as prosecutor for the City of Bremerton. After a brief stint in private practice, he relocated to the Greater Seattle area and returned to prosecution. He graduated from Willamette University College of Law, earning a certificate in Sustainable Environmental, Energy, & Resources Law. He graduated from the University of Washington with a degree in Latin American Studies and a minor in Human Rights.

As an attorney he has handled every facet of a criminal case, from charging through jury trial. Mr. Krepps has successfully argued criminal motions and trial, both to the bench and to a jury. While striving to seek justice and protect the community he has earned a reputation for being both reasonable and practical. He has attended the DUI Boot Camp as well as Drug Recognition Expert (DRE) training along with Washington Law Enforcement Officers in order to better understand investigation techniques and better prosecute those suspected of driving while impaired by a substance other than alcohol. Mr. Krepps is currently serving all our client cities and makes daily appearances for the City of Lynnwood. He also handles legal updates and training for the Lynnwood Police Department.

RESUME

LEGAL EXPERIENCE

Zachor, Stock & Krepps, Inc., P.S., Lynnwood, WA

October 2021 – Present

Partner/Shareholder

- Vice President of Operations
- Maintains/monitors all technology for ZSK
- Supervise and train junior associates, legal interns, and legal assistants.
- Provide prosecuting services to municipalities throughout Snohomish County.
- Advise and train law enforcement officers on legal changes relating to their duties.
- Serve as point of contact and provide outreach for victims of domestic violence crimes.
- Appear regularly in various municipal and district courts for all legal proceedings.
- Research and draft legal briefs on issues of probable cause, evidence, and confessions.
- Review and draft municipal code ordinances.

Zachor and Thomas Inc., P.S., Edmonds, WA

Dec 2013 – Dec 2021

Senior Prosecuting Attorney

- Supervise and train junior associates, legal interns, and legal assistants.
- Provide prosecuting services to municipalities throughout Snohomish County.
- Advise and train law enforcement officers on legal changes relating to their duties.
- Serve as point of contact and provide outreach for victims of domestic violence crimes.
- Appear regularly in various municipal and district courts for all legal proceedings.
- Research and draft legal briefs on issues of probable cause, evidence, and confessions.
- Review and draft municipal code ordinances.
- Represent municipalities on civil traffic infractions.

Haas & Ramirez, P.S., Bainbridge Island, WA

Aug 2013 – Dec 2013

Associate

- Appeared on the behalf of clients in Municipal, District, and Superior Courts.
- Advised clients of probable case outcomes so that they can make informed decisions.
- Investigated and research both law and fact to prepare a case for negotiation and trial.
- Advocate for my client while negotiating with prosecutors to find an advantageous resolution for the client.

Bremerton City Attorney's Office, Bremerton, WA

Sep 2012 – Aug 2013

Prosecutor

- Represent the city through all stages of the criminal process, from charging to sentencing.
- Research and draft legal briefs on issues of probable cause, evidence, and confessions.

Willamette Sustainability Clinic, Salem, OR

Jan 2012 – May 2012

Law Clerk

- Draft an "Environmental Justice Best Practices Handbook" for Oregon Natural Resources Agencies.
- Prepared a National Environmental Policy Act complaint.

- Client outreach, capacity building, and legal research in order to further these goals.

Oregon Law Commission, Salem, OR

Jan 2011 – May 2012

Law Clerk

- Review and consider local proposals and national uniform state laws to determine whether a need existed to amend or supplement Oregon Statutes.
- Present finding of law to both the Commission as well as the State Legislature.

EDUCATION

Willamette University College of Law, Salem, OR

- Juris Doctorate, 2012
- Sustainable Environment, Energy and Natural Resource Law Certificate, 2012
- *Moot Court Board Member 2011-12*
- *Writer-Willamette Law Online: Ninth Circuit 2011-12*

University of Washington, Seattle, WA

- Bachelor of Arts, International Studies: Latin America, 2003
- Minor in Human Rights
- Semester abroad in Wales, 2000
- *Six times Dean's List*

Corey A. Rogers

WSBA: 59923 Bar Status: Good Standing

corey@zsklegal.com

Corey Rogers began his legal career while attending the University of Washington as a volunteer legal assistant at the Housing Justice Project in Kent. After graduating from undergrad in 2018, he joined Zachor Stock & Krepps – then Zachor & Thomas – as a legal assistant. Corey applied for law school the following year, and after receiving a scholarship offer he couldn't refuse, he enrolled at the University of Arizona, but continued to come back to the firm to work each summer.

During his last semester of 3L, Corey worked remotely, and represented the several cities our office serves on the Snohomish County Jail Calendar three times a week. Believing that an introduction to defense work would make him a better prosecutor, Corey also took the opportunity to intern as a Pima County Legal Advocate. There he built relationships with defendants and learned how to process reports like a defense attorney. This opportunity has translated into helping him better identify strengths and weaknesses in cases, as well as gaining an increased understanding of the role addiction and mental health plays in our criminal justice system.

Corey passed the Washington State Bar in July and is one of our newest associates. Despite only recently earning his bar card, the experience he has gleaned from working the past 4 years at our firm makes him a seasoned and valuable member of our team. He currently serves as the lead prosecutor for Mukilteo and shares the City of Arlington with another prosecutor.

RESUME

Legal Experience

Zachor Stock & Krepps Inc., P. S., Lynnwood, WA

Oct. 2022– Present

Associate Attorney

- Lead attorney for the City of Mukilteo and support for the City of Arlington
- Respect the solemn obligation to act as a minister of justice by zealously protecting the interest of the City and ensuring just outcomes for defendants

Zachor Stock & Krepps Inc., P. S., Lynnwood, WA

Jan. 2022 – Oct. 2022

Rule 9 Licensed Legal Intern,

- Represent Arlington, Mill Creek, Mukilteo and Sultan on the Snohomish County Jail Calendar by arguing for probable cause, bail and other release conditions
- Conduct research and draft responsive briefing on diverse legal issues
- Successfully argued multiple substantive motions

Zachor & Thomas, Inc. P.S. Edmonds, WA

May 2021 – Aug. 2021

Rule 9 Licensed Legal Intern

- Represent Arlington, Mill Creek, Mukilteo and Sultan on the Snohomish County Jail Calendar by arguing for probable cause, bail and other release conditions
- Conduct research and draft responsive briefing on diverse legal issues
- Successfully argued multiple substantive motions

Pima County Legal Advocate., Tucson, AZ

Aug. 2021- Dec. 2021

Rule 39(D) Certified Limited Practice Student

- Arizona Rule 9 equivalent. The Legal Advocate serves as conflict and overload counsel for the Pima County Public Defender's Office on felony matters
- Primary duties include legal research and interviewing clients
- Drafted and argued substantive motions in court on behalf of clients accused of homicide and kidnapping

Zachor & Thomas Inc., P. S., Edmonds, WA

May 2018 – July 2019, May 2020 – Aug. 2020

Legal Assistant

- Assist the attorneys for Arlington, Lake Stevens, and Monroe, but have the knowledge to support the attorneys for any city
- Daily duties include preparing calendars, sending discovery, requesting evidence, organizing files and answering phones

EDUCATION

University of Arizona James E. Rogers College of Law, Tucson, AZ

Juris Doctorate, May 2022

- GPA: 3.35
- Activities: Student Bar Association (1L, 2L, 3L Representative)
- Honors and Awards: Dean's Achievement Award Scholarship (Full-Tuition)

University of Washington, Seattle, WA

Bachelor of Arts, Political Science, June 2018

- Major GPA: 3.50
- Activities: Acacia Fraternity (President), Greek Community Project (Counselor), Phi Alpha Delta Pre-Law Fraternity (Member), UW Husky Union Board (Student Rep)
- Honors and Awards: Acacia Founding Father, Acacia Man of the Year 2016, 2017

Jeffrey D. Leeper

WSBA: 39577 Bar Status: Good Standing

jeffrey@zsklegal.com

Mr. Leeper is an experienced municipal prosecutor, having spent his entire 15-year legal career as a prosecutor. He attended Seattle University School of Law where he graduated with his juris doctorate in 2007 and has been a member of the Washington State Bar ever since. All his years practicing has been as a criminal prosecuting attorney at the municipal court level. His work includes all steps from charging decisions to trial to probation review. He is currently serving as lead prosecutor for the cities of Lake Stevens. He has also been working with the Mental Health Alternatives Program (MAP) in Marysville Municipal Court.

RESUME

LEGAL EXPERIENCE

Zachor, Stock & Krepps, Inc., P.S., Lynnwood, WA

Jan 2022 – Present

Senior Prosecuting Attorney

- Handles a significant caseload through all stages of proceedings.
- Mentors junior associates.
- Handled review, pre-trial, arraignment, jail, and infraction calendars for cities with which firm is contracted to handle criminal prosecution.
- Discussed/negotiated merits of cases with defense counsel.
- Drafts, responds and argues motions.
- Prosecutes cases at jury and bench trial.

Zachor and Thomas Inc., P.S., Edmonds, WA

APR 2017-DEC 2021

Prosecuting Attorney

- Handled review, pre-trial, arraignment, jail, and infraction calendars for cities with which firm is contracted to handle criminal prosecution.
- Filed motions and briefs as needed.
- Discussed/negotiated merits of cases with defense counsel.
- Argued and/or settled matters at trial and motion hearings.

CITY OF KENT LAW DEPARTMENT

MAY 2008-JUN 2008, NOV 2008-JAN 2009

Contract Attorney for Criminal Division

APR 2009-JUN 2010, SEP 2016-JAN 2017

- Handled probation review, review, pre-trial, arraignment, and jail calendars on as-needed basis.
- Reviewed merits of traffic citations, discussed/negotiated with defendant or defendant counsel and argued City's position before judge.
- Filed new cases and made filing recommendations to officers.

CITY OF KENT LAW DEPARTMENT

JUL 2010-OCT 2013

Prosecuting Attorney

- Handled probation review, review, pre-trial, arraignment, and jail calendars, to include interviewing witness, negotiating with defense.
- Argued and/or settled matters at trial and motion hearings.
- Argued City's position at tow hearings in district court.
- Reviewed merits of traffic citations, discussed/negotiated with defendant or counsel and argued City's position before judge.
- Filed new cases and made filing recommendations to officers.
- Filed motions and briefs as needed.

MOBERLY & ROBERTS, PLLC

JUL 2008-OCT 2008

Prosecuting Attorney

- Handled probation review, review, pre-trial, arraignment, and jail calendars, to include interviewing witness, negotiating with defense.
- Argued and/or settled matters at trial and motion hearings.
- Reviewed merits of traffic citations, discussed/negotiated with defendant or counsel and argued City's position before judge.
- Filed new cases and made filing recommendations to officers.
- Filed motions and briefs as needed.

SEATTLE CITY ATTORNEY, CIVIL DIVISION

SEP 2006- APR 2007

Rule 9 Intern for Infractions

- Reviewed merits and sufficiency of traffic and animal control citations.
- Interviewed witnesses to determine testimony and to explain court proceedings.
- Discussed merits of case with opposing counsel, and, where appropriate, negotiated charge and sentencing.
- Argued City's position before magistrate judge.

CITY OF KENT LAW DEPARTMENT

SUMMER 2006

Rule 9 Extern for Criminal Division

- Reviewed merits of traffic citations.
- Assessed sentencing based on defendant's prior record.
- Discussed merits of case with opposing counsel, and, where appropriate, negotiate charge and sentencing. Argued City's position in traffic cases to judge. Represented City's interests in sentencing and probation review cases, pretrial hearings, and warrant and jail calendars.
- Prepared City's position for motions.
- Represented City in one bench trial and two jury trials including voir dire, opening statement, direct and cross examination, and closing statement.

SEATTLE UNIVERSITY SCHOOL OF LAW

SUMMER 2005

Research Assistant for Professor Mark Chinen

- Provided reader feedback and editorial comments on academic paper on amending Japanese Constitution. Researched impediments to sharing information among national security organizations.

EDUCATION

SEATTLE UNIVERSITY SCHOOL OF LAW, Seattle, WA

- Juris Doctorate (Criminal Law focus), 2007
- Trustee's Scholarship upon entry
- Vice President of Christian Legal Society; Associate Justice for Law and Technology Society; Member of Faculty Standards Committee; Student Fellow for Center on Corporations, Law and Society, Bailiff – Mock Trial and Moot Court Competitions, Order of the Barristers
- Moot Court and ADR Competitions: Negotiation (2nd Place), Mediation (4th Place), Client Counseling, Thomas Tang, Administrative Law, Reasonable Doubt, In-House Moot Court, In-House Appellate Competition

UNIVERSITY OF WASHINGTON, Seattle, WA

Certificate in Editing, 2003

LOUISIANA STATE UNIVERSITY, Baton Rouge, LA

- Master of Arts in English Literature (19th Century British Literature), 1993
- Activities: *Henry James Review* editorial staff, Judge for 1993 Emily Toth Award

LOUISIANA STATE UNIVERSITY, Baton Rouge, LA

- Bachelor of Arts in English (Minors: German Literature and Religious Studies), 1991
- National Dean's List and LSU Regents Certificate of Excellence
- LSU Honors Scholarship and Air Force ROTC Scholarship upon entry

Hana Lee

WSBA: 53033 Bar Status: Good Standing

hana@zsklegal.com

Hana is originally from South Korea. She graduated from the St. John's University, New York in 2010 with a degree in Hospitality Management. She graduated from Seattle University with her Juris Doctorate in May of 2017. She passed the bar in September of 2017 and was admitted to the Washington State Bar in November of 2017. While working at a hotel in New York City, she has witnessed the disadvantages and prejudices guests endured because they did not speak English well enough to advocate for themselves. These experiences led to her decision to pursue a career as a prosecuting attorney. She has been with ZSK (and Zachor & Thomas) since August of 2018 as an Associate Attorney after being admitted to the bar. She is also actively engaged in the MAP (Mental Health Alternatives Program) in Marysville Municipal court. She is currently serving the cities of Lynnwood, Sultan, and Edmonds.

