

ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE DECEMBER 13, 2023

Meetings are available remotely. Those interested in attending the meetings by computer, tablet, or smartphone may use the following link: <https://tinyurl.com/ICWorkSession> or for voice only, **Dial by your location:** (253) 215-8782
Meeting ID: 957 0144 6335 **Passcode:** 969196

9:00 a.m.	Commissioners' Office
10:00 a.m.	Facilities
10:20 a.m.	County Administration
11:05 a.m.	Public Works

The Board of County Commissioners meets routinely in Work Session the first three Wednesdays of each month. Work Sessions are held in the Annex Building, Board of County Commissioners' Hearing Room, #B102, 1 NE 6th Street, Coupeville, WA.

Work Sessions are public meetings that provide an informal workshop format opportunity for the Board to review ongoing items with departments or to meet with other agencies, committees, or groups to discuss specific topics of mutual interest. Items are typically reviewed at Work Session before being scheduled on the agenda for the Board's regular Tuesday business meetings.

While Work Sessions do not have time set aside for verbal public comment, written public comment is welcomed and can be directed to the Clerk of the Board by submitting comments to CommentBOCC@islandcountywa.gov. If you have questions regarding public comment, you may call (360) 679-7385. Written public comments are considered a public record.

Times for each department are approximate; a time slot scheduled for a specific department may be revised as the Work Session progresses. Because of the workshop format and time sensitivity, certain items, topics, and materials may be presented that are not included in the published agenda. **If you are interested in reviewing those documents, please contact the Clerk of the Board at (360) 679-7354.**

NOTE: Audio recordings are posted within 48 hours of the meeting date. To listen to the recording visit the [Agenda Center](#) on the Island County website.



ISLAND COUNTY COMMISSIONERS

WORK SESSION AGENDA

MEETING DATE: 12/13/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners
From: BOCC Staff

Amount of time requested for agenda discussion. 60 minutes

Agenda Item No.: 1

Subject: **Freeland Chamber of Commerce 2% Hotel-Motel Lodging Tax Revenues 2024 Program Year Application**
Description: Freeland Chamber of Commerce 2% Hotel-Motel Lodging Tax Revenues 2024 Program Year Application Discussion
Attachment: **Freeland Chamber of Commerce 2% Hotel-Motel Lodging Tax Revenues 2024 Program Year Application**

Request: *(Check boxes that apply)*

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input checked="" type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

Agenda Item No.: 2

Subject: **Langley Chamber of Commerce 2% Hotel-Motel Lodging Tax Revenues 2023 Contract Extension Request**
Description: Langley Chamber of Commerce 2% Hotel- Motel Lodging Tax Revenues 2023 Contract Extension Request for 525 Tourist Kiosk
Attachment: **Langley Chamber of Commerce 525 Tourist Kiosk Contract**

Request: *(Check boxes that apply)*

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: In process

P.A. Review: Not Applicable

(Continued to the next page)

Agenda Item No.: 3

Subject: Amending Island County Code Chapter 9.08A, Fireworks

Description: Amending Island County Code Chapter 9.08A, Fireworks

Attachment: Ordinance

Request: *(Check boxes that apply)*

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input checked="" type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Complete

Agenda Item No.: 4

Subject: Committee Reappointment

Description: Request for reappointment to the Law and Justice Council, District No. 2, Position No. 4.

Attachment: Law and Justice Committee Roster

Request: *(Check boxes that apply)*

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

Agenda Item No.: 5

Subject: Committee Appointment

Description: Request for appointment to the Island County Noxious Weed Control Board, District IV.

Attachment: Noxious Weed Control Board Roster

Request: *(Check boxes that apply)*

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

(Continued to the next page)

Agenda Item No.: 6

Subject: Request for the Island County Auditor to Approve Voucher Payment for Bi-weeks.

Description: Request for the Island County Auditor to Approve Voucher Payment for Bi weeks.

Attachment: 2024 Island County Meeting Calendar

Request: *(Check boxes that apply)*

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input checked="" type="checkbox"/> Other: <u>Direction from the Board</u>

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

RECEIVED

JUL 27 2023

LODGING TAX FACILITIES GRANT PROGRAM

ISLAND COUNTY
COMMISSIONER'S OFFICE

APPLICATION FOR 2024 FUNDING

1. Facility/Project Name: Greater Freeland Visitors Center, Special Events & Campaign
Encouraging Holiday Gatherings

2. Amount of Funding Requested from the Island County Lodging Tax
\$83,240

What percentage of your total budget does your request for county funds represent?
(Must be less than 75%) 74 %

3. Type of Facility or Activity to be Funded:

Tourism Event or Festival Grant
 Tourism Facility Operations Grant
 Tourism Facilities Capital Grant (Publicly owned facilities only)
 Construction Improvement Renovation

4. Name and Mailing Address of Applicant (Organization):

Greater Freeland Chamber of Commerce PO
Box 361, Freeland, WA 98249
Visitor Center: 5575 Harbor Ave.

Web site address: www.freelandchamber.org

Agency Tax ID Number: 91-1234296 UBI Number: 601029102

Form of Organization (Non-profit, etc.): non-profit

5. Contact Person

Name: Chet Ross

Telephone: (360) 331-1980

Fax: n/a

E-mail address: chet@whidbey.com

Location of Proposed Event or Activities South Whidbey Island

6. Tell us about your Organization/Group's mission and activities (100 words or less)

The Freeland Chamber of Commerce started in 1992 and currently staffs a visitor center year-round in Freeland. We serve our members by offering traditional business support and resources. We hold special events that draw visitors to Island County, and actively operate a website. We also do some targeted social media and advertising to reach prospective visitors. We distribute our own brochure as well as brochures, maps, magazines and rack cards for many events and businesses throughout the county. Our chairman actively serves on the 2% Joint Advisory Board and is very engaged with its county wide efforts since its formation in 2000.

7. PROJECT DESCRIPTION (300-word limit) Describe how the County 2% funds will be used and briefly how they align with the LTAC program's priorities (max 10 points)

COVID 19 has encouraged us all to think creatively and work collaboratively. We bring a fresh grant proposal to LTAC this year which demonstrates our relevance and deep understanding of visitor trends. Our particular part of the country offers what visitors are seeking, now more than ever: short term vacation rentals in rural settings.

This year we are developing a plan to work closely with our fellow chambers and the county's destination marketing organization: 2% Joint Advisory Board. We know that combining our resources results in maximum impact. We plan to focus our messaging to the local business community to cultivate our current visitors and future prospects.

We'll strengthen our voice and bring better visibility in 2023 through a new market plan. This will be leveraged by a targeted digital marketing effort including increasing our social media presence. We also plan to use this momentum to bring back two well-promoted and well-executed events. The events under consideration are the Whidbey Island Birding Festival and the Whidbey Island Blueberry Festival. These events encourage stewardship of our natural beauty, as well as promote agriculture, the culinary arts and responsible wildlife viewing. We'll carefully monitor the community's comfort level with COVID 19 when it comes to marketing in person special events.

Also we are rolling out one strong new campaign (working title "Island Home for the Holidays") that is already leveraged by several national, million dollar promotional investment by VRBO and AirBnB. In order to ensure success, and measure results of this new effort, we will put extra emphasis on this focused campaign and use digital promotions and earned media to reach our target audience.

8. SCOPE OF WORK (200-word limit) Describe the duration and dates of the event, activity, or program. For publically owned tourism facilities, describe capital

improvements proposed. The involvement or the use of other local businesses and organizations. (max 15 points)

We intend to have the phased in, marketing plan and digital media calendar in place by February 2024. The dates for the Birding Festival and the Blueberry Festival will be firmed up at that time in order to secure vendors and promotions. We'll also maintain our current Freeland Visitors Center. Our visitor center is key to helping create better visitor experiences (so they return again and again). The visitor interaction in person also helps to encourage them to explore more of Island County.

9. Visitor draw (150-word limit) Demonstrate how visitors will be drawn from over 50 miles away (max 15 points)

AirBnB/VRBO data about short term vacation rentals and Dean Runyon data, both provided by 2% Joint Advisory Board, show Freeland offers an abundance and wide variety of lodging options for visitors. In 2022, we accounted for 11 % of short term rentals and 23.8% of visitor spending for Island County. The number simply did not lie, Freeland is a visitor hub and visitors spend a lot of money here. Our targeted, streamlined approach will be focused on our strengths and promote them. Many of our vacation homes (and traditional lodgings like B&Bs) are both family and pet friendly, and lend themselves to multi-day, multi-generational gatherings. We have new energy and drive to collectively fill our beds during the slower months by encouraging return visitors. We are going to target pet owners, young families, grandparents and those who are the decision makers for pulling together multi-generational holiday gatherings.