RESUME

LEGAL EXPERIENCE

Zachor, Stock & Krepps, Inc., P.S., Lynnwood, WA

Jan 2022 – Present

Senior Prosecuting Attorney

- Appear daily for in-custody hearing where I review police reports and make arguments concerning conditions of release and bail.
- Negotiate criminal pre-trial cases with Defense Attorneys.
- Represent municipalities on civil traffic infractions
- Negotiate resolutions with attorneys for civil traffic infractions.
- Appear in court pro se respondents and ensure they are aware of the procedures, rules, and laws applicable to their hearing.
- Prepares and argues complex criminal motions and jury/bench trials

Zachor and Thomas Inc., P.S., Edmonds, WA

Dec 2018 – Present

Prosecuting Attorney

- Appear daily for in-custody hearing where I review police reports and make arguments concerning conditions of release and bail.
- Negotiate criminal pre-trial cases with Defense Attorneys.
- Represent municipalities on civil traffic infractions
- Negotiate resolutions with attorneys for civil traffic infractions.
- Appear in court pro se respondents and ensure they are aware of the procedures, rules, and laws applicable to their hearing.

Ronald A. Peterson Law Clinic, Seattle, WA
Seattle University School of Law

Jan 2017 – May 2017

Rule 9 Intern

- Represented juvenile clients in court proceedings, including first appearances, arraignments, detention release hearings, and case setting hearings.
- Engaged in effective client counseling, including regular meetings and communication with clients in juvenile detention and with clients out of custody.
- Reviewed facts with investigators and interviewed witnesses and law enforcement.
- Participated in a trial skills workshop and mock motion hearing to practice and refine advocacy skills.
- Performed legal research and drafted legal memoranda regarding duress defense, deferred action, and disposition.

Shoreline Prosecuting Attorney's Office, Shoreline, WA

Summer 2016

Rule 9 Intern

- Managed high volume docket daily to expedite court proceedings.
- Successfully argued motions in pre-trial and post-conviction hearings.
- Efficiently conducted court proceedings, including motion hearings, probation review hearings, arraignments, and first appearances.
- Conducted legal research and drafted numerous motions, including motions to suppress evidence, motions to suppress statements, and appellate briefs.

Lee & Lee Law, P.S., Seattle, WA

Summer 2015

Law Clerk

- Performed research and drafted legal memoranda on a variety of civil and criminal litigation matters
- Interviewed clients with staff attorneys.
- Drafted letters to clients.
- Translated clients' contracts and other documents from Korean to English

Education

Seattle University School of Law Seattle, WA

- Juris Doctorate, 2017
- Membership: Future Prosecutors for Social Justice, Korean American Law Student Association
- Moot Court Participant

St. John's University Jamaica, NY

- Bachelor of Science in Hospitality Management May 2010

Staff Biographies

Erin M. Ortega

erin@zsklegal.com

Erin joined the firm in March 2004, having graduated with a Bachelor of Arts in Law Enforcement from Central Washington University. Prior to joining our firm, she worked for five years facilitating discovery and client contact with the law firm of Feldman & Lee, P.S., handling primarily public defense cases.

She is extremely knowledgeable in dealing with court staffs, the Department of Licensing, Snohomish County 911, defense attorneys, pro-se defendants, victims, witnesses, and law enforcement personnel. She currently serves as a legal assistant for the Cities of Lynnwood, Edmonds, Mill Creek, Mukilteo, responsible for receiving and properly handling a variety of legal document, fulfilling discovery demands, and preparing case files for attorneys. Her performance is exceptional and a true credit to every successful prosecution.

Alena C. Stock

alena@zsklegal.com

Alena Stock has been serving as a legal assistant since August 2019. She was formerly enrolled in Western Washington University taking part in Future Woodring Scholars, volunteering at local schools, and working towards becoming a future educator. She is now currently enrolled into University of Washington Bothell intending on majoring in English and Secondary Education. Her responsibilities in the office are to answer phone calls and take messages, requesting supplemental discovery and responding to demands for discovery.

2. OUR PROSECUTION APPROACH

A. Ensuring Prosecution of Violators to the Full Extent of Community Standards

To Zachor Stock & Krepps, no crime is considered small, insignificant or de minimis. All crimes committed within a city can have an impact, sometimes significant, on the livability and safety within the city. Our goal as municipal prosecutor is to hold those who commit crimes within the city accountable for their actions. However, what that accountability looks like can take many different forms. For some it is a focus on ensuring alcohol/drug/mental health treatment is completed due it being a root cause of criminal behavior. Other individuals require community service, anger management or other forms of counseling to ensure criminal behavior stops. Some require a more heavy-handed approach involving jail time to ensure accountability and deterrence from criminal behavior. Our firm has as an extensive, experienced, and proven methods to uncovering the root causes of criminal behavior. Our firm undertakes an individualized approach to ensuring the community is protected from further criminal behavior, but also to ensure that the defendant is treated with understanding and compassion as to the circumstances causing their criminal behavior.

B. The Process for Discovery, Subpoenas and Related Public Disclosure Requests

Zachor, Stock & Krepps, Inc. P.S. has heavily invested in our technological infrastructure to the point only typically seen in larger county and state offices. ZSK has a government cloud based SharePoint site and a digital file management system that are CJIS and FAPS security compliant. Our SharePoint site permits police departments to upload police reports, supplemental reports, and digital evidence (such as photos and surveillance videos) securely and electronically. Electronic upload to this site saves the police department from the inefficient, time consuming, and cost wasting expense of printing reports, burning CDs, or photo printing. Additionally, our office has our own "AXON" and Motorola prosecutor accounts for easy access and transfer of Body Worn Camera and Patrol Vehicle Camera evidence.

ZSK also has a robust digital file management system entitled Prosecutor by Karpel (PbK). PbK allows the creation of both digital person files and individual files for all criminal cases, RALJ appeals, civil/felony/drug forfeitures, dangerous/potentially dangerous dog appeals and Extreme Risk Protection Orders. Contained within this database is several thousand defendant, witness, victim and police officer person files and thousands of individual case files. Information and evidence are electronically transferred from our Sharepoint site directly to PbK and securely stored pursuant to the current retention policy schedules and security policies. Once in PbK, all discovery can then be electronically transmitted to retained or appointed counsel within minutes of receiving a demand for discovery. PbK also

automatically creates a digital log of days and times certain discovery materials are created, sent and downloaded by defense attorneys.

PbK permits an attorney to easily create subpoenas for civilian and police officer witnesses for any given motion, trial, or hearing. PbK also permits an attorney to email subpoenas directly to a witness, officer, and/or supervisor while keeping a detailed log.

Finally, PbK permits the quick creation of reports that can be categorized by receipt of cases, types of cases filed, officer filing activity, dispositions, and charges. PbK also permits easy electronic transfer of information when requested as a part of public disclosure requests to make redaction and retention easier on the city.

C. Communication with Involved Parties

At ZSK, one of the first rules a prosecutor is taught is that to be a successful and effective prosecutor, one must learn to be responsive and timely in their communication but must also learn the best way to communicate to a specific party. ZSK firmly believes that a prosecutor who fails to communicate fails the community that they serve. A prosecutor's obligation to communicate is not limited to communicating with the court. A prosecutor must also be responsive to defense counsel, victims, witnesses, police officers, and citizens of the community they serve. At ZSK, we make it a priority to return all phone calls and emails in a timely fashion (within 24-48 hours or sooner depending upon urgency). By prioritizing communication our prosecutors are much more effective at resolving cases in a timely fashion. Likewise, being unresponsive in communication has the dangerous potential for creating needless delay and ineffective or unjust results on cases. At ZSK, we pride ourselves on effective and timely communication because it also builds trust among our peers but also results in fair and just resolutions to cases. To ensure timely communication, regardless of size, the prosecutor and supervising attorney are included in emails that are sent to witnesses/victims, defense counsel and officers. This prevents communication from being missed or ignored and we have found increased success in having attorneys work in tandem.

Communication with Police Department and Officers

At ZSK, we pride ourselves on our communication with police officers, especially when issues arise with police reports, but also when it comes to preparing for a motion, trial or hearing. An officer's time is important, especially when that officer is not on duty. A necessary part of a police officer's profession is to testify and defend their investigation. As prosecutors, we must be cognizant of officer vacation, training and time off. Subpoenaing an officer on a day off affects more than just their time off, it can involve overtime pay or rearrangement of shift schedules. To combat these costs, we prepare and review cases in advance. Our attorney's will contact officers, by phone or email, ahead of time to ensure communication if an officer is no longer obligated to appear after a subpoena is issued. Inclusively, our prosecutors will speak with officers prior to testimonial hearing to assist in preparation

of the subject matter and cross examination of the motion or trial. Additionally, Mr. Zachor, Ms. Stock and Mr. Krepps are available 24 hours a day, 7 days a week, 365 days a year (including major holidays such as Thanksgiving and Christmas) for officers to contact.

Communication with Defense Attorneys

All prosecutors at ZSK are highly experienced in the plea-bargaining process. In our experience, the key to successful negotiation is communication. If a prosecutor is not responsive to defense attorneys, then the system breaks down. Cities with large case load that have ineffective communication will lead to longer delay of case resolutions. This in turn creates a significant backlog where older cases do not get the attention and results desired. This also leads to a dissatisfaction among the public as cases become stale and violators are not held as accountable in a timely manner. It is routine practice, that our attorneys, at minimum, communicate to public defenders and private defense attorneys a few days before a scheduled hearing. Our staffing levels also permit greater communication between parties. Our prosecutors have set office hours for such purpose to respond to phone calls and emails from defense attorneys. Our attorneys work in tandem and emails always include a supervising attorney to ensure timely responses.

D. Ensuring Timeliness of Case Resolution

Timeliness case resolution, from a prosecutor's perspective, consists of four components 1) intimate knowledge of case facts; 2) sufficient foundational knowledge of criminal theory and case law; 3) communication among the parties; and 4) a prosecutor's willingness to listen and understand a defense attorney's theory of the case, defenses, and mitigating circumstance. If one of these components is lacking, the potential for a breakdown in the plea-bargaining process increases. While not all cases can be resolved through the plea-bargaining process, by ensuring all these components are present and utilized, a prosecutor can generally achieve the goals of the city in effectively holding a defendant accountable in a way that all parties can be satisfied in the result.

3. Experience in Courts of Limited Jurisdiction

Our senior attorneys have a cumulative 50+ years of criminal municipal prosecution experience. The proposed supervising attorney Chad W. Krepps has 10 years of municipal prosecution experience. Mr. Krepps would also handle a caseload for the City of Burlington. Other attorneys that would appear on behalf of the City of Burlington include James M. Zachor (13 years of municipal prosecution experience), and Corey A. Rogers who would also carry a significant caseload (2 years of municipal prosecution experience). Among the 10 attorneys employed by Zachor, Stock & Krepps, all, but two, have a minimum of one year of municipal prosecution experience.

The prosecution needs of a city vary greatly, but our firm has dedicated itself to identifying and tailoring those specific needs to each client. In our view, there are no small or insignificant crimes or

infractions. Any crime, whether against person or property, can drastically affect the overall livability and safety of the citizens we serve. Our goal is to meet needs of the city we service, but more importantly, do what we can to ensure all citizens can enjoy the quality of life each deserves. By working with city leaders and the police department, we can do our part towards ensuring safer neighborhoods, streets, and parks for all citizens.

Each attorney in our firm has an extensive and proven working knowledge of criminal municipal prosecution including the nuances of review and charging of cases, negotiation, motions practice, jury trial experience and appellate work. The supervising attorneys have extensive knowledge of prosecuting civil, traffic, code infractions, felony and drug civil forfeitures, as well as animal control issues. All our prosecutors are conversant in the changing environment of prosecution brought about by changes in the law and shifts in societal thinking. We understand that each case presents a unique potential to not only hold persons accountable, but also is an opportunity to address root causes of criminal behavior, thereby reducing recidivism and benefiting the overall community. Each prosecutor is familiar with the opportunities that therapeutic alternatives/courts offer, but we are also not blind to its challenges. The attorneys who would appear on behalf of the City of Burlington have experience in therapeutic or alternative court programs in other jurisdictions.

4. Disciplinary Findings against Proposed Prosecuting Attorneys

No attorney or staff member has any criminal or disciplinary findings entered against them in any jurisdiction within this state or in any other state. All attorneys are in “good standing” with the Washington State Bar Association.

5. Proposed Fee Structure

- A. Our proposed Contract Rate is \$12,500.00 per month for Base Prosecution Services, for such duties set forth in the City proposal of services and encompasses all duties outlined within the RFP. The proposed contract rate also includes representing the City in Extreme Risk Protection Orders at the Municipal and Superior Courts.
- B. Hourly Rate of per hour for Specialty Services:
 - B.1 Appeals filed at the Superior Court (\$150.00 per hour)
 - B.2 Appeals filed at the Court of Appeals (\$300.00 per hour).
 - B.3 Appeals filed at the Supreme Court (\$300.00 per hour).
 - B.4 Cases filed at the District Courts that are not criminal gross misdemeanors or misdemeanors (examples include forfeiture cases removed to District Court) (\$250.00 per hour).
 - B.5 Such other activities or appearances, not accounted for above (such as review and re-write of city criminal/traffic/animal/parking codes), which are agreed to by the City of Burlington and Zachor, Stock & Krepps (fee to be negotiated).
- C. Expenses and Costs:
 - C.1 The City of Burlington shall reimburse the Zachor, Stock & Krepps for any reasonable out-of-pocket expenses that may be required, in excess of the standard scope of services (appellate filing fees etc.) in the performance of its duties as Prosecuting Attorney.
 - C.2 Expenses of witnesses, expert witnesses, transcripts and transcriptions services, and interpreters, as may be required from time to time, shall be the sole responsibility of the City.
 - C.3 Should the City be satisfied with the work product at the end of the one-year period, ZSK proposes that the contract include an option to extend the contract for two additional three-year terms with a cost-of-living increase annually of 4%, subject to negotiation based on significant increases or decreases in the level of services required

6. Conflict Prosecutor

Our Proposed Conflict Prosecutor is:

1. Christopher Leif Griffen
WSBA 41488
Griffen Law Office
3306 Wetmore Ave
Everett, WA 98201
425-405-0016
Rate: \$350 per case + mileage

7. Three Professional References

1. Chief Jonathan Ventura
City of Arlington Chief of Police
110 E. 3rd St,
Arlington, WA 98223
360-403-3400
jventura@arlingtonwa.gov
2. The Honorable Valerie Bouffiou
Lynnwood Municipal Court
19321 44th Ave W
Lynnwood, WA 98036
425-241-0901
3. Phillip Su (Private Defense Attorney)
Puget Law Group, PLLC - Partner
14205 SE 36th St, Ste 100
Bellevue, WA 98006
425-227-7729

[Return to Agenda](#)



ITEM #: 2

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: January 12, 2023 Subject: Canton Parking Lot Lease – Allowance for Owner's Use of Back Area for Remodel
Submitted By: Greg Young, City Administrator

Attachments: Staff Report including text and pictures of the area of parking lot requested to be used for remodeling material storage. Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

With the recent sale of the Canton Parking Lot property, the new owner has reached out to the City and requested that he be able to cordon off a small area in the back of the parking lot for material storage during his upcoming remodel of the building.

The entire parking lot is currently leased by the City but it is believed that the area the property owner is requesting to use is seldom used and there is sufficient parking stalls on the remainder of the property to serve the public's need. We are asking that the Council approve the use of this area of the parking lot for the property owner's use.

As has been discussed with the new property owner, when the remodel is complete and parking lot is then needed for his patrons, the City envisions cancelling the lease. Currently the lease runs to November 30, 2024.

Also included in your packet is a slightly revised Lease that includes the following modifications: A) revising the term to eliminate the 2022 term in the prior lease (lease still runs through 2024 as it was originally), B) moved the Termination clause from 90 day's notice to 30 day's notice, and C) modified the description of the area leased to exclude the parking stalls at the rear of the property

ALTERNATIVES CONSIDERED

Not allow the usage of this area by the property owner.

BID REQUIREMENTS

N/A

CURRENT AND FUTURE BUDGET RAMIFICATIONS

Under this proposal, the parking lot rental fee paid to the property owner would not change. For 2023 we are paying \$850.00 per month which goes to \$875/mo. In 2024.

LEGAL ASPECTS – LEGAL REVIEW

None

STAFF RECOMMENDATION

Staff is recommending that the usage of this portion of the parking lot by the property owner be approved. Should this be the case, the City would memorialize this understanding in writing to the property owner using the pictures included in this Agenda Item.

SUGGESTED COUNCIL MOTION LANGUAGE

“I move to approve the lease modification that excludes the use of the rear portion of the Canton Parking lot as reflected in the staff report, keeping the remainder of the parking lot open for public use.”

**City of Burlington
Canton Restaurant Parking Lot Lease**

Area Landowner is Requesting to Retain Usage

STAFF REPORT

As the Council is aware, the City leases the Canton Parking Lot for public usage. The property has recently changed hands and the City has entered into a new lease with the current owner under the same terms as the prior lease. The current lease runs for the years 2023 and 2024.

From discussions with the new owner, he intends to remodel the existing building and reopen it sometime in the near future. To this end he has asked if he can cordon off a small area in the rear of the parking lot so he can place building materials during the remodel project. The area he would like to use is pictured below.



LEASE AGREEMENT

THIS AGREEMENT is made this 12th day of January 2023, between the NICK CRANDALL, (hereinafter designated the "**Landlord**"), and the CITY OF BURLINGTON, a Washington municipal corporation (hereinafter designated the "**Tenant**").

The **Landlord** does hereby rent unto the said **Tenant** parking space at that real property and improvements situated at 423 Fairhaven St. in the City of Burlington, Skagit County, State of Washington (hereinafter designated the "**Premises**"), which **Premises** are more particularly described as follows:

- a. SEE LEGAL DESCRIPTION ATTACHED HERETO AND IDENTIFIED AS EXHIBIT "A," INCORPORATED HEREIN.
 - b. **Landlord** hereby rents the existing parking lot, except for the area denoted on the attached photos, consisting of approximately fifty-four (54) parking spaces at the **Premises** for use by the **Tenant** for the purpose of public parking.
 - c. **Tenant** does not rent, and this Lease creates no right of entry to any building or structure at the **Premises**.
1. Term. **Tenant** agrees to rent from **Landlord** the above-described real property for a twenty-four (24) month period, commencing the 1st day of January, 2023. At the conclusion of the thirty-six (36) month period, the lease shall be month to month or as agreed to by the Parties. Termination of this leasehold shall be accomplished in accordance with the terms of this Agreement in order for the termination to be effective.
 2. Rent. The **Tenant** shall pay monthly rent in the amount listed below:

December 1, 2023 to November 30, 2024	\$850.00
December 1, 2024 to November 30, 2025	\$875.00

The amount shall be inclusive of taxes described in Section 10, below.
Rental payments shall be payable to:

Nick Crandall

(mailing address)

3. Utilities. **Landlord** shall pay for all services and utilities supplied in the **Premises**.

Sublet. The **Tenant** agrees not to sublet the **Premises** nor assign this Agreement nor any part thereof without the prior written consent of **Landlord**, which consent shall not be unreasonably withheld.

4. Use of **Premises**. **Tenant** shall use the **Premises** for public parking and related commercial activities, and for no other use or purpose. **Tenant** may levy a charge upon parking customers for some or all of the stalls in individual parking areas. **Tenant** shall retain all proceeds from any charge upon parking customers, if any.
5. Improvements. The **Premises** leased to **Tenant** has been used by the **Landlord** for vehicular parking lots for use by the general public. Varying types of improvements may exist, including asphalt surfacing, painted striping, wheel stops or curbing, sign posts, etc. Any additional improvements deemed necessary by **Tenant** shall be constructed at **Tenant's** sole expense and shall be completed in a good and workmanlike manner free of all liens and claims. **Tenant** may erect signs to facilitate public parking. **Tenant** shall have authority to conduct maintenance that is necessary to keep the condition of the **Premises** safe for parking and access by the public. All improvements or maintenance performed by **Tenant** shall become property of **Landlord** upon termination of this Agreement.
6. Alterations. **Landlord** agrees to not make alterations to the **Premises** that unreasonably hinders the **Tenant's** ability to utilize the **Premises** for purposes contemplated pursuant to this Agreement without prior written consent from **Tenant**.
7. **Landlord's** Obligations. **Landlord** shall immediately notify **Tenant** of any changes as to the person or address of the **Landlord**. **Landlord** makes no warranties or guarantees as to the condition of the improvements, or as to the suitability of the improvements for **Tenant's** proposed use.
8. Access. **Landlord** reserves the right of access to the **Premises** for the purpose of inspection, and to conduct tests, inspections, surveys, and studies as the **Landlord** sees fit. Access shall be at reasonable times except in case of emergency or abandonment, and **Landlord** shall provide 48 hours notice to the **Tenant** prior to accessing the **Premises**, except in case of emergency.
9. Surrender of **Premises**. In the event of default in payment of installment of rent, **Tenant** will quit and surrender the said **Premises** to **Landlord**.
10. Taxes. **Landlord** shall be responsible for all real property taxes pursuant to this Agreement.

11. Insurance. **Tenant** is a member of Washington Cities Insurance Authority (WCIA), a liability-property pool. The Parties agree that the City's membership in WCIA constitutes adequate insurance for purposes of this Agreement.
12. Costs and Attorney's Fees. In any action brought to enforce any provision of this Lease, including actions to recover sums due or for the breach of any covenant or condition of this Lease, or for the restitution of the **Premises** to the **Landlord** or eviction of **Tenant** during the term or after expiration thereof, the substantially prevailing Party shall be entitled to recover from the other Party all reasonable costs and reasonable attorney's fees incurred, including, without limitation, the fees of accountants, appraisers, and other professionals, at trial, on appeal, or without resort to suit.
13. Termination. Except when the Agreement reverts to a month-to-month, either Party may terminate this Agreement by giving thirty (30) days advance notice to the other Party. Notice shall be given by certified mail, return receipt requested, and shall be deemed to be effective on the date deposited into the U.S. mail. In the alternative, notice may be effected by service on the following representative of the Parties:

For the City:
CITY OF BURLINGTON
ATTN: CITY ATTORNEY
833 SOUTH SPRUCE STREET
BURLINGTON, WA 98233

For the Landlord:
Nick Crandall

14. Time of Essence. Time is of the essence of this Lease and of every provision hereof.
15. Quiet Enjoyment. **Tenant**, on performing all the covenants and conditions hereof, shall, at all times during the demised term, peaceably and quietly have, hold, and enjoy the leased **Premises**, provided, however, that no eviction of **Tenant** for any reason whatever, after the **Landlord** shall have conveyed the fee of the leased **Premises**, shall be construed as a breach of this covenant, and no action therefor shall be brought against the **Landlord**.

16. **Covenants Real.** Every covenant in this Lease shall be deemed and treated to be a covenant real running with the **Premises** during the term hereof, and shall extend to the heirs, legal representatives, successors and assigns of the Parties. No change in the **Landlord's** ownership of the **Premises**, or rights to the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or reduce the rights of **Tenant**. No change in the **Landlord's** ownership in the **Premises** shall be binding upon **Tenant** for any purpose until **Tenant** shall have been given notice thereof.
17. **Prior Agreements.** This Lease contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Lease, and no prior agreement, letter of intent or understanding pertaining to any such matter will be effective for any purpose. No oral modification of, or amendment to, this Lease shall be effective; however, this Lease may be modified or amended by a written agreement signed by both Parties to this Lease.
18. **Recording.** Neither Party may record this Lease, nor any memorandum thereof, without the prior written consent of the other Party.
19. **Severability.** Any provision of this Lease which proves to be invalid, void, or illegal will in no way affect, impair, or invalidate any other provision hereof, and such other provisions will remain in full force and effect.
20. **Applicable Law and Venue.** This Lease is made pursuant to and shall be construed in accordance with the laws of the State of Washington. **Landlord** and **Tenant** hereby agree that venue of any action relating to this Lease will be in Skagit County, Washington.
21. **Other Documents.** Each Party undertakes to execute such additional or other documents as may be required to fully implement the intent of this Agreement.
22. **Paragraph Headings, Gender, and Number.** Paragraph headings are not to be construed as binding provisions of this Lease; they are for the convenience of the Parties only. The masculine, feminine, singular and plural of any word or words shall be deemed to include and refer to the gender and number appropriate in the context.
23. **Counterparts.** This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
24. **Nonwaiver of Breach.** The failure of the Parties to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such rights, or any other

covenants or agreements, but the same shall be and remain in full force and effect.

25. Construction. Nothing contained herein shall create the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, and neither the method of computation of rent nor any other provision contained herein shall be deemed to create any relationship between the Parties hereto other than the relationship of **Landlord** and **Tenant**.

IN WITNESS WHEREOF, the **Tenant** and **Landlord**, or his agent, each hereunto sets his hand

LANDLORD

TENANT/CITY OF BURLINGTON

Chinn Mei Fong

Steve Sexton, Mayor

Attest:

Joe Stewart
Finance Director

Approved as to form:

Leif Johnson, City Attorney

EXHIBIT A – Legal Description

BURLINGTON AC, (DK12) THAT PORTION OF TRACT 85, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID TRACT 85, WHICH IS NORTH 88 DEGREES 55' WEST, 1212.4 FEET AND 30 FEET NORTH OF THE SOUTH 1/4 CORNER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SAID POINT BEING THE SOUTHWEST CORNER OF THAT TRACT CONVEYED TO JOSEPH PAULI AND ETHEL PAULI, HUSBAND AND WIFE, BY DEED DATED DECEMBER 26, 1958, AND RECORDED DECEMBER 28, 1958, UNDER AUDITOR'S FILE NO. 574035; THENCE NORTH ALONG THE WEST LINE OF THE PAULI TRACT, 629.3 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID TRACT 85 AND THE TERMINAL POINT OF SAID LINE BEING HEREBY DESCRIBED. ALSO TOGETHER WITH THAT PORTION OF THE EAST 264.00 FEET OF THE SOUTH 825.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID EAST 264.00 FEET OF THE SOUTH 825.00 FEET; THENCE SOUTH 0 DEGREES 30' 59" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR A DISTANCE OF 152.35 FEET; THENCE NORTH 18 DEGREES 35' 55" WEST FOR A DISTANCE OF 36.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 380.00 FEET, THROUGH A CENTRAL ANGLE OF 18 DEGREES 04' 56" AN ARC DISTANCE OF 119.93 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES 30' 59" WEST FOR A DISTANCE OF 0.63, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTH 825.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AT A POINT BEARING NORTH 89 DEGREES 18' 30" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 18' 30" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 30.01 FEE, MORE OR LESS, TO THE POINT OF BEGINNING. ALSO TOGETHER WITH CERTAIN UNNAMED DEDICATED ROAD ADJOINING THE WEST LINE OF TRACT 85 " PLAT OF BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49 RECORDS OF SKAGIT COUNTY, WASHINGTON, ALL AS DESCRIBED IN SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 81-2-00071-4; EXCEPT THAT PORTION LYING WITH A TRACT OF LAND CONVEYED TO THAD L BINGHAM, ET UX BY DEED RECORDED DECEMBER 10, 1943 AS AUDITOR'S FILE NO. 367953, ALSO EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE SOUTH 89 DEGREES 23' 26" EAST ALONG THE NORTH LINE OF SAID TRACT FOR A DISTANCE OF 4.87 FEET TO THE PROPOSED WESTERLY MARGIN OF SOUTH SPRUCE STREET; THENCE SOUTH 18 DEGREES 35' 55" EAST ALONG SAID PROPOSED WESTERLY MARGIN FOR A DISTANCE OF 31.13 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 320.00 FEET, THROUGH A CENTRAL ANGLE OF 18 DEGREES 04' 56" FOR A DISTANCE OF 100.99 FEET TO A POINT OF TANGENCY; THENCE NORTH 87 DEGREES 27' 42" WEST TO THE NORTHEAST CORNER OF THE WEST 16.00 FEET OF THE SOUTH 530.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., THENCE NORTH 89 DEGREES 18' 30" WEST ALONG SAID NORTH LINE OF THE OSUTH 530 FEET FOR A DISTANCE OF 16.00 FEET TO THE NORTHWEST CORNER THEREOF AT A POINT BEARING SOUTH 0 DEGREES 30' 59" EAST FROM THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 30' 59" WEST ALONG THE WEST LINE OF SAID SUBDIVISION, ALSO BEING THE WEST LINE OF THE ABOVE DESCRIBED UNNAMED DEDICATED ROAD RIGHT-OF-WAY FOR A DISTANCE OF 127.91 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BID REQUIREMENTS

None – the underlying contract was originally bid and an extension is contemplated in the Agreement.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

We have included these services and costs in our 2023 Budget. The additional Pandemic-related payments were also considered and factored into the budget.

LEGAL ASPECTS – LEGAL REVIEW

This extension has been reviewed and approved by the outside legal counsel both cities use for Indigent Defense matters.

STAFF RECOMMENDATION

Staff recommends that the Council approve the 3-month extension to the Agreement.