10. Successful proposals will show strategies to create and lengthen overnight stays, in line with the goals and definitions set forth in RCW 67.28

**Important: In 2013, the Washington Legislature added a provision to the Lodging Tax Statute (RCW 67.28) which requires:*

Applicants applying for use of revenues in this chapter must provide 'estimates of how any moneys received will result in increases in the number of people traveling for business or pleasure on a trip:

Away from their place of residence or business and staying overnight in paid accommodations.

To a place fifty miles or more one way from their place of residence or business for the day or staying overnight; or

From another country or state outside of their place of residence or their business.

10. County-wide benefit (200-word limit) Describe if there is broad tourism benefit, such as to all of Whidbey Island or all of Camano Island? (max 15 points)

Given that the majority of our lodging are short term rentals, we believe our efforts to focus on this holiday tradition of family gatherings is an area that will benefit everyone in the Island County. It's really an untapped audience for Island County. We plan to encourage families to travel here to hold multi-generational gatherings, especially during the holidays. Something like: "Pack up the kids, the pets and grandma. Create new holiday traditions and family memories, just steps away from a beautiful beach or an emerald green forest."

11. Community Assets (150-word limit) Does your project distinguish and promote the unique aspects of Island County? Do aspects include items such as historical, cultural or natural amenities? (max 25 points)

The greater Freeland community is filled with hidden gems. Following the pandemic, we feel new energy and ability to elevate and steer visitors in 2024 to many of our lesser promoted attractions. This is important for Island County, as over-promoted venues such as Ebey's

Landing, Deception Pass and Cama Beach are now becoming "over run" with visitors. It's time to shine a light on places in Freeland that are considered more off the beaten path. Some are even a bit undiscovered by visitors. Examples are community parks and trails like Freeland Park, thrift shops and antique stores, farms and tasting rooms, artist studios and sculpture parks, golf courses and places to spot wildlife.

We're laser focused now to promote what we feel is very relevant. The national climate over the past 30 months demonstrates several things: People are more comfortable staying in short term vacation rentals; they want to be in beautiful rural places abundant with nature; they want to connect with extended family for the holidays in a spacious setting with lots of room to spread out like a (large rental home).

12. Innovative (150 Word limit) and Shoulder Season Focus (100-word limit)

- a. Innovation: Does the project represent a new or unusual approach to furthering the goals of tourism? (max 5 points)
- b. Shoulder Season (October to May): Does the project increase tourism during the shoulder season? What percentage of measurable project outcomes occur during shoulder season? (max 15 points)

a.) This is revolutionary on many levels as we're proposing innovative and radical change to specifically promote renting homes for Holidays celebrations. We like to encourage the county and other chambers of commerce to join us in this messaging since everyone will benefit from these lodgers during the holiday season. This shows leadership on Freeland's part. We encourage a collaborative approach to combine resources rather than compete to produce marketing messages in a vacuum. We think we will be stronger marketing our assets to visitors together.

b.) As far as events, the birding festival will be in August. Our marketing efforts and management of our visitors center will be year round. Our website and social media marketing will be year round. The campaign to bring families to Island County for holiday gatherings increases overnight stays "Island Home for the Holidays" during November, December, and early January. The Blueberry Festival is when the blueberries are ripe (summer).

13. Project evaluation (250-word limit) Describe performance measures, surveys or other tools your organization will use that will serve to provide the attendance data for reporting purposes and increases in overnight stays. (max 20 points):

We have volunteers who will be gathering zip codes of attendees at the Blueberry Festival and Birding Festival. We will contact the 2% Joint Advisory Board and ask for See Source data that they will have to evaluate who was here during the events. Our website will have links to lodging booking platforms. The beauty of the promoting through digital marketing is that all is very measurable. Clicks through to our website from ads to short term rentals will help us measure the success of the campaign. We will be driving people to book through AirBnB, VRBO, the whidbeycamanoislands.com website and other places where direct booking platforms exist, since that is how lodgings will be booked. We'll measure the success of our strategically promoted "Island Home for the Holidays" by tracking the booking of vacation rentals and lodging during November, December and early January.

14. Community Economic Impact (300 word limit) Describe the anticipated measurable economic value of the project. Describe the specific and comprehensive strategies to leverage the 2% funds to benefit our local economy. (max 30 points)

We make referrals to local restaurants, lodging, activity centers and events. When we are personally connected to others in our business communities, it is very powerful to be able to say "I personally recommend x-y-z at ... "

Stable funding is the key to our continued success for Operating our Gateway Visitor Information Center.

15. Regenerative Tourism (150-word limit) Does your project promote the regenerative tourism within Island County? How does your project prevent or reduce detrimental impact of human activity in Island County? (5 points extra credit)

Regenerative Tourism is the idea that guests leave a place in better condition than it was before. They're encouraged to leave a positive footprint by visiting a garden, planting a tree, plants, participating in beach or park clean-up. The idea of being involved is often very appealing to guests of Pacific Northwest Islands where the abundant, rural nature life is often their main motivation for visiting. The Greater Freeland Chamber of Commerce is eager to promote Regenerative Tourism with guests coming into the visitor center on Harbor Avenue, through it's weekly eNews publication where many of the recipients own vacation property rentals and can further communicate the benefits of regenerative tourism with their guests. With an increase in our chamber events we will also promote Regenerative Tourism during speeches and with supporting materials such as flyers. Our last Quarterly dinner in April of 2023 we had Sherrye Wyatt present on this very subject to a captivated group!

16. FACILITY BUDGET

Please detail the budget for your project in the table below or attach your project budget. Please indicate specifically how county grant funds will be spent, including the types of advertising and promotional materials, the vendors utilized, and the locations/venues where the advertising will be displayed.

BUDGET SHEET

Operational - see attached budget

Project Name: _____

BUDGET ITEM	TOTAL ESTIMATED COST	COUNTY FUNDED PORTION
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
8.	\$	\$
9.	\$	\$
10.	\$	\$
11.	\$	\$
12.	\$	\$
TOTAL	\$	\$

**Greater Freeland Chamber of Commerce
Visitor Information Center Operating Budget**

		Total 2023 Budget	County Funded 2024 Budget
Income	2024		
Membership Dues	2,000	18,200	
2% Reimbursements	83,240	54,240	83,240
Port of South Whidbey	0	0	
Events	6,000	6,000	
Donations	28,400	100	
Membership Meals	6,500	6,500	
Advertising Brochure	4,500	4,500	
Advertising Brochure	1,000	1,000	
Fund Raising and Miscellaneous	300	200	
Total Income	131940	92,740	83,240
Visitor Center Expense			
General Administration	500	500	
Salaries (includes payroll taxes)		35,400	25,000
Dues/Subscriptions	500	500	
Insurance	2,400	2,200	
Professional Fees	600	500	
Rent	9,240	9,240	9,240
Equipment Repairs	500	500	
Supplies	2,100	2,100	
Utilities	2,500	2,500	
Festival Events	5,000	5,000	5,000
Community Events / July 3rd Fireworks	60,000	3,000	32,000
Postage/Mailing	1,100	1,100	
Certified Folder	3,700	3,700	3,700
Bank Expense/Credit Card Fees	500	500	
Equipment Lease/Purchases	3,000	3,000	
Tourism Brochure Printing	4,700	4,700	4,700
Advertising	3,600	3,600	3,600
2% Committee Expense	700	700	
Travel and Promotion	3,000	3,000	
Total Visitor Center Expense	103640	81740	83,240
Membership Expense			
Board Retreat/Meetings	2,800	2,800	
Gifts/Greetings	250	250	
Membership Plaques/Clings	150	140	
Postage/Mailing	600	500	
Newsletter	100	800	
Membership Meals	4,500	4,500	
Total Membership Expense	8400	9040	0
Budget Net Gain +/-	19,900	1960	-

17. CASH FLOW REQUIREMENTS

If funding is for an event, rather than continuing operations, please indicate, month by month, when you anticipate applying for fund reimbursement. (**Show only county funding on this worksheet.**)

MONTH	FUNDS NEEDED
JANUARY	
FEBRUARY	
MARCH	
APRIL	
MAY	
JUNE	
JULY	
AUGUST	
SEPTEMBER	
OCTOBER	
NOVEMBER	
DECEMBER	

18. TIMELINE

Use the chart below to break out your project into its major steps, showing when each will be accomplished and specifying the responsible party. (Not required for general operating grants.)

MONTH	TASK ITEM and RESPONSIBLE PARTY
JANUARY	<ul style="list-style-type: none">• Stage holiday photos at vacation rentals with families and Thanksgiving and Christmas decorations.• Determine dates for Birding Festival and Blueberry Festival• Create vendor packets and sponsorship levels for each
FEBRUARY	<ul style="list-style-type: none">• Complete Marketing Plan and Promotions Calendar• Invite vendors and sponsors for Birding Festival and Blueberry Festival.
MARCH	<ul style="list-style-type: none">• Distribute press releases and photos to long lead media outlets promoting "it's time to book your Island Home for the Holidays"• Create graphics and table tents for holiday campaign
APRIL	Organize Blueberry Festival
MAY	<ul style="list-style-type: none">• Promote Blueberry Festival• Distribute table tents to vacation rentals that encourages people to book their return trip "Island Home for the Holidays"
JUNE	<ul style="list-style-type: none">• Promote Blueberry Festival• Organize Birding Festival
JULY	<ul style="list-style-type: none">• Hold Blueberry Festival• Promote Birding Festival
AUGUST	<ul style="list-style-type: none">• Promote Birding Festival• Begin pushing "Island Home for the Holidays" and distribute press release and photos for shorter lead time media
SEPTEMBER	<ul style="list-style-type: none">• Hold Birding Festival• Continue pushing "Island Home for the Holidays" with digital media campaign
OCTOBER	Continue pushing "Island Home for the Holidays" with digital media campaign
NOVEMBER	Encourage media coverage of one family during the holidays who are here, final push to promote
DECEMBER	<ul style="list-style-type: none">• Final push for holiday bookings• Evaluate success of Birding Festival, Blueberry Festival

19. REQUIRED ATTACHMENTS

Please attach the following information to your application.

NON-PROFITS (Items A and B only if organization has not previously provided them.)

- A. Copy of state certificate of non-profit incorporation and/or federal copy of 501 (c) (3), (4), or (6) letter
- B. Copy of articles of incorporation
- C. Copy of most recent proposed and approved budget of the organization
- D. Copy of meeting minutes showing official approval of project and authorization of application OR a signed resolution of the board of directors authorizing the application
- E. List of members of the board of directors

PUBLIC AGENCIES

- A. Copy of meeting minutes approving the project and authorization of application OR a letter/resolution indicating official approval of project and application
- B. Copy of most recent proposed and approved budgets of the organizations involved

COOPERATIVE PROJECTS

- A. Benefits of cooperative approach
- B. List of co-sponsors by title and type
- C. Project responsibilities for each individual co-sponsor
- D. Copy of most recent proposed and approved budget



To develop a strong and growing business community

Special Board Meeting Minutes

Wednesday, July 26, 2023 - 5:30pm
Chamber Visitor Center Lobby
5575 Harbor Ave

1. Call to Order

2. Establish a Quorum – Roll Call

Angela Muniz	Chet Ross	Ryan Porter
Louis Muniz	Leanne Finlay	Matt Nichols
Gary Reys	Naomi DeMartini	Gretchen Mills
Bill Taylor	Steven Sutton	

3. Introduction of Guests:

4. Adoption of Agenda

5. New Business

a. Events -

- 1.) August 19th, 2023 Whidbey Jammin'
 - a. Much discussion
- 2.) August 25th, 2023 Golf Tournament
 - a. Much discussion
 - b. 1pm start time
 - c. 6pm dinner at Freeland Hall

b.) Lodging Tax Grant Program – Chet

- 1.) Due July 31, 2023
- 2.) Board approval to apply for funding
 - a. Angela Motioned , Naomi Seconded - Passed
- 3.) Budget

6. Directors Comments

- 1.) Island Fair
 - a.) Chet and Bill, 9-12noon
 - b.) Leanne and Sandy, 12noon – 3pm

7. Adjournment 6:30pm

Next Board Meeting – August 8, 2023 – 5575 Harbor Ave (Lobby)

GREATER FREELAND CHAMBER OF COMMERCE

2023 BOARD OF DIRECTORS

Chet Ross	President
Louis Muniz	Vice President
Gary Reys	Treasurer
Naomi DeMartini	Director
Ryan Porter	Director
Angela Muniz	Director
Leanne Finlay	Director

20. State mandated reporting: Award recipients are required, at the conclusion of the project or grant period to provide a report to Island County with the actual numbers to items a thru f below. RCW 67.28.1816 requires that local governments annually report information about expenditures of lodging tax revenue. The Joint Legislative Audit and Review Committee (JLARC) has established an online system to collect data about lodging tax expenditures as required by state law. The deadline for the County to report 2020 lodging tax expenditures is 5/01/2024.

Please complete items a thru f below:

- a. Anticipated overall attendance: _____
- b. Anticipated number of attendees who will travel from out of County to attend: _____
- c. Of those travelling from out of County, how many do you anticipate will travel from another state or country? _____
- d. Anticipated number of attendees who will stay overnight: _____
- e. The estimated number of overnight stays generated at commercial lodging establishments (paid lodging nights): _____
- f. The estimated number of attendees who will stay overnight in unpaid lodging, ie: with family or friends: _____

21. SUBMISSION

DEADLINE: 4:30 p.m., July 31, 2023

Applications received after the deadline will not be considered at this time.

At its sole discretion, the Lodging Tax Advisory Committee may consider the application as an off-cycle request. The applicant is responsible for confirming timely delivery.

Applications must be delivered to:

Email Delivery	Hand Delivery	Mail Delivery
To: j.roll@islandcountywa.gov	Island County Commissioner's Office 1 NE 7 th Street Coupeville, WA 98239	Board of Island County Commissioners Attn: LTAC Grants 1 NE 7th Street Coupeville, WA 98239

RECEIVED

APR 19 2023

ISLAND COUNTY
COMMISSIONER'S OFFICE

Contractor: Langley Chamber of Commerce

Project: Highway 525 Tourist Kiosk

Total Amount: \$ 36,224.50

**ISLAND COUNTY
CONTRACT FOR 2% HOTEL-MOTEL LODGING TAX REVENUES
2023 TOURISM PROGRAM YEAR**

THIS AGREEMENT between ISLAND COUNTY (the County) and Langley Chamber of Commerce, a Washington non-profit corporation (the Contractor), WITNESSETH, that the parties agree as follows:

1. **Scope of Services.** Contractor agrees to provide services as defined in Exhibit A "Scope of Services" attached hereto. Said services are more particularly described in Contractor's application for Island County 2% Tourism Funds dated 9/1/2022, which is made a part of this Agreement for all intents and purposes.
2. **Time of Performance.** Contractor is to complete the work required by this contract no later than December 31, 2023.
3. **Compensation.** Contractor shall be paid by the County for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Contractor shall be Thirty-Six Thousand Two Hundred Twenty-Four Dollars and Fifty Cents, \$36,224.50, provided that the total amount of payment to Contractor shall not be exceeded without express written modification of the agreement signed by the County.
 - b. A detailed budget for which costs will be reimbursed is attached hereto as Exhibit B - Budget. The total amount reimbursed shall not exceed the budgeted amount in any line item contained in the Budget unless agreed to in writing by the County.
 - c. The total amount paid to Grantee shall not exceed the total amount of this Agreement.
 - d. Costs will be reimbursed on an actual cost basis. Contractor shall provide invoices and supporting documentation of all costs to be reimbursed.
 - e. Contractor may submit invoices to the County once per month during the term of this Agreement for payment of completed services performed to date.
 - f. Payment of properly presented invoices for work under this agreement shall be made within 30 days of receipt by the County.