SUGGESTED COUNCIL MOTION LANGUAGE

"I move to approve the 3-month contract extension for Mountain Law for Indigent Defense services."

**ADDENDUM TO CONTRACT
FOR INDIGENT DEFENSE SERVICES**

WHEREAS, the Cities of Mount Vernon and Burlington (hereinafter "Cities") provide public defense services pursuant to a contract ("Contract") with Mountain Law ("Primary Public Defender") which will expire on its own terms on December 31, 2022, and

WHEREAS, the Contract anticipates the need through a periodic review to make adjustments in order to address issues pertaining to workload and the application of public defense standards, and

WHEREAS, the parties have not completed their evaluation of performance and the impact of COVID-related court backlogs and wish to extend the existing agreement, as amended, for three additional months to provide an adequate time to evaluate data and performance prior to either a new contract or an RFQ for public defense services;

NOW THEREFORE in consideration of the mutual benefits to be derived and the promises set forth herein, the City and the Primary Public Defender agree as follows:

1. Extension of Underlying Agreement. The underlying agreement between the parties as originally effective on January 1, 2020 as amended to provide for additional funding to address court back logs is hereby extended for three additional calendar months to March 31, 2023.
2. Compensation. Upon being invoiced, the City will make three equal monthly payments of Seventy-three Thousand Four Hundred Twenty-one Dollars and Sixty-Six Cents (\$73,421.66) in accordance with the same payment schedule provided by the underlying contract. The additional compensation over and above the original contract compensation established by the underlying agreement was provided to enable the Primary Public Defender to hire an experienced public attorney for a

period of approximately one year in order to address the case load of an estimated four hundred (400) cases of back log.

2.. Extension and Termination. The parties agree that this Agreement may be extended on a month-to-month basis following the expiration of this addendum to permit the parties to negotiate a successor agreement or to allow the City in its sole discretion to request qualifications for its Public Defense services. The additional compensation provided by the 2021 Addendum may be terminated with ninety (90) days written notice if the backlog has been reduced adequately or eliminated. In that event, the monthly compensation shall revert to the level set by the original underlying agreement of Sixty-Three Thousand Five Dollars (\$63,005) for the remainder of the three month extension.

4. Underlying Agreement. Except for the provisions expressly set forth herein, the underlying agreement and the 2021 addendum between the parties are hereby incorporated as specifically as if herein set forth.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2023.

CITY OF MOUNT VERNON

By: _____
Mayor Jill Boudreau

ATTEST/AUTHENTICATED:

By _____
Becky Jensen, City Clerk

**APPROVED AS TO FORM:
OFFICE OF SPECIAL COUNSEL**

By: W Scott Snyder
W. Scott Snyder

MOUNTAIN LAW

By: [Signature]
Michael D. Laws

CITY OF BURLINGTON

By: _____
Mayor Steve Sexton

ATTEST/AUTHENTICATED:

By: _____
City Clerk

**APPROVED AS TO FORM:
OFFICE OF SPECIAL COUNSEL:**

By: W Scott Snyder
W. Scott Snyder



ITEM #: 4

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: January 12, 2023 Subject: Purchase Replacement Ambulance

Submitted By: Rob Toth – Fire Chief

Attachments: Braun NW Proposal Public Hearing Required: YES () NO (X)

New Ambulance Accessory Cost Breakdown

Cooperative Purchasing Agreement

Apparatus & Equipment Replacement Schedule

HISTORY AND SUMMARY

The Fire Department currently maintains three (3) Ambulances within our fleet. Two (2) front line units, an Advanced Life Support (ALS) unit, a Basic Life Support (BLS) unit, and a Reserve unit. Their primary role is to respond to medical emergencies, and transport patients to the hospital. Because our Paramedics and EMT's are also firefighters, these units also respond a variety of non-EMS related incidents such as structure fires.

The current ambulance replacement schedule is six (6) years of primary response, and three (3) years in reserve. Based on current use, this puts about 100,000 to 125,000 miles on each unit. Last year, council authorized, and we ordered our first scheduled replacement ambulance. That purchase was originally slated for delivery in 2021, but was delayed by two (2) years due to COVID related budgetary uncertainties and factory design delays. We anticipate receipt of that ambulance sometime around March or April of this year.

Our next replacement is scheduled for 2024. The current build time is now being quoted at 450-480 days. This is nearly twice the normal build time, but unfortunately this is now becoming the norm. If authorized, we will likely take possession of the new vehicle around April of 2024, consistent with our apparatus replacement plan. Upon delivery, this unit will move our existing 2018 ambulance from front line use into reserve status with an estimated 128,000 miles.

Since we will not have any design or specification modifications, we will be ordering a "clone" of the ambulance that is currently being manufactured for by Braun N.W., (Chehalis, WA). Like the previous order, we have elected to utilize the SAVVIK Buying Group to take advantage their public

bidding process and buying power. SAVVIK Buying Group is a Minnesota based non-profit organization serving as a contracting agency for public safety, education and government entities. They offer public bids and cooperative purchasing contracts. SAVVIK serves over 14,000 agencies participating in all 50 states and several countries. Locally, the City of Sedro Woolley has also utilized their services to purchase their last 2 ambulances. Purchasing through this group would save us the time and expense of preparing, advertising, and reviewing sealed bids since SAVVIK has already gone through the process on a national scale. For transport ambulances, SAVVIK works as the marketing entity for the Eagle County Health Service District (ECHSD), located Colorado who is the principal procurement agency. By engaging in an inter-local agreement with the ECHSD, we would then be eligible to “Piggyback” on their sealed bid process. Since Braun NW has already completed this bid process with ECHSD, we would be eligible for special pricing being a part of this larger SAVVIK buying group.

Based on the current quote from Braun N.W., (Chehalis, WA), the base price to build the ambulance, and factory install all fire department supplied items is \$284,905. With all emergency vehicles, there are additional items that need to be purchased and installed to make the unit functional for its use. When advantageous, we have opted to purchase certain items and have them drop-shipped and installed at the factory to avoid the dealer mark-up. Based on current quotes, the estimated cost for these items will total approximately \$86,435. When possible, items that can be re-used, and still have a serviceable lifespan will be retained and re-used. In this specific instance, the items that we anticipate re-using will significantly reduce the cost of those items to approximately \$28,886.74. See attachment “New Ambulance Accessory Cost Breakdown” for item listing and associated cost. The total combined purchase price for this vehicle is expected to be \$313,791.74.

ALTERNATIVES CONSIDERED

No alternatives were considered, in order to maintain a reliable ambulance fleet, a reasonable replacement schedule, in conjunction with proper preventative maintenance must be maintained to ensure the safe and reliable response and transport of our citizens in need of medical care. Not replacing these units when needed will create a greater strain on an already aging primary 911 ambulance fleet.

BID REQUIREMENTS

In compliance with Burlington Municipal Code 2.84.130 and Washington RCW, we will be Piggybacking on another Government’s Bid and participating in a cooperative purchasing agreement through Savvik / Public Safety Association Inc, via an Interlocal Agreement with Eagle County Health Service District.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

The 2018 Braun 4500 Ambulance is scheduled for replacement in 2024 with funds from the ER&R Fund 501. With a tentative delivery of March-April of 2024, funds for the for the Ambulance won’t be used until then, however any advanced purchase of misc. equipment will likely take place in 2023 to avoid inflationary price increases and delivery delays.

LEGAL ASPECTS – LEGAL REVIEW

“Piggybacking” is a common bidding technique that is used in Washington State, and many others. Under RCW 39.34.030, a local government agency may use another public agency’s active contract for purchases of products, services or public works. The advantages of using this system are a savings of time, since the local agency does not need to run its own bidding process, and financial savings, since a larger bidder generally has better negotiating power.

There are several general components that must be met in order to satisfy the RCW. They include 1. An interlocal (“Master Intergovernmental Cooperative Purchasing Agreement) that is approved by Council, 2. An indication that the request for bids may be used by other public agencies nationally, 3. Publishing of the Council-approved interlocal, 4. The host agency complying with their own contract and publishing the solicitation online, 5. The host agency is a public agency as defined under RCW, identifying itself as a “quasi-municipal corporation and political subdivision of the State of Colorado”, and 6. The vendor must agree to the contract.

It appears that items 2, 4, 5 and 6 have been satisfied, using information that may be reviewed at <https://www.savvik.com/contracts/>. The approval and publishing of the interlocal will satisfy items 1 and 3.

STAFF RECOMMENDATION

Staff recommends approval to purchase the 2024 Braun North Star Ambulance and associated equipment, and authorize the Mayor to sign the necessary inter-local and purchase agreements.

SUGGESTED COUNCIL MOTION LANGUAGE

I make a motion to approve the purchase of the 2024 Braun North Star Ambulance from Braun Northwest, and authorize the Mayor to sign the necessary inter-local and purchase agreements.

New Ambulance Cost Breakdown 2023

Unit #65

Description	Qty	Cost Ea.	Subtotal	Notes
Stryker Power Cot	0	\$ 21,433.63	\$ -	Transfer from Unit 62
Stryker Power Load	0	\$ 23,958.35	\$ -	Transfer from Unit 62
Stryker Stair Chair	0	\$ 3,642.21	\$ -	Transfer from Unit 62
Motorola Mobile APX 6500 (VHF) Radio Remote Mount	0	\$ 7,416.15	\$ -	Transfer from Unit 61
APX 6500 Remote Head - Style 02 with Mic	2	\$ -	\$ -	
Auxillary Radio Speaker	3	\$ -	\$ -	
Radio Antenna	2	\$ 750.00	\$ 1,500.00	
Motorola Mobile APX 6500 (UHF) Radio Remote Mount	1	\$ 7,416.15	\$ 7,416.15	UHF for police interoperability
APX 6500 Remote Head - Style E5 with Mic	0	\$ -	\$ -	Transfer from Unit 61
Portable Radio (VHF) - Motorola APX 6000	1	\$ 5,901.14	\$ 5,901.14	
Portable Radio- Charger	2	\$ 349.92	\$ 699.84	Transfer from Unit 61
CSI intercom system	1	\$ 4,321.00	\$ 4,321.00	Intercom system with three headsets, headset jacks, hooks and 150ft 6C flat cable
Sierra Wireless MP 70	0	\$ 1,098.90	\$ -	
Sierra Wireless MP 70 antenna & Cables	1	\$ 219.00	\$ 219.00	
MDT Mount	1	\$ 692.54	\$ 692.54	
MDT Screen	1	\$ 1,488.94	\$ 1,488.94	
MDT Keyboard	1	\$ 611.99	\$ 611.99	
Knox MedVault 2.5	1	\$ 1,200.00	\$ 1,200.00	
Knox Key Secure 5 & Mounting Bracket	1	\$ 1,090.35	\$ 1,090.35	
Toolbox- Misc Tools	1	\$ 750.00	\$ 750.00	
Graphics- Local Vendor except Chevrons	1	\$ 2,995.79	\$ 2,995.79	
Optional:				
Stryker Power Load PM Agreement (3 Year)	0	\$ 5,000.40	\$ -	
Stryker Power Pro Cot PM Agreement (3 Year)	0	\$ 3,807.00	\$ -	

Sub Total Components: \$ 28,886.74

Braun North Star Ambulance F450 4x4 (Gas Engine) 1 \$ 284,905.00 \$ 284,905.00 Lead Time (400-420 Days)

(Tax not included) **Total: \$ 313,791.74**



150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

SAVVIK PROPOSAL

January 2, 2023

Burlington Fire Department
Attn: Chief Jim Toth
350 Sharon Street
Burlington, WA 98233
rtoth@burlingtonwa.gov

RE: One (1) 2024 North Star 167-1 Ambulance

Braun Northwest is pleased to offer the following proposal which is based upon PSAI contract CA07:

One (1) 2024 North Star 167-1 Ambulances on a "signed for but not paid for" 2024 Ford F-450 4x4 ambulance prep gas chassis based upon enclosed specification dated 3/18/22 and drawings dated 2/21/22 with following changes:

- Utilize 2024 model year chassis with OEM aluminum wheels (option 64D), Rearview back up camera and prep kit (option 872)
- Include Change Orders #1 and #2

Base price PSAI CA07	\$182,158.00
Published/Unpublished options taken	<u>\$102,247.00</u>
Subtotal for one (1) vehicle	\$284,405.00
PSAI Fee.....	\$ 500.00
Total for one (1) vehicle F.O.B. Chehalis, WA	<u>\$284,905.00</u>

Sales tax not included

F.O.B.: Chehalis, Washington

Delivery: Approximately 500 – 530 days, based upon current manufacturing plan and receipt of chassis.

Terms: Ninety percent (90%) payment due upon receipt of vehicle. Balance due in thirty (30) days.

(Note: This bid is contingent on use of customer's Government Ford Fleet Identification Number.) Failure to secure a FIN will increase the price by the amount of the GPC chassis discount.

Braun Northwest, Inc. is a Washington dealer (0991-A) with insurance information available upon request.

Respectfully Submitted by
Braun Northwest, Inc.

We agree to accept the above proposal:
Burlington Fire Department


Tami McCallum, V.P. Sales

Signature

Date

Date: 

Printed Name

Title



EMERGENCY VEHICLES

TM
cc: JJ
Enclosures: Specifications, drawings.

www.braunnw.com



EAGLE COUNTY HEALTH SERVICE DISTRICT – COOPERATIVE PURCHASING AGREEMENT

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register by form or electronically with Eagle County Health Service District, dba Eagle County Paramedic Services ("Eagle County"), Public Safety Association Inc and managed by the North Central EMS Corporation, dba Savvik Buying Group or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through Eagle County and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products 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 practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products 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 party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination. Participating Public Agency is not required or obligated to any purchase threshold in order to use Eagle County contracts. Contract is at will.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

Signed

Printed Name

Title

Date

Agency Name

Phone

Address

City

State

ZIP

Public Safety Association Inc Signature

Date

Please return to help@savvik.org or fax back to 320.295.7098

Apparatus Equipment Replacement Schedule

Apparatus	Condition	Replacement Year																		
		22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
Engine (2003)			O	B	X															
Engine (2009)							O	B	X											
Quint (2018)																O	B	X		
Amb. (2009)	On Order	O	X						O	X										
Amb. (2014)			O	X								O	X							
Amb. (2018)						O	X								O	X				
Comnd 1801 (2014)	On Order	O	X								O	X								
Comnd 1802 (2021)										O	X									
Comnd 1803 (2009)			O	X									O	X						
Utility F250 (1998)						X														
FLSE Tahoe (2013)																				
Comnd (2003)	Surplus																			
2013 ECG Monitor			X										X							
2013 ECG Monitor					X										X					
2018 ECG Monitor							X											X		
2022 ECG Monitor												X								
2020 SCBA										X										X
2021 SCBA Compressor/Fill											X									

O Order
 B Build
 X Delivery

Highlighted areas scheduled for Ordering in 2023



ITEM #: 5

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: January 12, 2023 Subject: EMS Field Training Evaluation Program

Submitted By: Dan Laine - EMS Div. Chief
Rob Toth - Fire Chief

Attachments: EMS FTEP Program Overview Public Hearing Required: YES () NO (X)

NEMSMA EMS-FTEP Program Agreement

HISTORY AND SUMMARY

In recent years, the Burlington Fire Department (BFD) has seen a high level of turnover, specifically in the Paramedic ranks. Recruiting and training these individuals is an intensive process that requires experienced mentors, as well as a well-defined program to ensure our new members are capable of performing the tasks expected of them. The BFD utilizes Field Training Officers (FTO), experienced or senior members of our organization who are responsible for the training and evaluation of junior or probationary level members, to accomplish this new member development. FTO's operate within the framework of our Field Training Program, which outlines expectations and evaluations for the FTO process.