ATTACHMENT Event Date Tue Apr 25 00 00 00 PDT 2023
Page 2 of 7 Tue Apr 25 00 00 00 PDT 2023



- g. Final payment of any balance due will be made promptly upon ascertainment and verification by the County after the completion of the services under this agreement and its acceptance by the County.
 - h. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
4. **Records and Report.** Contractor must maintain adequate records to support billings, including its matching contribution, if any. The County and any of its duly authorized representatives shall have access to any books, documents, or papers and records of the Contractor which are directly related to this contract for the purposes of audit examinations, excerpts, or transcripts. Expenditures under this contract which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor shall be refunded to the County by the Contractor within 10 days of notification of non-compliance by the County. Contractor awardees that fail to submit required reports in a timely manner may jeopardize their ability to receive future Island County 2% Tourism funds.
5. **Changes.** This contract may be modified as to terms of performance, terms of agreement compensation, or other matters upon mutual agreement of the parties, and shall become effective only upon written amendment to this contract, such amendment to be executed by both parties.
6. **Hold Harmless/Indemnity.** The Contractor shall protect, save harmless, indemnify, and defend, at its own expense, Island County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance of this contract, including claims by Contractor's employees or third parties, except for those damages solely caused by the negligence or willful misconduct of Island County, its elected and appointed officials, officers, employees or agents. The Contractor will also indemnify and reimburse the County for any funds paid to the Contractor for uses that failed to meet allowable uses under the statutes for the 2% Hotel/Motel Tax revenue program, specifically those uses provided in RCW 67.28.1816(1), or as may be amended by the state legislature.
7. **Independent Contractor.** Contractor is an independent contractor, not part of Island County government. Contractor will not hold itself out or represent that it is a part of County government nor an agency of the County.
8. **Notification in Printed Material.** Any printed materials produced after the date of execution of this agreement by Contractor or Contractor's agent pursuant to this Agreement must contain a notification that the project is funded totally or in part, as applicable, by the Island County Public Facilities and/or Tourism Fund.
9. **Legal Requirements.** The Contractor shall comply with all applicable federal, state and local laws in performing this contract. This shall include all public health mandates and guidelines.
10. **Compliance with the Americans with Disabilities Act of 1990.** In the services, programs, and/or activities funded through this agreement, the Contractor must comply with the Americans with Disabilities Act of 1990, 42 USC Sections 12101-12213, also referred to as the "ADA," and the rules, 28 CFR Part 35, to the same extent that the County would be required to comply. This Act

provides comprehensive civil rights protections to qualified individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.

11. **Termination.** If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five days of written notice to do so by the County, the County may terminate this contract, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accord with Exhibit A.

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR have executed this Agreement as of the date and year written below.

Langley Chamber of Commerce

By: hj M 4/20/2023
Date

Inge M Morascini, Exec Dir
Print Name & Title

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

By: Janet St. Clair 4/25/23
Date



ISLAND COUNTY HOTEL-MOTEL – PUBLIC FACILITIES FUND
ACTIVITY FUNDED BY 2% LODGING TAX REVENUES
2023 TOURISM PROGRAM YEAR

EXHIBIT A

SCOPE OF WORK

GRANTEE: Langley Chamber of Commerce

PROJECT: Highway 525 Tourist Kiosk

DESCRIPTION: The visitor information kiosk located at 525 and Langley Road is in a highly visible and highly trafficked corners, which is owned by the county. It is the only visitor information center right on the main highway. Built in the early 2000s with public tourist funds, the buliding is now in need of repair and renovation due to its deterioration over time. This kiosk serves all of Whidbey Island and the long-range plan is to make the needed repairs and provide manpower after the renovations are complete.



ISLAND COUNTY HOTEL-MOTEL – PUBLIC FACILITIES FUND
ACTIVITY FUNDED BY 2% LODGING TAX REVENUES
2023 TOURISM PROGRAM YEAR

EXHIBIT B

BUDGET

GRANTEE: Langley Chamber of Commerce

PROJECT: Highway 525 Tourist Kiosk
SEE EXHIBIT B- ATTACHED

ATTACHMENT Event Date: Tue Apr 25 00 00 00 PDT 2023
Page 6 of 7 Tue Apr 25 00:00:00 PDT 2023



15. FACILITY BUDGET

Please detail the budget for your project in the table below or attach your project budget. Please indicate specifically how county grant funds will be spent, including the types of advertising and promotional materials, the vendors utilized, and the locations/venues where the advertising will be displayed.

BUDGET SHEET

Project Name: 525 Visitor Center Kiosk Renovation

BUDGET ITEM	TOTAL ESTIMATED COST	COUNTY FUNDED PORTION
1. Repair/replace decking around Kiosk building	\$ 5000.00	\$ 3750.00
2. Redevelop Landscaping	\$ 7500.00	\$ 5625.00
3. Renovate building and remove wall	\$ 5000.00	\$ 4237.50
4. Replace Signage with Artist produced replacement	\$ 2800.00	\$ 2100.00
5. Native Carved Welcome Paddles	\$ 6500.00	\$ 4875.00
6. Carved Benches (2)	\$ 10000.00	\$ 7500.00
7. Historic artwork panel	\$ 2500.00	\$ 1875.00
8. Photographic Panels	\$ 2500.00	\$ 1875.00
9. Electronic Display	\$ 4000.00	\$ 3000.00
10. Vinyl Map Signage	\$ 1850.00	\$ 1387.50
11. Volunteer labor Hours X \$15 = 1500	\$ 1500.00	\$ 0
TOTAL	\$48300.00	\$ 36,224.50





ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 4/4/23

Agenda Item No 9

CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
Resolution/Ordinance No: _____

DEPARTMENT: PUBLIC WORKS

DIVISION: COUNTY ROADS

(if applicable)

STAFF CONTACT: Fred Snoderly, Assistant Public Works Director

AGENDA SUBJECT: Tourism Promotion and Right- of- Way Occupancy Agreement with the Langley Chamber of Commerce.

BACKGROUND/SUMMARY: WORK SESSION DATE: N/A

Langley Chamber of Commerce has operated a tourism kiosk on County right of way located on Langley Road and SR 525 since October 2005. This agreement is reaching it's term and the chamber wishes to renew the agreement. This kiosk does not pose a problem in the right of way.

FISCAL IMPACT/FUNDING SOURCE: N/A

RECOMMENDED ACTION:

Approve/Adopt
 Schedule Public Hearing/Meeting
 Continue Public Hearing/Meeting
 Information/Discussion
 Other (describe) _____

SUGGESTED MOTION:

Recommend approval for the Langley Chamber of Commerce to have the tourism kiosk in the right of way...

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

APPROVED
DENIED
TABLED/DEFERRED/NO ACTION TAKEN
CONTINUED TO DATE: _____ / _____ / _____ TIME: _____
OTHER <u>Original to Cecilia</u>

APPROVED

DENIED

TABLED/DEFERRED/NO ACTION TAKEN

CONTINUED TO DATE: _____ / _____ / _____ TIME: _____

OTHER Original to Cecilia

4/7/23



After Recording Return to:
Island County Public Works
PO Box 5000
Coupeville, WA 98239

Document Title: Tourism Promotion and Right-of-Way Occupancy Agreement
Landlord: Island County Public Works
Tenant(s): The Langley Chamber of Commerce
Assessor's Tax parcel Number: County Road Right-of-Way – Langley Road
Washington State Department of Transportation Right-of-Way – SR 525
Southeast Quarter (SE1/4), southeast Quarter (SE1/4), Section 15,
Township 29 North, Range 2E., W.M.
Referenced document: AF#4152195

TOURISM PROMOTION AND RIGHT-OF-WAY OCCUPANCY AGREEMENT

THIS IS AN AGREEMENT made and entered into by and between ISLAND COUNTY, hereinafter referred to as COUNTY, and THE Langley CHAMBER OF COMMERCE, a Washington non-profit corporation, doing business as the Langley South Whidbey Chamber of Commerce, hereinafter referred to as SERVICE PROVIDER.