As we review the effectiveness of our onboarding/orientation program, we continue to identify areas in need of improvement. The training program that is being presented offers and opportunity for outside perspective and expertise to help us further improve our program. The National EMS Management Association (NEMSMA) is recognized for developing a Field Training Program that is based on the successful San Jose law enforcement models, but designed specifically for the needs of EMS organizations/providers. Because this program is specific to our EMS needs we feel this program will help us focus on refinement of our FTO program, as well as develop or evolve our necessary teaching and mentoring skills for FTO's.

Skagit County EMS has set aside designated funds known as "New Initiative Funding" that may be used for Medical Program Director approved system improvements or EMS related initiative funding request as approved by the committee. Any New Initiative funding, (ie. any project, equipment purchase, or system improvement utilizing these funds) should demonstrate a value to Skagit County EMS delivery. Recognizing that there have been limited

resources for EMS oriented agencies to develop standardized process for training and evaluating new EMS providers, the Burlington Fire Department submitted a request for funding to host the “Field Training and Evaluation Program (FTEP)” provided by NEMSMA.

This course provides two training focuses over a five day course. The first course is the “Developing and Managing the EMS Field Training and Evaluation Program” which provides the framework and tools to develop and manage and EMS-FTEP program within the department. The second course “Basic EMS Field Training Officer Course” provides the structure, tools, techniques and concepts of EMS-FTEP, to include the principles of adult learning, coaching, evaluation, feedback and documenting trainee performance utilizing standardized material. This course will be open to Skagit County agencies providing EMS, and if any additional space is available, then it will opened up to outside agencies.

By bringing this program to Burlington, and partnering with the county, we hope to further evolve our own Field Training Program and improve the effectiveness of our department, but also to bring opportunities to the other EMS agencies in Skagit County and improve the EMS system as a whole.

ALTERNATIVES CONSIDERED

Due to funding being provided through the Skagit County EMS New Initiative Funding, and reimbursement for training course to be provided by Skagit EMS, no alternatives have been considered.

BID REQUIREMENTS

National EMS Management Association Field Training and Evaluation Program, is the only known organization to provide training for FTEP programs and has courses to provide training on developing and managing a field training program as well as the Basic Field Training Officer Course.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

This is a one-time course, supported by Skagit County EMS, for Skagit County EMS/Fire agencies that have or are developing field training programs. The cost of the course (\$13,000) is fully reimbursed by the New Initiative Funding that was approved with Burlington Fire Departments funding request. Skagit EMS has also agreed to support additional refreshment, food, and media materials for this course. The City of Burlington Library has been selected as the venue location and dates have been reserved for this training. Burlington Fire Departments cost will be limited to personnel cost associated with attendance, based on the desired number of Field Training Personnel needed to fulfill the departments EMS training needs.

LEGAL ASPECTS – LEGAL REVIEW

The legal department has reviewed the contract and questions and concerns have been addressed.

STAFF RECOMMENDATION

Burlington Fire Department recommends that the City Council approve the agreement with National EMS Management Association (NEMSMA) to provide the two courses for Field Training and Evaluation Program

SUGGESTED COUNCIL MOTION LANGUAGE

I make a motion to approve the agreement with “NEMSMA” and authorized the mayor to sign.

Share (<https://www.addthis.com/bookmark.php?v=250&pub=yourmembership>) |

The EMS Field Training and Evaluation Program



Upcoming Classes Link (<https://www.nemsma.org/page/FTEPCalander>)

The National EMS Management Association is proud to present EMS-FTEP™, the Emergency Medical Services Field Training and Evaluation Program. This program, which has existed in the EMS community for over 15 years, is based on the "San Jose Model" field training and evaluation program that is ubiquitous in the law enforcement community.

EMS-FTEP™ presents a structured program for transitioning new employees in to the EMS agency. It is designed and constructed to provide both the employee and the agency with the greatest possible chance of success, by providing a framework that assures employees understand, develop, and can demonstrate those skills and behaviors that the employing agency considers essential. It also contributes to the ability of the EMS agency withstand legal and administrative challenges to employment decisions, and to protect the EMS agency from liability based on claims of negligent hiring, negligent retention, negligent entrustment, and failure to train. The program meets the validity requirements of the Equal Employment Opportunity Commission (EEOC standard 1607.2 and .5(a)).

EMS-FTEP™ consists of two parts – a Basic Field Training Officer Course and a program management course entitled Developing and Managing the EMS Field Training and Evaluation Program. Agencies undertaking EMS-FTEP™ for the first time are encouraged to send a core group of supervisors, managers, and FTO candidates through the entire 40-hour program. Once the agency has embraced the core concepts of EMS-FTEP™, groups of FTO candidates can be integrated in to the agency program through the 3-day Basic Field Training Officer Course. EMS-FTEP courses are taught by experienced instructors whose agencies have successfully implemented EMS-FTEP for a period of years.

Basic EMS Field Training Officer Course

The position of Field Training Officer is often the first rung on the promotional ladder for an EMS paramedic. In many agencies, individuals are appointed FTOs without any preparation whatsoever, except for their prior EMS field experience. The Basic EMS Field Training Officer course will introduce to the prospective field training officer to the structure, tools, techniques and concepts of EMS-FTEP™, and will provide instruction in the principles of adult learning, coaching, evaluation, giving feedback, and documenting trainee performance using EMS-FTEP tools (Standardized Evaluation Guidelines, Recruit Training Manual, and Daily Observation Reports).

Developing and Managing the EMS Field Training and Evaluation Program

This class is intended for EMS supervisors, educators, managers and executives who want to develop a sound, legally-defensible field training and evaluation program (FTEP) to smoothly and effectively integrate new employees

into their agencies or to strengthen and solidify an existing field training program. It is not intended for individual paramedics selected to or seeking to become EMS field training officers. Many senior EMS officers believe that once a new paramedic or EMT completes preservice training, he/she should be ready to “hit the street” and function as a productive member of a two-person ambulance crew. In many agencies, the new paramedic will be expected to lead an EMT partner and to provide first-line advanced life support to critical patients. In today’s EMS environment, this approach is no longer viable. EMS agencies must fill in the gaps in cognitive, psychomotor and affective performance for new personnel to be successful in the field. Upon completion of this 16-hour program, the graduate will be able to use the tools provided to develop and manage an EMS-FTEP™ program in the home EMS agency. This program also may have relevance for preservice EMS educators who wish to further improve their clinical preceptor and evaluation programs. We occasionally offer the Program Manager course as a standalone pre-conference in connection with the major national EMS conferences (EMS EXPO and EMS TODAY), as well as select regional and state conferences. We would be happy to bring either program to your state or large regional EMS conferences.

We are able to bring both programs on site, to your agency, regional, association or educational institution. The complete package, which we recommend for agencies just beginning to utilize EMS-FTEP (the 2-day program management course and the 3-day basic FTO course), costs \$13,000, including two instructors for the full week and all instructional materials. We encourage multiagency planning, or course delivery through regional EMS councils or associations, or EMS educational institutions such as community colleges.

We recommend participation as follows:

Senior officers - the 2 day program management course

First line supervisors all 5 days (or at least the 3-day Basic FTO course)

Prospective FTOs the 3 day basic FTO course.

Once the program is established, agencies will not need to send first-line supervisors through the Basic FTO Course, because they will most likely already have been FTOs within the program prior to promotion.

Course sizes - a limit of 32 students can be accommodated for either course.

NEMSMA does not offer “open” EMS-FTEP courses, except in conjunction with state, regional, or national EMS conferences. For agencies that believe that they are “too small” or financially unable to underwrite an EMS-FTEP course, we will work with potential local sponsors that may wish to provide the course for multiple agencies.

Examples of agencies that have sponsored regional FTEP courses include

- Community College or College EMS Programs
- Regional Access to Care (RAC) organizations
- County or Regional EMS/fire chief associations
- Trauma System Regions

We also do not keep a registry of course offerings by our accredited training centers. Accredited EMS Training Centers are authorized by NEMSMA to conduct Basic Field Training Officer courses for their own personnel, and to offer the complete program to other EMS agencies in their region. Most of the EMS-FTEP Training Centers are headed by members of the NEMSMA National EMS-FTEP training teams.

- Allina EMS, Saint Paul, Minnesota
- Mayo Clinic Ambulance Service, Rochester, Minnesota



Field Training and Evaluation Program Agreement

This Training Agreement (the "**Agreement**"), effective as of December 6, 2022 (the "**Effective Date**"), is by and between the National EMS Management Association, a Texas not-for-profit corporation ("**NEMSMA**"), and **Burlington Fire Department, a Washington Municipal Government Agency** ("**Customer**", and together with NEMSMA, the "Parties", and each, a "Party").

WHEREAS, NEMSMA provides a variety of training services, including but not limited to, the EMS Field Training and Evaluation Program (EMS-FTEP™), and Customer desires to obtain such services from NEMSMA as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Training Services. NEMSMA shall provide training services for Customer as described in Schedule A ("**Training Services**"), which may be added or amended from time to time as mutually agreed upon by the Parties. NEMSMA shall use reasonable efforts to meet any performance dates specified in Schedule A.

2. Training Location and Equipment. NEMSMA shall provide all Training Services at Customer's facilities. Customer shall provide all equipment necessary to provide the Training Services.

3. NEMSMA's Covenants.

3.1 NEMSMA Obligations. NEMSMA shall:

(a) appoint:

(i) a NEMSMA employee or representative to serve as a primary contact with respect to this Agreement and who will have the authority to act on behalf of NEMSMA in matters pertaining to this Agreement (the "**NEMSMA Contract Manager**"); and

(ii) NEMSMA instructors, who shall be suitably skilled, experienced and qualified to perform the Training Services (the "**NEMSMA Instructors**").

(b) obtain, and at all times during the Term of this Agreement maintain, all necessary licenses, certifications, and consents and comply with all relevant laws applicable to the provision of the Training Services.

3.2 NEMSMA Instructors Compensation. NEMSMA is responsible for paying all NEMSMA Instructors' compensation, including, if applicable, withholding of income taxes and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

4. Customer Covenants.

4.1 Customer Property. Customer shall not, without NEMSMA's prior written consent, (i) copy NEMSMA's copyrighted material; (ii) use NEMSMA's trademarks, trade names, or other designations in any promotion or publication; or (ii) use recording equipment in training sessions.

4.2 Customer Liability Waiver. Customer shall cause each of its employees receiving Training Services to execute a release of liability and assumption of risk form attached to this Agreement.

5. Payment Terms.

6. Payment. Customer shall pay all amounts due and owing under this Agreement within thirty (30) Business Days from the date of the Effective Date. All payments hereunder shall be in US dollars and made by check or electronic deposit.

Limited Warranty. Subject to Section 7, NEMSMA warrants to Customer that it shall perform the Services in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. NEMSMA MAKES NO WARRANTY AS TO THE RESULTS TO BE ATTAINED BY ATTENDING OUR CLASSES OR USING OUR TRAINING MATERIALS.

7. Limitation of Liability.

AGGREGATE LIABILITY. IN NO EVENT SHALL NEMSMA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO NEMSMA FOR THE TRAINING SERVICES SOLD HEREUNDER.

8. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or

not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 8 by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed pursuant to applicable federal, state, or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section 8 caused by any of its representatives. The Disclosing Party may seek equitable relief (including injunctive relief) against the Receiving Party and its representatives to prevent the breach or threatened breach of this Section 8 and to secure its enforcement, in addition to all other remedies available at law.

9. Term and Termination.

9.1 Term. The term of this Agreement commences on the Effective Date and continues for a period of one year and shall renew for additional one-year terms unless and until earlier terminated as provided under this Agreement (the "**Term**"). If Schedule A and any subsequent Schedules identify the Training Services as a one-time, fixed course, then this Agreement shall terminate when NEMSMA receives final payment for services.

9.2 Right to Terminate. Either Party may terminate this Agreement without cause upon thirty (30) calendar days written notice to the other Party to this Agreement.

9.3 Effect of Termination; Survival.

Expiration or termination of the Agreement will not affect any rights or obligations of the Parties that:

- (i) come into effect upon or after expiration or termination of this Agreement; or

(ii) by their nature should apply beyond the Term of this Agreement.

10. Governing Law. This Agreement and all related documents, including all schedules attached hereto, and all matters arising out of or relating to this Agreement, are governed by and construed by the laws of the State of Texas, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

11. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Customer to make payments to NEMSMA hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions, including government declared health care disasters such as healthcare pandemics; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency.

The Impacted Party shall give notice within 30 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement. A signed copy of this Agreement delivered by facsimile, email, or another electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

13. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances, and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

14. Integration. This Agreement, together with any other documents incorporated herein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NEMSMA

Customer Name: _Burlington Fire Department

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A – “Training Services”

One-time emergency medical services Field Training and Evaluation Program (EMS-FTEP™) for up to 32 students.

Date of course: **April 3-7, 2023**

Course location: Burlington Public Library
 820 East Washington Avenue
 Burlington, WA 98233

Courses to be provided by NEMSMA:

- **Developing and Managing the EMS-FTEP™.** Upon completing this program, the graduate can use the tools to develop and manage an EMS-FTEP™ program in the home agency. This program may also have relevance for preservice educators who wish to improve their clinical preceptor and evaluation programs.
- **Basic EMS Field Training Officer (FTO) Course.** The Basic EMS Field Training Officer course will introduce the prospective field training officer to the structure, tools, techniques, and concepts of EMS-FTEP™. It will provide instruction in the principles of adult learning, coaching, evaluation, giving feedback, and documenting trainee performance using EMS-FTEP tools (Standardized Evaluation Guidelines, Recruit Training Manual, and Daily Observation Reports).

Materials to be provided by NEMSMA:

- Silver or Gold Pins for each newly trained FTO
- Printed materials will not be provided. Host agencies may choose to print and prepare binders for students if desired.

Course Costs:

- \$13,000 with a 25% deposit due upon execution of this agreement.



ITEM #: 6

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: January 12, 2023 Subject: Mount Vernon Fiber Services Agreement

Submitted By: Geoff Hawes – IT & Fiber Services

Director

Attachments: Mount Vernon-City of Burlington fiber services revised Public Hearing Required: YES () NO (X)
120622

HISTORY AND SUMMARY

The City of Mount Vernon provides fiber installation and repair services for the City of Burlington. There has been an ongoing partnership between the two cities for quite some time. This revised agreement is a fee schedule adjustment and adds some additional trenching services capability using their new min-excavator. Aside from the fee schedule changes, the new agreement is a copy of the previous Fiber Services Agreement in use today.

ALTERNATIVES CONSIDERED

We considered using fiber contractors, but the expenses are much higher and services less reliable. There are many advantages to partnering with Mount Vernon. Also considered requesting city staff, (new FTE) but there simply is no labor capacity for fiber projects.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

Some additional costs based on current rate increases.

LEGAL ASPECTS – LEGAL REVIEW

Legal reviewed and approved.

STAFF RECOMMENDATION

Staff recommendation is for Council to authorize the Mayor, Joe Stewart and Leif Johnson to sign the revised MV Fiber Services Agreement.

SUGGESTED COUNCIL MOTION LANGUAGE

FIBER SERVICE AGREEMENT
City of Mount Vernon and City of Burlington

This Agreement is made and entered into by and between the City of Mount Vernon a municipal corporation of the State of Washington, (hereafter referred to as Mount Vernon), and the City of Burlington, a municipal corporation of the State of Washington, (hereafter referred to as Burlington) collectively referred to as “the Parties”, for Fiber Services as described herein.

RECITALS

WHEREAS, Mount Vernon and the Burlington agree that providing Fiber Services in exchange for the consideration set forth herein provides efficient and effective services for citizens within both cities, thereby better serving the public; and

WHEREAS, the Parties are both organized as code cities with all the powers granted to them including the power of home rule and the power to contract and contract with others; in addition, Chapter 39.34 RCW permits local governmental units to make official use of their powers enabling them to cooperate with other localities on the basis of mutual advantage.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND THE MUTUAL CONVENANTS HEREIN, the Parties agree as follows:

1. SCOPE OF AGREEMENT

This Agreement shall address the provision of Fiber Services by the City of Mount Vernon to the City of Burlington as more fully described in Exhibit A attached.

1.1 Services. Mount Vernon shall provide Fiber Services as set out in Exhibit “A,” attached hereto and incorporated herein. It is anticipated that such services will vary in scope, complexity, and location, and services shall be provided as needed. Additional written agreement or amendment by the Parties shall be required in the event Burlington requests additional services beyond Exhibit “A”, including but not limited to expanded services of those items listed in Exhibit “A”. In the event of reported problems requiring services to be provided by staff employed by Mount Vernon not during the normal hours of operation the rate of employee use will be charged at one and one half times actual time (i.e., 1 hour of work will be charged as 1 and ½ hours of work) and reimbursed to the City of Mount Vernon with a minimum of 2 hours.

Burlington is not obligated to assign any specific tasks to Mount Vernon, and may contract, after consultation with City Administrator per section 12.1, with any other entity to provide services as shall reasonably be necessary in Burlington's sole judgment. If Burlington requests work that is not included in Exhibit "A," Mount Vernon shall immediately notify Burlington of that situation such that appropriate actions may be taken.

1.2 Performance of Services. Mount Vernon reserves the right to reject any request by Burlington for the provisions of Fiber Services set forth in this Agreement in its sole discretion without cause. In the event Mount Vernon accepts a particular request to provide services it shall do so in writing. Mount Vernon shall then provide services with an ordinary standard of care, skill and diligence commonly exercised by others engaged in services under similar circumstances.

1.3 Priority of Duties. It is understood between the Parties that Mount Vernon staff assigned to perform Fiber Services through this agreement will be assigned to other tasks and duties unrelated to the agreement and that such tasks include providing essential services for Mount Vernon. In the event of conflict between the job duties of Mount Vernon staff and the duties set forth in this Agreement, Mount Vernon will pursue all reasonable efforts to resolve such conflict. In the event such resolution cannot be achieved, the Parties further agree that the job duties of Mount Vernon staff shall take priority and Mount Vernon shall be entitled to delay any assignment or duty in the performance of this agreement. Burlington shall be responsible to provide any back-up or replacement to serve as a substitute when such conflict occurs.

2. ASSIGNMENT/NO THIRD PARTY BENEFICIARIES

2.1 Neither Party shall assign any right or interest in this Agreement without the written permission of the other Party. Any attempted assignment without the written permission by the other Party, or its authorized agent, shall be wholly void and totally ineffective for all purposes. Furthermore, Burlington and Mount Vernon agree that neither shall delegate any obligation that it has under this Agreement without the written permission of the other Party. Any attempted delegation without written permission shall be wholly void and totally ineffective for all purposes.

2.2 Services provided by Mount Vernon as a result of this Agreement are exclusive to Burlington. Use of such services by external Burlington entities (e.g., other municipalities, not-for-profit organizations, third parties, Licensee's on Burlington's fiber system etc.) shall be at Burlington's sole risk, liability, and responsibility. Burlington agrees to defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits from any third party including attorney fees, arising out of or in connection with Mount Vernon's performance of this Agreement. In the event of any conflict between this provisions and other provisions in this Agreement this provision shall govern.

2.3 This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the work to be performed, or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative or any party.

3. LIMITATION OF LIABILITY

3.1 Any goods or property provided by Mount Vernon to Burlington pursuant to this Agreement is provided on an "as is basis" with all faults. The obligations of Mount Vernon and the rights and remedies of Burlington set forth in this clause are exclusive and in substitution for all the warranties, obligations and liabilities of Mount Vernon and rights, claims and remedies of Burlington against Mount Vernon expressed or implied, arising by law or otherwise, with respect to any data provided hereunder, including but not limited to any implied warranty arising from course of performance, courses of dealing or uses of trade, and, any obligation, liability, right, claim or remedy for tort, or for any actual or alleged infringement of patents, copyrights or similar rights of third Parties, or for any other direct, incidental or consequential damages.

3.2 Neither Party shall be considered to be in default in the performance of this Agreement to the extent that performance is prevented or delayed by any cause, which is beyond the reasonable control of the affected Party.

3.3 To the maximum extent allowed by law, Burlington hereby releases and holds harmless the Mount Vernon for any liability and/or damages arising from and/or related to the Mount Vernon's work, goods, or services provided pursuant to this Agreement. In any event, liability of the City for claims by the Mount Vernon pursuant to this agreement shall not exceed twenty thousand dollars (\$20,000.00) including costs and attorney fees if applicable. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

3.3 Indemnification. Each Party agree that, insofar as it is authorized to do so under the laws of the State of Washington, it shall indemnify, defend, and hold harmless the other Party, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement. The Parties further agree that in the case of negligence by both, any damages, costs, or other expenses allowed shall be levied in proportion to the percentage of negligence attributable to each Party. Each Party specifically assumes potential liability for actions brought by that Party's own employees against the other Party and, solely for the purpose of this indemnification and

defense; the Parties specifically waive any immunity under the State Industrial Insurance Law, Title 51 RCW. This Section 3 shall not be construed to limit:

- (i) the right to receive refunds of the amount of any payment in excess of amounts owed under this Agreement;
- (ii) the right to require re-performance of any service to the extent required pursuant to Section 3.4;
- (iii) the right to indemnification as provided herein;
- (iv) the right to injunction, specific performance or other equitable non-monetary relief when available under applicable law;
- (v) the right to terminate this Agreement as set forth in Section 4.

3.4 Waiver. A waiver or failure by either Party to enforce any provision of this Agreement or to declare a breach shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement, nor shall the same waive said Party's right to demand strict performance of that or any other provision of this Agreement.

3.5 Standard of Care. The Parties will use commercially reasonable efforts in the performance of their obligations hereunder and will do so with the same degree of care, skill and prudence customarily exercised when engaged in similar activities for itself under similar circumstances. To the extent that any error or omission attributable to Mount Vernon in any service provided hereunder may be corrected by re-performance of the service, Mount Vernon will make such correction without charge to Burlington.

4. TERM AND TERMINATION

4.1 This Agreement commences upon execution by signature of both Parties and shall continue until January 1, 2025 or withdrawn by either Party. The Parties may withdraw from the Agreement only by written instrument giving the other Party thirty (30) days' notice.

4.2 In the event of termination, all finished and unfinished work prepared by Mount Vernon pursuant to this Agreement shall be provided to Burlington. Mount Vernon shall be entitled to receive just and equitable compensation for satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. On any termination of this Agreement, Mount Vernon will cooperate with Burlington as reasonably necessary to avoid disruption of the ordinary course of Burlington's business.

5. APPLICABLE LAW

The Parties shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

6. SERVICE RATES

6.1 Burlington will pay for services outlined in Exhibit "B" and "C". When Burlington requests services, Mount Vernon will either accept the request for services or reject. In the event Mount Vernon accepts the request for services, it shall provide a quote on the cost of said service. Burlington will then send written authorization back to Mount Vernon to proceed within thirty (30) days of Mount Vernon's quote. In the event Mount Vernon receives a notice to proceed, Mount Vernon will then proceed to work with Burlington to schedule the requested service; provided however, such scheduling will be subject to priority of duties set forth in paragraph 1.3 of this agreement.

6.2 Mount Vernon shall maintain records and update documentation to Burlington of the operation of said services for administrative and financial purposes.

6.3 Mount Vernon shall be paid on the basis of invoices submitted. Mount Vernon shall submit an original written invoice for work completed. Such invoices shall reflect the nature of the service provided, materials, equipment and the time spent providing the service.

6.4 Payment shall be made through Burlington's ordinary payment process, and shall be considered timely if made within thirty (30) days of receipt of a properly completed invoice.

7. DISCLAIMER OF WARRANTIES

Mount Vernon hereby disclaims any warranties of fitness for a particular purpose, merchantability, and all other warranties, expressed or implied, are excluded from this Agreement, and shall not apply to the goods furnished, or the services to be provided. Neither the General Fund of the City of Mount Vernon, nor any of the funds managed by the City of Burlington or its constituent agencies shall bear any liability under this Agreement, other than as specifically set forth herein.

8. MODIFICATION

This Agreement may only be modified by mutual agreement of the Parties.

9. DISPUTES BETWEEN THE PARTIES

9.1 Should a dispute arise between Mount Vernon and Burlington, the Parties may resolve the same by submitting the dispute for resolution by negotiation between the Parties or non-binding mediation. The mediator shall be selected by mutual agreement of the Parties and the cost of mediation shall be shared equally between the Parties. Should the Parties be unable to negotiate a resolution or refuse to accept a mediated resolution to a dispute, then the Parties agree that the venue for any legal action shall be the Skagit County Superior Court.

10. GENERAL TERMS

This Agreement contains the terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement constitutes the complete and final agreement of the Parties and replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter.

11. NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

11.1 In the performance of this Agreement, the Parties and their employees and agents shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to nondiscrimination and equal employment opportunity, which may at any time be applicable.

11.2 Without limiting the generality of the foregoing, the Parties shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, gender pretense, national origin, handicap or marital status, and as requires by law the Parties shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, handicap or marital status.

11.3 Further, the Parties and their employees and agents shall not engage in or knowingly permit their agents and employees to engage in any form of employee harassment.

11.4 WAGE AND HOUR LAWS. The Parties shall at all times comply with all applicable provisions of the Fair Labor Standards Act (FLSA) and any other federal or state legislation affecting its employees, and the rules and regulations issued thereunder, insofar as applicable to its employees.

12. CONTRACT ADMINISTRATION AND MANAGEMENT

12.1 The IS Manager for Burlington, and the Information Services Director for Mount Vernon, shall have primary responsibility for administering this Agreement for their respective Parties, and shall coordinate all communications between Burlington and Mount Vernon.

12.2 Any and all notices affecting, or relative to, this Agreement shall be effective if in writing and delivered or mailed, postage prepaid, to the respective Party being notified at the address listed with the signature of this Agreement.

12.3 Mount Vernon will make available to Burlington all work-related accounts, records, and documents for inspection, auditing, or evaluation during normal business hours in order to assess performance, compliance, and/or quality assurance under this Agreement.

12.4 Mount Vernon shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

13. INDEPENDENT CONTRACTOR STATUS.

13.1 Mount Vernon is and shall be, at all times during the term of this Agreement, an independent contractor. This Agreement shall not be construed to create a joint venture between Mount Vernon and Burlington. All employees and representatives of Mount Vernon providing services to Burlington will be deemed for purposes of all compensation and employee benefits to be employees or representatives of Mount Vernon (or its subcontractors) and not employees or representatives of Burlington. In performing such services, such Mount Vernon employees and representatives will be under the direction, control and supervision of Mount Vernon (or its subcontractors) and Mount Vernon (or its subcontractors) will have the sole right to exercise all authority of those Mount Vernon employees with respect to the employment (including termination of employment), assignment and compensation of such employees and representatives.

13.2 All employees and representatives of Burlington providing services to Burlington will be deemed for purposes of all compensation and employee benefits to be employees or representatives of Burlington and not employees or representatives of Mount Vernon. Burlington will have the sole right to exercise all authority with respect to the employment (including discipline and termination of employment), assignments, employee training except as provided herein, the setting employment policies and practices, investigation of complaints, and compensation of such employee(s).

13.3 Mount Vernon acknowledges that it is responsible for the payment of all charges and taxes applicable to the Mount Vernon employees services performed under this Agreement, and Mount Vernon agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of Mount Vernon's status as an independent contractor. If Burlington is assessed, liable, or responsible in any manner for those charges or taxes, Mount Vernon agrees to hold Burlington harmless from those costs, including attorney's fees.