WHEREAS, the COUNTY is authorized to engage in tourism promotion by RCW 36.32.450 and may do so either through its own officials/employees or by contract with others;

WHEREAS, the SERVICE PROVIDER desires to provide the COUNTY with tourism promotion services on COUNTY owned right-of way;

WHEREAS, the right-of-way to be occupied is not presently needed exclusively for road purposes; and

WHEREAS, the SERVICE PROVIDER desires to construct, maintain and operate a tourist information facility adjacent to an on County Road right-of way known as Langley Road and Washington State Highway right-of-way known as State Route 525 (SR525) and requires a connection to said County road; and

WHEREAS, the COUNTY has the authority to grant occupancy of right-of-way to the SERVICE PROVIDER under RCW 36.75.040(5) and ICC 2.31.160;

WHEREAS, the State of Washington Department of Transportation (WSDOT) has given the SERVICE PROVIDER authority to occupy that portion of SR 525 that lies adjacent to and in the vicinity of County Road right-of-way known as Langley Road under Washington State Department of Transportation General Permit No. CS 1530, SR 525 date June 21, 2005, being more particularly described in Attachment A attached hereto and;



WHEREAS, the COUNTY deems it to be in the best public interest to enter into this Tourism Promotion and Right-of-way Occupancy Agreement;

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

1. **OCCUPIED PREMISES.** The COUNTY hereby grants to the SERVICE PROVIDER permission to construct, maintain, and operate a tourist information facility, in order to provide a service for the public, on that portion of County road right-of-way known as Langley Road. The SERVICE PROVIDER shall obtain all necessary permits, e.g. building permit, as required by law. Said portion of county road right-of-way being located along the East side of parcel R32915-018-5560, more specifically known as Lot C of Short Plat 71-14, lying Westerly of Langley Road and situated in the Southeast Quarter (SE1/4), Southeast Quarter (SE1/4), of Section 15, Township 29 North, Range 3 East, W.M., all in Island County, Washington. WSDOT, through General Permit No. CS 1530, SR 525, dated June 21, 2005, granted permission to use WSDOT right-of-way.
2. **TERM.** The term of this Agreement is Five (5) years, commencing on the date of approval by the Board of County Commissioners, subject to early termination under the provisions of Section 15.
3. **RENEWAL.** Upon expiration of the initial term, the Agreement may be renewed by the SERVICE PROVIDER for two (2) additional Five (5) year periods, ("Renewal Period"), at the discretion of the COUNTY; provided that
 - (A) the SERVICE PROVIDER is not in default and has not been in default during this Agreement,
 - (B) the property is not needed for a priority transportation purpose, as determined by the COUNTY or State of Washington,
 - (C) SERVICE PROVIDER's continued use under this Agreement does not impair the safety or operation of the COUNTY's road or WSDOT's highway, as solely determined by the County, and
 - (D) The terms and conditions of the Agreement conform to then existing County policies or practices, laws, regulations and contracts, or provided SERVICE PROVIDER is willing to amend this Agreement to bring it into compliance with such policies, practices, laws, regulations, and contracts.

The Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policies, practices, laws, regulations or contracts and as reflected in a written amendment signed by both parties. SERVICE PROVIDER shall give notice of its intent



to renew this Agreement for the Renewal Period(s) not less than ninety (90) days, but not more than six (6) months, prior to the expiration of the Agreement, or any extension thereof.

4. CONSIDERATION. In lieu of paying economic rent for the occupied property, the SERVICE PROVIDER agrees to provide, at its expense, other specific consideration, which is deemed to be a county road benefit. The consideration for the benefits granted to the SERVICE PROVIDER in this Tourism Promotion and Right-of-Way Occupancy Agreement shall be improved motorist safety and convenience by providing traveler information, which will be accomplished by the SERVICE PROVIDER'S placement and operation on the premises described above in Section 1. OCCUPIED PREMISES of:

(A) a tourist information facility (Kiosk) and landscaping as more particularly depicted in the site plan attached hereto as Attachment A – Exhibit B; and

(B) related signage for vehicular traffic and pedestrians, as approved by the COUNTY. The placement of the Kiosk as depicted on the attached site plan, the landscaping, and the required signage are intended to provide separation of motor vehicle traffic from pedestrians, cyclists, and other non-motorized traffic. The Kiosk, landscaping, and signage shall be maintained by SERVICE PROVIDER in hazard-free condition and as good appearance as reasonable approved by the COUNTY; and

(C) any utilities considered necessary by the SERVICE PROVIDER for the safe and efficient use of the facility such as telephone and electrical power.

5. USE OF OCCUPIED PREMISES.

(A) In using the Occupied Premises, the SERVICE PROVIDER shall comply with all policies and regulations adopted or hereafter promulgated by the COUNTY relative to the location, operation, and maintenance of improvements located on the Occupied Premises. No additional access to the Occupied Premises will be constructed or allowed to be constructed by or for the SERVICE PROVIDER without the COUNTY's proper written approval. All grading and construction plans and any changes therefore are subject to approval by the COUNTY.

(B) The SERVICE PROVIDER shall perform or cause to be performed at its expense all maintenance of the granted Occupied Premises, that will include, but not be limited to, keeping the Occupied Premises in good condition, both as to safety and appearance, to the satisfaction of the COUNTY.

(C) Whenever any of the streets, avenues, alleys or road rights-of-way or public places designated in this agreement shall be eliminated from the County jurisdiction by reason of the incorporation or annexation to a city, then all the rights, privileges and agreements granted to SERVICE PROVIDER in this agreement shall terminate in respect to the streets, avenues, alleys or road rights-of-way and public places so eliminated.

**6. COUNTY'S RESERVATION OF RIGHT TO MAINTAIN AND GRANT
UTILITY FRANCHISES AND PERMITS AND TO AGREE FOR
COMPATIBLE USE PURPOSES.**

(A) The COUNTY reserves the right for utility franchise and permit holders to enter upon the Occupied Premises to maintain facilities and, for itself, to grant utility franchises and/ or permits within the Occupied Premises. Such installation will be accomplished in such a manner as to minimize any disruption to the SERVICE PROVIDER. The franchise/ permit holder will be required to restore paving, grading or landscaping damaged by the installation. The COUNTY also reserves the right to withdraw portions of the Occupied Premises for uses such as, but not limited to, telecommunications transmission sites, which the COUNTY determines to be reasonable compatible with SERVICE PROVIDER's authorized use of Occupied Premises.

(B) The SERVICE PROVIDER will not disturb markers installed by a franchise / permit holder and will contact and provide notice to the franchise / permit holder and all owners of underground facilities by notifying the Underground Utilities Location Center at 1-800-424-5555 prior to any excavation, so that the franchise / permit holder may locate the utility, per 19.122.030 RCW. The SERVICE PROVIDER shall not damage installed underground utilities.

(C) Utility improvements by SERVICE PROVIDER, within the COUNTY right-of-way, shall comply with the WSDOT Utilities Manual and Accommodation Policy set forth in Chapter 468-34 WAC and any amendments thereto. SERVICE PROVIDER shall assure that all necessary franchises and permits are obtained from the COUNTY prior to installation on the Occupied Premises, and SERVICE PROVIDER shall comply with all terms and conditions contained within said franchise and permits. SERVICE PROVIDER shall maintain said franchises and permits for the duration of this Agreement.

7. COUNTY'S APPROVAL OF DESIGN AND CONSTRUCTION. The SERVICE PROVIDER covenants that any construction on the Occupied Premises will not damage, threaten to damage, or otherwise adversely affect any part or element of the County road or its operation. Any proposed revisions to the tourist information facility shall require submittal of two (2) sets of complete plans, details, and specification, thereto for grading and all improvements proposed to be placed on the Occupied Premises to the Island County Planning & Community Development. All work shall be done in conformity with the plans and specifications as reviewed and approved by Island County Public works and Island County Planning & Community Development. SERVICE PROVIDER shall obtain all necessary permits.

8. ENCUMBRANCES. It is expressly understood that the SERVICE PROVIDER shall not encumber the Occupied Premises.

9. INSURANCE. The SERVICE PROVIDER must have satisfactory insurance coverage.



(A) The SERVICE PROVIDER's insurance policy must provide liability coverage for the Occupied Premises, including public liability coverage for bodily injury, property damage, and personal injury of not less than \$1,000,000 combined single limit per occurrence, with a general aggregate amount of not less than \$2,000,000 per policy period. In the event the SERVICE PROVIDER, after commencement of this Agreement, elects to terminate its self-insured status and secure commercial liability coverage, SERVICE PROVIDER will promptly notify the COUNTY, promptly secure insurance coverage as designated herein or as amended by the COUNTY and promptly provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington.

(B) Coverage in the minimum amount set forth herein shall not be construed to relieve the SERVICE PROVIDER from liability in excess of such coverage. The SERVICE PROVIDER agrees that the COUNTY may require increases in said coverage by written notice to the SERVICE PROVIDER, as the COUNTY deems reasonable and necessary. Further, no changes whatsoever shall be initiated as to the coverage required above without prior written approval by the COUNTY and written authorization by the COUNTY to make any requested changes.

10. INDUSTRIAL INSURANCE WAIVER. With respect to the performance of this access agreement and as to claims against the COUNTY, its officers, agents and employees, the SERVICE 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 the Agreement extend to any claim brought by or on behalf of any employee of the SERVICE PROVIDER against the COUNTY. The parties mutually negotiated this waiver in the Agreement.

11. HOLD HARMLESS/INDEMNIFICATION. The SERVICE PROVIDER, its successors and assigns, will protect, save, and hold harmless the COUNTY, its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the SERVICE PROVIDER, its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities associated with the Agreement. The SERVICE PROVIDER further agrees to defend the COUNTY, its agents or employees, in any litigation, including payment of any costs or attorneys' fees, for any claims or actions commenced, arising out of, or in connection with acts or activities associated with the Agreement, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Occupied Premises.

The indemnification provisions contained in this section shall survive the termination of this Agreement.

12. NONDISCRIMINATION. The SERVICE PROVIDER, for itself, its successors and assigns, as part of the consideration hereof, does hereby agree to comply with all civil rights and anti-discrimination requirements of Chapter 49.60 RCW.



13. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT. In the services, programs, and / or activities funded through this agreement, the SERVICE PROVIDER must comply with the Americans with Disabilities Act of 1990, 42 USC Sections 12101-12213, also referred to as the "ADA," and the rules, 28 CFR part 35, to the same extent that the COUNTY would be required to comply. This act provides comprehensive civil rights protections to qualified individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.

14. ASSIGNMENT. Neither this Agreement nor any rights created by it may be assigned, sublet, or transferred in written or oral form.

15. TERMINATION.

(A) This Agreement may be terminated without penalty or further liability as follows:

(1) Immediately by the COUNTY, if the COUNTY or the State of Washington deems that a transportation emergency exists.

(2) Immediately by the COUNTY, upon the unauthorized assignment of the Agreement by SERVICE PROVIDER.

(3) Immediately by the COUNTY, if a receiver is appointed to take possession of SERVICE PROVIDER's assets, if the SERVICE PROVIDER makes a general assignment for the benefit of creditors, or if the SERVICE PROVIDER becomes insolvent or takes or suffers action under the Bankruptcy Act.

(4) Immediately by the COUNTY, if SERVICE PROVIDER'S insurance coverage, as required herein, lapses for any reason. In such event, the COUNTY may, at its option, barricade access to the Occupied Premises.

(5) Upon thirty (30) days written notice by the COUNTY, if SERVICE PROVIDER defaults and fails to cure such default within the 30-day period, or such longer period, as may be determined by the COUNTY, if SERVICE PROVIDER is diligently working to cure the default. Waiver or acceptance of any default of the terms of this Agreement by the COUNTY shall not operate as a release of the SERVICE PROVIDER's responsibilities for any prior or subsequent default.

(6) Upon thirty (30) days written notice by the COUNTY, if SERVICE PROVIDER defaults on any provision in this Agreement and is notified by the COUNTY of the default two (2) times within a six (6) month period. The third default shall be deemed "non-curable."



(7) Upon thirty (30) days written notice by the COUNTY if the COUNTY determines that the Occupied Premises have ceased to be used or have been abandoned by the SERVICE PROVIDER for a continuous period of ninety (90) days.

(8) Upon one hundred eighty (180) days written notice by the COUNTY, for priority transportation purposes, as determined by the COUNTY or the State of Washington. If this Agreement is terminated for road construction or reconstruction, and the COUNTY determines that it is necessary to move the tourist information facility, it will be moved in coordination with the COUNTY and SERVICE PROVIDER. Any costs incurred; as a result of this will be the responsibility of the SERVICE PROVIDER.

(9) Upon one hundred eighty (180) days written notice by the SERVICE PROVIDER or its successor, provided that SERVICE PROVIDER or its successor obliterates the access connection to the Occupied Premises prior to termination, if so directed by COUNTY.

16. SURRENDER OF OCCUPIED PREMISES AND REMOVAL OF SERVICE PROVIDER'S IMPROVEMENTS AND PERSONAL PROPERTY.

(A) Upon termination of this Agreement, the SERVICE PROVIDER shall cease its operations on and / or use of the Occupied Premises. In the event the SERVICE PROVIDER fails to vacate the Occupied Premises on the date of termination, the SERVICE PROVIDER shall be liable for any and all costs to the COUNTY arising from such failure. As used herein, "vacate" shall include preventing use of the Occupied Premises by the public.

(B) Upon termination of this Agreement, SERVICE PROVIDER agrees, if so directed by the COUNTY, to obliterate the tourist information facility, remove all improvements and personal property, and / or provide erosion control treatment at its own expense and to the COUNTY's satisfaction.

(C) The SERVICE PROVIDER shall accomplish the above work by the date of termination. If, after termination of this Agreement, the SERVICE PROVIDER has not removed its improvements and / or personal property within the time allowed, the COUNTY, may, but need not, remove and dispose of said improvements and / or personal property at the expense of the SERVICE PROVIDER and the SERVICE PROVIDER shall reimburse the COUNTY for any expense incurred by the COUNTY in connection with such removal or disposal within thirty (30) days of the date of the COUNTY's invoice.

17. NO RELATIONSHIP ESTABLISHED. The COUNTY shall in no event be construed to be a partner, associate of, or joint venture with the SERVICE PROVIDER or any party associated with the SERVICE PROVIDER. The SERVICE PROVIDER shall not create any obligation or responsibility on behalf of the COUNTY or bind the COUNTY in any manner.



18. **BINDING CONTRACT.** This Agreement shall not become binding upon the COUNTY and until executed for the COUNTY by the Board of Island County Commissioners.

19. **ATTORNEY'S FEES.** In the event of any controversy, claim, or dispute arising out of this Agreement, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorneys' fees and costs.

20. **MODIFICATIONS.** This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto.

21. **INTERPRETATION.** This Agreement shall be governed by an interpreted in accordance with the laws of the State of Washington. The titles to paragraphs or sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

22. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. **VENUE.** SERVIE PROVIDER agrees that the venue of any action or suit concerning this Agreement shall be in the Island County Superior Court. The SERVICE PROVIDER agrees to accept service of process at the address provided herein.

24. **NOTICES.** Wherever in this Agreement written notices are to be given or made, they will be sent by certified or overnight mail addressed to the parties at the address listed below unless a different address had been designated in writing and delivered to the other party.

(A) Board of Island County Commissioners
P.O. Box 5000
Coupeville, WA 98239

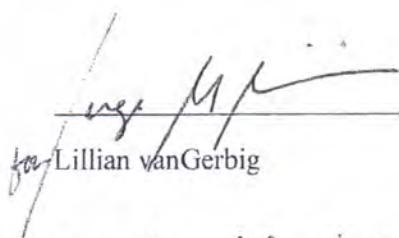
(B) Langley Chamber of Commerce
208 Anthes Avenue
P.O. Box 403
Langley, WA 98260

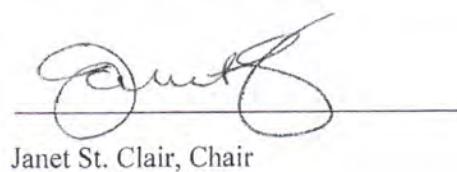


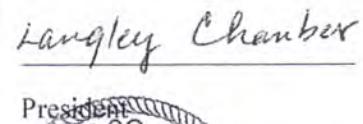
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed
this 4th day of March, 2023.

LANGLEY
CHAMBER OF COMMERCE

BOARD OF ISLAND COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON


for Lillian vanGerbig

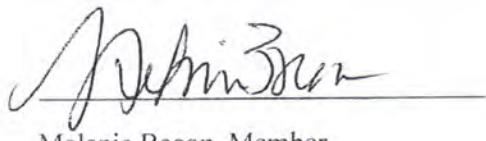

Janet St. Clair, Chair


Langley Chamber

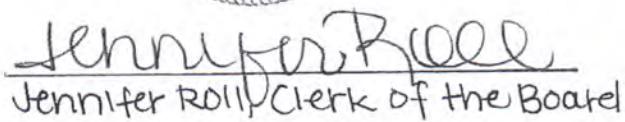
President

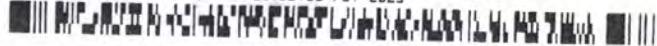



Jill Johnson, Member


Jill Johnson

Melanie Bacon, Member


Jennifer Roll
Jennifer Roll, Clerk of the Board





GENERAL PERMIT

RMIT NO. 060105 LD

DISTRICT NO. 1

Name and Address of Applicant:

Langley South Whidbey Chamber of Com.

O. Box 403

Langley WA 98260

The Applicant, hereinafter referred to as the "Grantee", having applied for a permit to landscape with low growing shrubs, seed with grass, and maintain a quadrant of SR 525 right of way existing behind the ditch, to the right of way line between the intersection of Langley Road and SR 525 to approximately 225 feet north of the intersection.