13.4 Burlington acknowledges that it is responsible for the payment of all charges and taxes applicable to the Burlington employee services performed under this Agreement, and Burlington agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of Mount Vernon's status as an independent contractor. If Mount Vernon is assessed, liable, or responsible in any manner for those

charges or taxes, Burlington agrees to hold Mount Vernon harmless from those costs, including attorney's fees.

13.5 This Agreement shall be for the sole benefit of the Parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

14. CONFIDENTIALITY.

14.1 Mount Vernon Information. Burlington agrees to hold, and to use reasonable efforts to cause its employees and representatives to hold, in confidence in a manner consistent with Burlington's treatment of its own confidential information, all information concerning Mount Vernon reasonably understood to be confidential;

(i) contained in any of the Schedules to this Agreement or otherwise received by Burlington from Mount Vernon after the Effective Date relating to the determination of the fees and charges payable hereunder,

(ii) obtained from Mount Vernon by the use of any access to Mount Vernon data afforded in connection with the provision of Services hereunder, or

(iii) furnished to or obtained by Burlington after the effective date in the course of its receipt of Services hereunder. Except as may otherwise be provided in another agreement between the Parties, Burlington shall not use such information for any purpose other than as contemplated under this Agreement or verifying compliance with this Agreement, without Mount Vernon's prior written consent.

14.2 Burlington Information. Mount Vernon agrees to hold, and to use its reasonable efforts to cause its employees and representatives to hold, in confidence in a manner consistent with Mount Vernon's treatment of its own confidential information all information reasonably understood to be confidential concerning Burlington, furnished to or obtained by Mount Vernon after the effective date in the course of providing services under this Agreement. Except as may otherwise be provided in another agreement between the Parties, Mount Vernon shall not use such information for any purpose other than as contemplated under this Agreement or verifying compliance with this Agreement, without Burlington's prior written consent.

14.3 Security. Each Party shall be responsible for preventing unauthorized remote access by such Party's own agents and employees to data transferred or otherwise made available to the other Party under this Agreement.

14.4 General. The obligations of confidentiality and non-disclosure imposed under this Section 14 shall not apply to data and information that the recipient can demonstrate:

(i) is published or is otherwise becomes available to the general public as

part of the public domain without breach of this Agreement.

- (ii) has been furnished or made known to the recipient without any obligation to keep it confidential by a third party under circumstances which are not known to the recipient to involve a breach of the third party's obligations to a Party hereto; or
- (iii) was developed independently of information furnished to the recipient under this Agreement.

Each Party acknowledges that the other Party would not have an adequate remedy at law for the breach by the other Party of any one or more of the covenants contained in this Section 14 and agrees that, in the event of such breach, the other Party may, in addition to the other remedies which may be available to it, apply to a court for an injunction to prevent breaches of this Section 14 and to enforce specifically the terms and provisions of this Section. The provisions of this Section 14 shall not preclude disclosures required by law, including the Washington Public Records Disclosure Act; provided, however, that each Party will use reasonable efforts to notify the other, prior to making any such disclosure, and permit the other to take such steps as it deems appropriate, including obtaining a protective order, consistent with applicable law, to minimize any loss of confidentiality.

15. SEVERABILITY

Should any portion, clause, term, article or other provision of this Agreement be declared invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the validity of the remaining sections shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the agreement did not contain the particular clause or provision held to be invalid.

16. AID AND ASSIST

Each Party agrees to aid and assist the other in accomplishing the objectives of this Agreement.

17. VENUE AND GOVERNING LAW.

It is agreed that venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Skagit County, WA. This Agreement is governed by and shall be construed in accordance with the laws of the State of Washington.

18. NOTICES

Notices may be sent via regular mail, facsimile or e-mail to the City Officer identified below official e-mail address. Notices to the City of Mount Vernon shall be sent to the following official and address:

City of Mount Vernon
Attn: Information Services Director
910 Cleveland Avenue
Mount Vernon, WA 98273
E-Mail: kimk@mountvernonwa.gov

Notices to the City of Burlington shall be sent to the following official and address:

City of Burlington
Attn: Geoff Hawes
IT Director
833 S. Spruce Street
Burlington, WA 98233
E-Mail: ghawes@burlingtonwa.gov

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this _____ day of _____, 2022.

City of Mount Vernon

City of Burlington

Jill Boudreau, Mayor

Steve Sexton, Mayor

Becky Jensen, City Clerk

Joe Stewart, Finance Director

Approved as to Form:

Kevin Rogerson, City Attorney

Leif Johnson, City Attorney

EXHIBIT A

MOUNT VERNON PROVIDED FIBER SERVICES (“SERVICES”)

- Engineering, Design, and Build of Fiber Backbone and Distribution
- Installation of service drops
- Permitting, Surveying and basic make ready of Fiber Builds
- Fiber splicing and testing
- Pole Transfers, fiber maintenance (Include underground and Aerial), fiber repair, route maintenance and inspection
- Installation – Including Aerial, underground, permits, pole surveys, pole make ready, splicing, fiber labeling, fiber tags and provide documentation.
- Maintenance and Repair – Fiber maintenance includes pole transfers, including emergency repair, relashing, repair, route maintenance, inspection and any outside issues arising to relocate or repair fiber that is needed.
- Work with National Joint Utilities Notification System (NJUNS) and comply with make ready, pole permits, pole surveys, pole transfers and maintenance.
- Splicing documentation provided for all jobs including a splice log to identify fiber number, fiber color, buffer tube color and location.
- Shall provide professional staff capable of performing the following in a workmanlike manner consistent with industry standards
- Maintenance/Emergency Restoration
- Single Fusion, Active (Hot) Fiber Rollovers, Mid-Sheath splicing, terminations
- Outside plant documentation including GIS mapping
- Prior to work being performed, City shall provide an estimate of costs that will be billed to Burlington. Estimate shall be based on City's estimated time and materials to perform the Work.

EXHIBIT B
COMPENSATION

☐ Burlington shall pay Mount Vernon a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the task. Rates include the use of equipment and vehicles. Mount Vernon may amend the rates set forth below at its sole discretion upon providing Burlington 30 days written notice of rate changes.

Rates do not include materials used.

Name	Responsibility	Rate
Fiber Technician I	Includes all Advanced Tasks to be performed	\$100
Fiber Technician II	If additional technician is needed	\$75
Fiber Administrator	Administration Rate	\$125
GIS Services	GIS Services Rate	\$75

EXHIBIT C
REIMBURSABLE EXPENSES

See attached fee schedule.

Type of Expense	Rate
Misc. Fiber Materials and related used to install the fiber	Cost + 15 %

Fiber Material	Cost + 15 %
Bucket Truck - Day	\$200
Splicing Van - Day	\$50
Mini-Excavator & Trailer - Day	\$200

Our staff has researched replacement tables, their cost, durability, and functionality and have recommended the tables included in your packets. The Senior Center will receive 24 of the tables while the Library will receive 20. With the replacement tables being from the same manufacturer, they can be moved from one site to another should more tables be needed at one location.

ALTERNATIVES CONSIDERED

Keep the existing tables but they are now considered fragile and potentially dangerous.

BID REQUIREMENTS

The City used the Municipal Research and Service Center (MRSC) Vendor Roster per our Procurement Code and with the cost exceeding \$15,000, requested a formal quote.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

This particular purchase was not anticipated when we formulated the 2023 budget so it is not a separate line item within Fund #301 (where these types of purchases occur). However, we have sufficient budget capacity within Fund #301 to support this expense.

LEGAL ASPECTS – LEGAL REVIEW

N/A

STAFF RECOMMENDATION

Staff recommends that the council approve the replacement of these folding tables for the Senior Center and Library.

SUGGESTED COUNCIL MOTION LANGUAGE

"I move to approve the purchase of 44 replacement folding tables at a cost of \$42,562.68, not including sales tax, out of Fund #301."



9877 40th Avenue South
Seattle, WA 98118
Tel: 206-763-4030
www.workpointe.com

K33600 Piroette Folding Tables

Quote Number: K33600
Date: Piroette Tables
10/11/2022
Valid Until: 9/30/2022
Contract: KCDA 21-130A



Prepared By:

Jennifer Starling
Account Manager NW WA
Region
9877 40th Ave South
Seattle, Wa 98118
425-309-2444
jennifers@workpointe.com

Prepared For:

Sarah Ward
Library Director
Burlington Public Library
820 E Washington Avenue
Burlington, WA 98233
360-755-0760

Deliver To:

Line #	Part Number	Part Description	Qty	Sell	Ext Sell
Library					
1	PINR3060C-74P	Pirouette,Nesting Collaborative,Rectangular,30x60",74P Edge	20	\$888.43	\$17,768.60
					
	Edge Color	River Cherry edge			
	Laminate	KI Laminates			
	KI Laminates	RIVER CHERRY LAM 7937-38			
	Leg Finish	Chrome			
	Casters/Glides	Black wheel, Silver hub-2 locking/2 non-locking			
	Modesty Panel	No modesty panel			
	Grommet/Power Option	No grommets, PowerUp, wire management/No cutouts			
					\$17,768.60
Senior Center					
2	PINR3060C-74P	Pirouette,Nesting Collaborative,Rectangular,30x60",74P Edge	24	\$888.43	\$21,322.32
					
	Edge Color	River Cherry edge			
	Laminate	KI Laminates			
	KI Laminates	RIVER CHERRY LAM 7937-38			
	Leg Finish	Chrome			
	Casters/Glides	Black wheel, Silver hub-2 locking/2 non-locking			
	Modesty Panel	No modesty panel			
	Grommet/Power Option	No grommets, PowerUp, wire management/No cutouts			
					\$21,322.32
Z					

Line #	Part Number	Part Description	Qty	Sell	Ext Sell
3		Freight Surcharge	1	\$3,471.76	\$3,471.76

KI

\$3,471.76

Delivery included

WSST will be added to final invoice.

Total:

\$42,562.68

Approved By:

Name

Date:

Title

None identified

STAFF RECOMMENDATION

Staff recommends purchasing the mower and keeping the old mower as a source of parts.

SUGGESTED COUNCIL MOTION LANGUAGE

Move to approve the purchase of a new Landpride 22' deck mower as quoted in the state contract bid and authorize the Mayor's signature.



Scholten's Equipment

9534 Green Road
Burlington WA 98233
United States
360.755.0560



Printed 2022-11-28

Quote

Page 1 of 1

Name/Company CITY OF BURLINGTON		Telephone 360-755-0531
Address 833 S SPRUCE ST		Account Manager John Radonski
City/Town, State/Province BURLINGTON, WA	Location Burlington Kubota	Quote No. 25199
Postal/Zip Code 98233	Quote Date 2022-11-28	In Effect Until 2022-11-28

How did we get started 43 years ago? Hauling late model used equipment out of the Midwest. We put a 100hr. 90 day drivetrain warranty - money back guarantee on anything we sell over \$20K. We still do it today. Take the risk out of buying equipment. Let us do it for you and guarantee it.

Quantity	Description	Price \$
Sales Items		
- New - Land Pride AFM4522 Mower/All-Flex		
Stock No.: TBD		
1	AFM4522 45 Series All-Flex Mower - 21' 9" Width Assembly required.	46872.41
Sub-Total		\$46,872.41
	Factory Freight	800.00
	Assembly	500.00
Sub-Total		\$48,172.41
	Gov discount-	(962.71)
Unit Total		\$47,209.70
Sale Items Subtotal		\$47,209.70
Total Price of Sale Items		\$47,209.70
Discount		(9,459.70)
Balance		\$37,750.00
Tax %		\$3,246.50
Contract Amount		\$40,996.50

Account Manager _____ Accepted by _____

Notes: Unit must be ordered
Thanks John
John Radonski
Email: john@scheq.com

This Quote does not include delivery. (unless noted otherwise)

CQ

[Return to Agenda](#)



ITEM #: 9

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: January 12, 2023 Subject: Portable Restroom Services Agreement
Jim Rabenstein, Parks Supervisor

Attachments: Agreement for Portable Restroom Services Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

The Parks and Recreation Department's current contract with Baker Septic Tank Pumping, spanning 2018 through 2022 for portable restroom services, has expired. Staff prepared a Request for Proposal for Portable Restroom Services inviting proposals from qualified contractors for the rental and servicing of portable restrooms to support various park facilities and recreation activities.

The RFP was advertised from November 15, 2022 through December 9, 2022

Three (3) proposals were received, one from United Site Services, one from Diamond Rentals, and one from Honey Bucket. Our current provider, Baker Septic, sold their portable restroom service division and did not submit a bid. The bid from Honey Bucket provided the lowest overall pricing to the City.

The agreement will be effective 2023 – 2024 with option for 2025.

ALTERNATIVES CONSIDERED

This service is essential to support events held within the City. Furthermore, since most of the costs are reimbursed, alternative considerations are not warranted.

LEGAL ASPECTS – LEGAL REVIEW

No legal issues have been identified.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

The majority of the rental costs are reimbursed by event organizers. Rentals for City activities or operations are planned into the current budget.

STAFF RECOMMENDATION

Staff recommends the City enter into an agreement with Honey Bucket for all portable restroom services for 2023 – 2024 with option for 2025.

SUGGESTED COUNCIL MOTION

Motion to approve the portable restroom services agreement with Honey Bucket and authorize the Mayor's signature.

For Administration Use Only:

CONTRACT NO. _____ DEPARTMENT Parks and Recreation
FEDERAL TAXPAYER I.D. # _____ Service Provider: _____
SERVICES PROVIDED: Portable Restroom Service
AMOUNT _____ FUND SOURCE: Operating Budget (Rentals)
DURATION: FROM January 13, 2023 TO December 31, 2024 (2025 optional)

AGREEMENT

THIS AGREEMENT made and entered into on this **12th** day of **January 2023** (hereafter the "date of this Agreement"), by and between the ***CITY OF BURLINGTON***, (hereafter referred to as the "City") and ***NW Cascade DBA Honey Bucket***, (hereafter referred to as "Provider").

WITNESSETH:

WHEREAS, the City desires to contract with the Provider for providing of services;
and

WHEREAS, the Provider is licensed and/or duly qualified to provide such services;
and

WHEREAS, the City has an interest in promoting the health, safety and welfare of the citizens of the City of Burlington; and

WHEREAS, the Scope of Work included in this Agreement is consistent with promoting the interests of the City; and

WHEREAS, the City and the Provider 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 Provider do mutually agree as follows:

1. WORK AND/OR SERVICES TO BE PROVIDED BY THE PARTIES:

The Provider shall complete in a satisfactory and proper manner, as determined by the City, the work and/or services described in "**Exhibit A**", **Scope of Provider's Work and/or Services**, which is attached hereto and incorporated herein by reference.

2. TIME OF PERFORMANCE:

All services described under Scope of Work and/or Services shall be conducted during the dates provided in "Exhibit B", which is attached hereto and incorporated herein by reference.

3. CONSIDERATION/PAYMENT:

- a. The City shall pay to the Provider for work and/or services as described in **"Exhibit B", Payment for Services**, which is attached hereto and incorporated herein by reference.
- b. As a governmental taxing entity, the City may not pay Provider for services in advance to the Provider's rendition of services.
- c. The Provider understands and acknowledges that the City will not withhold Federal or State income taxes. If necessary or applicable, where required by State or Federal law, the Provider authorizes the City to make withholding for any taxes other than income taxes. All compensation received by the Provider will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable Internal Revenue Service regulations. It is the responsibility of the Provider to make the necessary estimated tax payments throughout the year, if any, and the Provider is solely liable for any tax obligation arising from the Provider's performance on this Agreement.

4. INSURANCE:

The Provider shall provide proof of insurance as set forth in **"Exhibit C", Insurance**, which is attached hereto and incorporated herein by reference. Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Provider.

The Provider shall provide the City with written notice of any policy change or cancellation within two (2) business days of their receipt of such notice.

No Agreement shall form until and unless a copy of the Certificate of Insurance and Endorsement, in the form and amount required, is attached hereto.

5. REPORTS AND INFORMATION:

The Provider, in such form as the City may require, shall provide reports as to the status of the work or services undertaken pursuant to this Agreement, including the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

6. AUDITS AND INSPECTIONS:

The City or its delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as a part of the Agreement by whatever legal and reasonable means deemed by the City.

7. RELATIONSHIP:

The City and Provider intend that an independent contractual relationship be created by this Agreement. Provider is not considered to be an employee of the City for any purpose, and neither the Provider nor any employee of the Provider 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.

8. QUALIFIED AND LICENSED:

Provider specifically represents and stipulates that the Provider is engaged in the business of providing the services set forth in this Agreement, whether or not for profit, and that provider is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business. Further, the Provider shall attach hereto as "**Exhibit D**", **License(s)** a copy of Provider's license to operate in the State of Washington, and if applicable, in the City of Burlington. No Agreement shall form until and unless copies of the required licenses are attached hereto.

9. EQUAL OPPORTUNITY EMPLOYER:

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

10. DEFENSE & INDEMNITY AGREEMENT:

- a. Provider agrees to defend, indemnify and save harmless the City, its appointed and elected officials, 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 appointed or elected officials, subcontractors, agents and/or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, 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 Provider, 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 appointed or elected officials, 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.

- b. The City agrees to defend, indemnify and save harmless Provider, its 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 Provider, its subcontractors, agents, and/or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, 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 the City, its appointed or elected officers, subcontractors, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of Provider, its subcontractors, agents, and/or employees. It is further provided that no liability shall attach to Provider by reason of entering into this Agreement, except as expressly provided herein.

11. INDUSTRIAL INSURANCE WAIVER:

With respect to the performance of this Agreement and as to claims against the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees, the Provider expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Provider. This waiver is mutually negotiated by the Parties to this Agreement.

12. SUSPENSION, TERMINATION, AND CLOSE OUT:

If the Provider 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.

13. DISPUTE RESOLUTION/COSTS AND ATTORNEY FEES:

- a. If for any reason either Party fails to comply with any material provision of the Agreement or any material obligation assumed hereunder, the Parties shall meet and confer in good faith in an effort to agree on resolution and cure of the breach. If the Parties are unable to agree on the informal resolution or cure of the breach, the other Party shall provide to the defaulting Party written notice (default notice) detailing the nature of the default and the steps required to cure such default and may terminate such Agreement, upon written notice if the defaulting Party fails to cure such default or commence and diligently pursue to cure the default within seven (7) days after receiving the default notice.
- b. In the event it becomes necessary for either Party to employ an attorney to enforce the provisions of this Agreement or bring an action for the breach of terms of this Agreement, then the non-prevailing Party agrees to pay all

reasonable costs, expenses and attorney's fees expended or incurred in connection herein.

14. 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.

15. 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.

16. 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.

17. JURISDICTION/VENUE:

In the event that any dispute arises over this Agreement, the Parties shall submit and not object to jurisdiction and venue being that of Skagit County, Washington, in connection with any claim(s) arising out of this Agreement.

18. 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.

19. 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.

20. FORCE MAJEURE:

A Party is not liable under this Agreement for non-performance caused by events or conditions beyond that Party's reasonable control, if the Party makes reasonable efforts to perform.

21. 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.

22. NOTICES:

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

City of Burlington
ATTN: Finance Director
833 S. Spruce Street
Burlington, WA 98233

With copies to the Burlington City Attorney and City Administrator at the same address.

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

NW Cascade DBA Honey Bucket
PO Box 73399
Puyallup, WA 98373

23. ATTACHMENTS:

Any conflict(s) between the language of any Attachments and the paragraphs of this Agreement set forth in pages one (1) through eight (8), the conflict(s) shall be resolved in favor of the paragraphs of this Agreement unless the conflict(s) is/are specifically addressed, in writing, by the Parties.

24. HEADINGS:

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

25. AUTHORITY:

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

26. 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 one and the same Agreement.

27. ENTIRE AGREEMENT:

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

IN WITNESS WHEREOF, the City and the Provider have executed this Agreement as of the date of this Agreement first written above.

CITY OF BURLINGTON

PROVIDER

By _____
STEVE SEXTON, Mayor

By _____
Printed Name: _____

Tax ID Number: _____

ATTEST:

Address: _____

By: _____
JOSEPH STEWART, Finance Director

Phone _____

Email: _____

Approved as to Form:

Fax: _____

By: _____
LEIF JOHNSON, City Attorney

Approved as to Content:

By: _____
MARV PULST, Public Works Director

ATTACHMENTS:

- [1] Exhibit A - Scope of Provider's Work and/or Services**
- [2] Exhibit B – Payment for Services**
- [3] Exhibit C – Insurance**
- [4] Exhibit D - Business License**

FOR CITY ADMINISTRATION USE ONLY: Copy of the [] proof of insurance and/or [] proof of license(s) as required by this Agreement was received and complies with the terms herein on the _____ day of _____, _____, and is attached hereto as Exhibit(s) C and/or D.

By _____, Title: _____

“Exhibit A”
Scope of Provider’s Work and/or Services

Provider will be responsible for the following services during the contract period described in **Exhibit B**.

- Provide portable restroom services on City of Burlington properties as well as other properties which City sanctioned events are taking place.
- Transportation of portable restrooms, hand sanitizers and sink units to and from areas requested by Parks and Recreation staff or affiliated agents of the city.
- Weekly service is included in unit cost.
- Extra service as requested by Parks and Recreation staff or affiliated agents of the city.
- Provider is responsible for securing units in place during wind storms and other natural events that may cause units to tip over.
- Provider is responsible for removing units with little notice if natural events are about to occur (floods, severe wind, etc.).
- All Provider owned units are insured by provider for damage and vandalism including total destruction.

"Exhibit B"

Payment for Services

The City shall pay the Provider for work and/or services described herein in accordance with the following fee schedule. The fee schedule will remain applicable for the duration of the contract period beginning January 12, 2023 through December 31, 2024 with option to extend through December 31, 2025 if mutually agreed upon in writing by the City and the Provider.

FEE SCHEDULE

Contractor's pricing includes:

- Unit delivery and removal
- Weekly servicing of unit
- Delivery of fully stocked restroom units with hand sanitizer and toilet paper
- All chemicals and supplies needed to perform once weekly servicing

Unit Description	2023 -2024 Fee	2025 Fee
Standard Unit	\$ <u>125.00</u> per month	\$ <u>137.50</u> per month
Standard Unit Extra Service	\$ <u>32.00</u> per service	\$ <u>35.20</u> per service
Standard Unit with Sink	\$ <u>207.00</u> per month	\$ <u>228.00</u> per month
Standard Unit Extra Service	\$ <u>32.00</u> per service	\$ <u>35.20</u> per service
ADA Unit	\$ <u>185.00</u> per month	\$ <u>203.50</u> per month
ADA Unit Extra Service	\$ <u>40.00</u> per service	\$ <u>44.00</u> per service
Double Basin Sink Unit	\$ <u>175.00</u> per month	\$ <u>192.50</u> per month
Approximate Number of Uses	<u>300</u> per sink	
Double Basin Sink Unit Extra Service	\$ <u>40.00</u> per service	\$ <u>44.00</u> per service

Included Features with Units

- ☒ Shall be of primarily polyethylene construction
- ☒ Sanitary seat deck and flow design (nonporous surfaces)
- ☒ Anti-slip floor surface
- ☒ Outside emergency access
- ☒ Heavy duty spring loaded doors with interior latch and in-use indicator
- ☒ Units shall have wall mounted urinal
- ☒ Minimum 60 gallon tank
- ☐ 2 or more toilet paper roll dispensers
- ☒ Handicap units must comply with American with Disabilities Act

Standard units hold 2-3 rolls of toilet paper. Honey Bucket employs a Territory Manager that resides and works in the surrounding community to insure a timely response to service related requests including pick up & delivery. Two hour response time during normal business hours. Quality control program.

"Exhibit C" **Insurance**

The Provider shall procure and maintain for the duration of the Agreement period insurance meeting the minimum requirements outlined below. Proof of insurance shall be in a form acceptable and approved by the City, as outlined below.

CERTIFICATE OF INSURANCE

1. Additional Insured/Certificate Holder must be listed as:
City of Burlington
833 S. Spruce Street
Burlington, WA 98233
Specific departments, facilities or persons cannot be listed as Additional Insureds/Certificate Holders
2. Description of Operations/Additional Remarks must include the statement:
"Additional Insureds include the City of Burlington, its elected officials, appointed officers, employees, volunteers and agents."
3. Minimum Thresholds of Coverage:
 - A. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - B. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 - C. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

ENDORSEMENT

Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

Additional Insured must be listed as:

City of Burlington
833 S. Spruce Street
Burlington, WA 98233

The insured's policy number must be referenced on the Endorsement.

**"Exhibit D"
License(s)**



Date: Dec 15, 2022

**State of Washington
Business Licensing Service
City Endorsement Information Report**

Page: 1

Burlington General Business - Non-Resident

Endorsement Status: Active

Status Reason:

Location Information

Business Structure: Corporation	UBI Number:	278049149-001-0001
Legal Entity Name: NORTHWEST CASCADE, INC.	Application ID:	502814238
Firm Name: NORTHWEST CASCADE, INC.	Application Date:	Nov 23, 2022

Projection for 2023 Portable Restroom Services								
Use Type	<u>ESTIMATED</u> DELIVER NO-LATER-THAN	<u>ESTIMATED</u> PICKUP ON/AFTER	Location	Event Name	ESTIMATED Max Unit Count			Extra Services
City	Year Round		Tjeerdsma Boat Launch		1	Standard		
City	Monday, November 6, 2023	Friday, March 3, 2023	1720 E. Whitmarsh Rd		1	Standard		
City	Year Round		Whitmarsh Parking Lot	Playfield/Trail Use	2	Standard		
League	Friday, March 3, 2023	Friday, June 30, 2023	Skagit River Park (SRP)	B-E Little League	3	Standard	2	ADA
League	Friday, March 3, 2023	Monday, October 30, 2023	Skagit River Park (SRP)	Skagit Premiere	3	Standard		
Tournament	Friday, March 31, 2023	Monday, April 3, 2023	Skagit River Park (SRP)	NW Challenge	9	Standard		1 Xcleans
Tournament	Friday, April 21, 2023	Monday, April 24, 2023	Skagit River Park (SRP)	Spring Reign I & II	22	Standard		2 Dbl Sink 1 Xcleans
Tournament	Friday, April 28, 2023	Monday, May 1, 2023	Skagit River Park (SRP)	NW Classic	9	Standard		1 Xcleans
NORA	Monday, May 1, 2023	Monday, October 30, 2023	1740 E. Whitmarsh Rd	NORA Race Season	1	Standard		
Tournament	Saturday, May 13, 2023	Monday, May 15, 2023	Skagit River Park (SRP)	Gnarly Gnines	4	Standard		
Special Event	Friday, June 16, 2023	Monday, June 19, 2023	Skagit River Park (SRP)	Friday Night Fireworks	8	Standard	1	ADA 1 Post
Special Event	Friday, June 16, 2023	Monday, June 19, 2023	Skagit River Park (SRP)	Lawn Mower Races	8	Standard	1	ADA
Tournament	Friday, June 23, 2023	Monday, June 26, 2023	Skagit River Park (SRP)	Firecracker Invite	27	Standard		7 Xcleans
Tournament	Thursday, August 3, 2023	Monday, August 7, 2023	Skagit River Park (SRP)	Rush Cup	45	Standard		7 Xcleans
Special Event	Wednesday, August 16, 2023	Monday, August 21, 2023	1740 E. Whitmarsh Rd	NORA Westside	1	Standard	1	ADA 2 Xcleans
League	Friday, September 8, 2023	Monday, November 6, 2023	Skagit River Park (SRP)	B-EYS	2	Standard		
Tournament	Saturday, September 23, 2023	Monday, September 25, 2023	Skagit River Park (SRP)	Boys Invite	8	Standard		1 Xcleans
Special Event	Saturday, September 30, 2023	Monday, October 2, 2023	Skagit River Park (SRP)	B'Town Fall Fest	6	Standard	2	ADA 3 Dbl Sink 1 Xcleans
Special Event	Saturday, November 11, 2023	Saturday, November 11, 2023	Fairhaven Ave	Veterans Parade			1	ADA

ALTERNATIVES CONSIDERED

Not hold a retreat

BID REQUIREMENTS

N/A

CURRENT AND FUTURE BUDGET RAMIFICATIONS

None at this time.

LEGAL ASPECTS – LEGAL REVIEW

No issues noted

STAFF RECOMMENDATION

None- Intended for discussion only

SUGGESTED COUNCIL MOTION LANGUAGE

None – hopefully we will be able to set the date for the Retreat.