In a portion of State Route No. 525 in Island County, Washington, the Washington State Department of Transportation or its designee, hereinafter referred to as the "Department", hereby orders that this permit be granted, subject to the terms and provisions stated upon the reverse hereof and Exhibits attached hereto and by this reference made a part hereof:

Exhibit "A" Special Provision for Highway Encroachments:

1. No plantings shall obstruct sight visibility to SR 525 from Langley Road or the existing access. See exhibit "B" for landscaping plan.
2. Advertising signs, permanent or temporary, within the R/W are not permitted.
3. Customer parking (out side of designated parking area) within R/W is not permitted.
4. Control of Noxious weeds within the permitted area of R/W will be the responsibility of the Grantee.
5. If Grantee fails to maintain the landscape area as permitted, WSDOT will revoke permit and landscaping will be removed at Grantee's expense.
6. No disruption of traffic on SR 525 will be permitted.

This permit shall be void unless the work herein contemplated shall have been completed before:

This permit will remain in effect until terminated by either party.

This permit is accepted and approved by the Grantee subject to the terms and provisions as herein set forth.

GRANTEE

Mark J. Davis

DEPARTMENT OF TRANSPORTATION

By:

Mark J. Davis

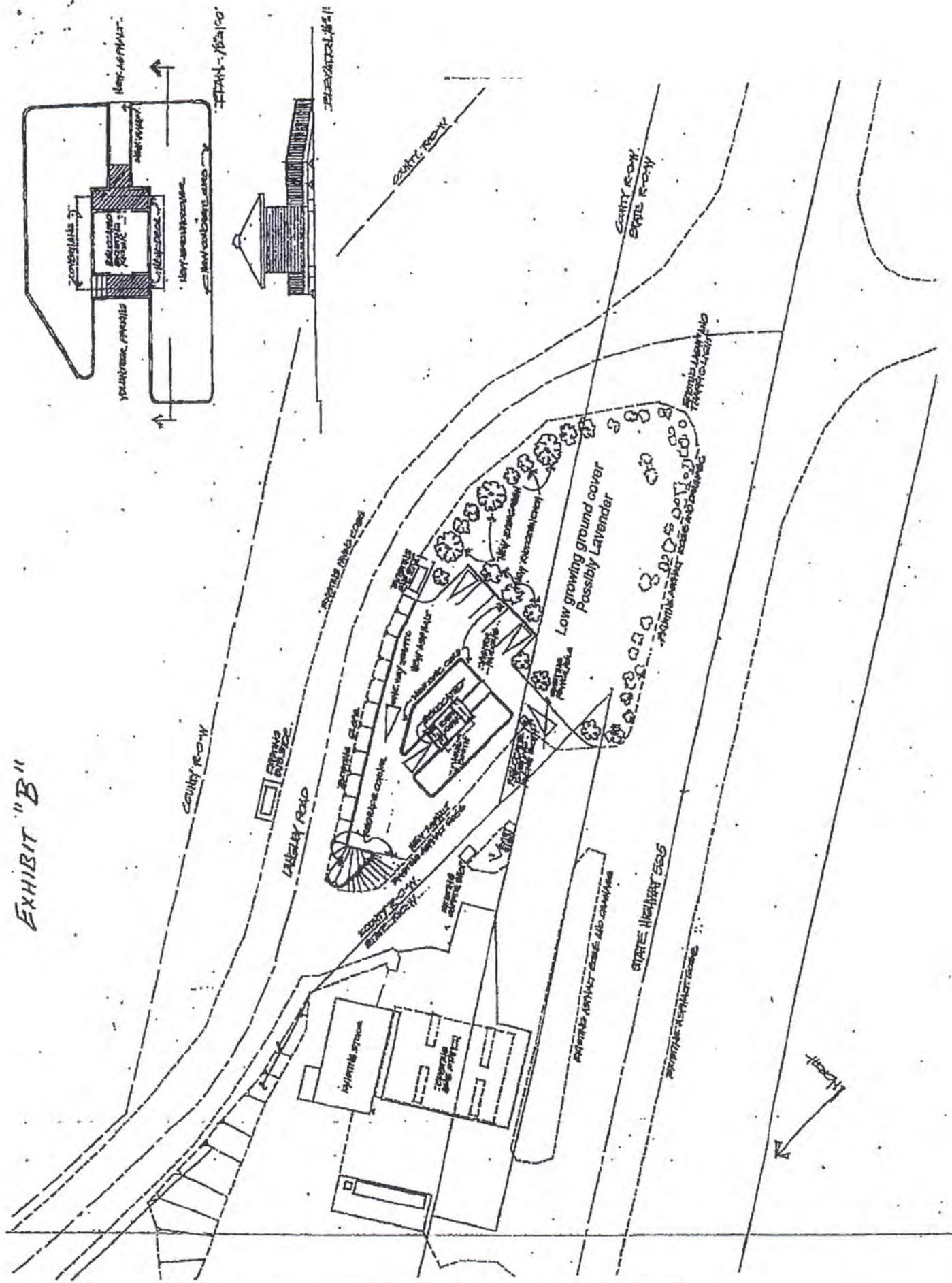
Title: Maintenance Operations Assistant Superintendent

Date: JUNE 16, 2005

Date: 6-21-05

Time Phone: (360) 221-4765

EXHIBIT "B"





4152195
Page: 1 of 11
10/26/2005 10:37A

ISLAND COUNTY AUDITOR

AGR

After Recording Return to:
Island County Public Works

Document Title: Tourism Promotion and Right-of-Way Occupancy Agreement
Landlord: Island County
Tenant(s): The Langley Chamber of Commerce
Assessor's Tax Parcel Number: County Road Right-of-Way - Langley Road
Washington State Department of Transportation
Right-of-Way - SR 525
Southeast Quarter (SE 1/4), Southeast Quarter (SE 1/4),
Section 15, Township 29 North, Range 2 E., W.M.

TOURISM PROMOTION AND RIGHT-OF-WAY OCCUPANCY AGREEMENT

THIS IS AN AGREEMENT made and entered into by and between ISLAND COUNTY, hereinafter referred to as COUNTY, and THE Langley CHAMBER OF COMMERCE, a Washington non-profit corporation, doing business as the Langley South Whidbey Chamber of Commerce, hereinafter referred to as SERVICE PROVIDER.

WHEREAS, the COUNTY is authorized to engage in tourism promotion by RCW 36.32.450 and may do so either through its own officials/employees or by contract with others;

WHEREAS, the SERVICE PROVIDER desires to provide the COUNTY with tourism promotion services on COUNTY owned right-of-way;

WHEREAS, the right-of-way to be occupied is not presently needed exclusively for road purposes; and

WHEREAS, the SERVICE PROVIDER desires to construct, maintain and operate a tourist information facility adjacent to and on County road right-of-way known as Langley Road and Washington State Highway right-of-way known as State Route 525 (SR 525) and requires a connection to said County road; and

WHEREAS, the COUNTY has the authority to grant occupancy of right-of-way to the SERVICE PROVIDER under RCW 36.75.040(5) and ICC 2.31.160;



ISLAND COUNTY AUDITOR

4152195
Page: 2 of 11
10/26/2005 10:37A

AGR

WHEREAS, the State of Washington Department of Transportation (WSDOT) has given the SERVICE PROVIDER authority to occupy that portion of SR 525 that lies adjacent to and in the vicinity of County road right-of-way known as Langley Road under Washington State Department of Transportation General Permit No. CS 1530, SR 525 dated June 21, 2005, being more particularly described in Attachment A attached hereto and;

WHEREAS, the COUNTY deems it to be in the best public interest to enter into this Tourism Promotion and Right-of-Way Occupancy Agreement;

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

1. **OCCUPIED PREMISES.** The COUNTY hereby grants to the SERVICE PROVIDER permission to construct, maintain, and operate a tourist information facility, in order to provide a service for the public, on that portion of County road right-of-way known as Langley Road. The SERVICE PROVIDER shall obtain all necessary permits, e.g. building permit, as required by law. Said portion of county road right-of-way being located along the east side of parcel 018-556, more specifically known as Lot C of Short Plat 71-14, lying westerly of Langley Road and situated in the Southeast Quarter (SE ¼), Southeast Quarter (SE ¼) of Section 15, Township 29 North, Range 3 East, W.M., all in Island County, Washington. WSDOT, through General Permit No. CS 1530, SR 525, dated June 21, 2005, granted permission to use WSDOT right-of-way.

2. **TERM.** The term of this Agreement is Five (5) years, commencing on the date of approval by the Board of County Commissioners, subject to early termination under the provisions of Section 15.

3. **RENEWAL.** Upon expiration of the initial term, this Agreement may be renewed by the SERVICE PROVIDER for two additional Five (5) year periods, ("Renewal Period"), at the discretion of the COUNTY; provided that

(A) the SERVICE PROVIDER is not in default and has not been in default during the term of this Agreement,

(B) the property is not needed for a priority transportation purpose, as determined by the COUNTY or the State of Washington,

(C) SERVICE PROVIDER's continued use under this Agreement does not impair the safety or operation of the COUNTY's road or WSDOT's highway, as solely determined by the COUNTY, and

(D) the terms and conditions of this Agreement conform to then existing County policies or practices, laws, regulations and contracts, or provided SERVICE PROVIDER is willing to amend this Agreement to bring it into compliance with such policies, practices, laws, regulations, and contracts.



The Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policies, practices, laws, regulations or contracts and as reflected in a written amendment signed by both parties. SERVICE PROVIDER shall give notice of its intent to renew this Agreement for the Renewal Period (s) not less than ninety (90) days, but not more than six (6) months, prior to the expiration of the Agreement, or any extension thereof.

4. CONSIDERATION. In lieu of paying economic rent for the occupied property, the SERVICE PROVIDER agrees to provide, at its expense, other specific consideration, which is deemed to be a county road benefit. The consideration for the benefits granted to the SERVICE PROVIDER in this Tourism Promotion and Right-of-Way Occupancy Agreement shall be improved motorist safety and convenience by providing traveler information, which will be accomplished by the SERVICE PROVIDER'S placement and operation on the premises described above in Section 1. OCCUPIED PREMISES of:

(A) a tourist information facility (Kiosk) and landscaping as more particularly depicted in the site plan attached hereto as Attachment A – Exhibit B; and

(B) related signage for vehicular traffic and pedestrians, as approved by the COUNTY. The placement of the Kiosk as depicted on the attached site plan, the landscaping, and the required signage are intended to provide separation of motor vehicle traffic from pedestrians, cyclists, and other non-motorized traffic. The Kiosk, landscaping, and signage shall be maintained by SERVICE PROVIDER in hazard-free condition and as good appearance as reasonable approved by the COUNTY; and

(C) any utilities considered necessary by the SERVICE PROVIDER for the safe and efficient use of the facility such as telephone and electrical power.

5. USE OF OCCUPIED PREMISES.

(A) In using the Occupied Premises, the SERVICE PROVIDER shall comply with all policies and regulations adopted or hereafter promulgated by the COUNTY relative to the location, operation, and maintenance of improvements located on the Occupied Premises. No additional access to the Occupied Premises will be constructed or allowed to be constructed by or for the SERVICE PROVIDER without the COUNTY's prior written approval. All grading and construction plans and any changes therefore are subject to approval by the COUNTY.

(B) The SERVICE PROVIDER shall perform or cause to be performed at its expense all maintenance of the granted Occupied Premises, that will include, but not be limited to, keeping the Occupied Premises in good condition, both as to safety and appearance, to the satisfaction of the COUNTY.

(C) Whenever any of the streets, avenues, alleys or road rights-of-way or public places designated in this agreement shall be eliminated from the County jurisdiction by reason of the incorporation or annexation to a city, then all the rights, privileges and agreements granted to SERVICE PROVIDER in this agreement shall



terminate in respect to the streets, avenues, alleys or road rights-of-way and public places so eliminated.

**6. COUNTY'S RESERVATION OF RIGHT TO MAINTAIN AND GRANT
UTILITY FRANCHISES AND PERMITS AND TO AGREE FOR COMPATIBLE USE
PURPOSES.**

(A) The COUNTY reserves the right for utility franchise and permit holders to enter upon the Occupied Premises to maintain facilities and, for itself, to grant utility franchises and/or permits within the Occupied Premises. Such installation will be accomplished in such a manner as to minimize any disruption to the SERVICE PROVIDER. The franchise/permit holder will be required to restore paving, grading or landscaping damaged by the installation. The COUNTY also reserves the right to withdraw portions of the Occupied Premises for uses such as, but not limited to, telecommunications transmission sites, which the COUNTY determines to be reasonably compatible with SERVICE PROVIDER's authorized use of Occupied Premises.

(B) The SERVICE PROVIDER will not disturb markers installed by a franchise/permit holder and will contact and provide notice to the franchise/permit holder and all owners of underground facilities by notifying the Underground Utilities Location Center at 1-800-424-5555 prior to any excavation, so that the franchise/permit holder may locate the utility, per 19.122.030 RCW. The SERVICE PROVIDER shall not damage installed underground utilities.

(C) Utility improvements by SERVICE PROVIDER, within the County right-of-way, shall comply with the WSDOT Utilities Manual and Accommodation Policy set forth in Chapter 468-34 WAC and any amendments thereto. SERVICE PROVIDER shall assure that all necessary franchises and permits are obtained from the COUNTY prior to installation on the Occupied Premises, and SERVICE PROVIDER shall comply with all terms and conditions contained within said franchise and permits. SERVICE PROVIDER shall maintain said franchises and permits for the duration of this Agreement.

7. COUNTY'S APPROVAL OF DESIGN AND CONSTRUCTION. The SERVICE PROVIDER covenants that any construction on the Occupied Premises will not damage, threaten to damage, or otherwise adversely affect any part or element of the County road or its operation. Any proposed revisions to the tourist information facility shall require submittal of two sets of complete plans, details, and specifications, thereto for grading and all improvements proposed to be placed on the Occupied Premises to the Island County Planning & Community Development. All work shall be done in conformity with the plans and specifications as reviewed and approved by Island County Public Works and Island County Planning & Community Development. SERVICE PROVIDER shall obtain all necessary permits.

8. ENCUMBRANCES. It is expressly understood that the SERVICE PROVIDER shall not encumber the Occupied Premises.



9. **INSURANCE.** The SERVICE PROVIDER must have satisfactory insurance coverage.

(A) The SERVICE PROVIDER's insurance policy must provide liability coverage for the Occupied Premises, including public liability coverage for bodily injury, property damage, and personal injury of not less than \$1,000,000 combined single limit per occurrence, with a general aggregate amount of not less than \$2,000,000 per policy period. In the event the SERVICE PROVIDER, after commencement of this Agreement, elects to terminate its self-insured status and secure commercial liability coverage, SERVICE PROVIDER will promptly notify the COUNTY, promptly secure insurance coverage as designated herein or as amended by the COUNTY and promptly provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington.

(B) Coverage in the minimum amount set forth herein shall not be construed to relieve the SERVICE PROVIDER from liability in excess of such coverage. The SERVICE PROVIDER agrees that the COUNTY may require increases in said coverage by written notice to the SERVICE PROVIDER, as the COUNTY deems reasonable and necessary. Further, no changes whatsoever shall be initiated as to the coverage required above without prior written approval by the COUNTY and written authorization by the COUNTY to make any requested changes.

10. **INDUSTRIAL INSURANCE WAIVER.** With respect to the performance of this access agreement and as to claims against the COUNTY, its officers, agents and employees, the SERVICE 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 SERVICE PROVIDER against the COUNTY. The parties mutually negotiated this waiver in this Agreement.

11. **HOLD HARMLESS/INDEMNIFICATION.** The SERVICE PROVIDER, its successors and assigns, will protect, save, and hold harmless the COUNTY, its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the SERVICE PROVIDER, its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities associated with this Agreement. The SERVICE PROVIDER further agrees to defend the COUNTY, its agents or employees, in any litigation, including payment of any costs or attorneys' fees, for any claims or actions commenced, arising out of, or in connection with acts or activities associated with this Agreement, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Occupied Premises.

The indemnification provisions contained in this section shall survive the termination of this Agreement.



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12. **NONDISCRIMINATION.** The SERVICE PROVIDER, for itself, its successors and assigns, as part of the consideration hereof, does hereby agree to comply with all civil rights and anti-discrimination requirements of Chapter 49.60 RCW.

13. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT.** In the services, programs, and/or activities funded through this agreement, the SERVICE PROVIDER must comply with the Americans with Disabilities Act of 1990, 42 USC Sections 12101-12213, also referred to as the "ADA," and the rules, 28 CFR part 35, to the same extent that the COUNTY would be required to comply. This act provides comprehensive civil rights protections to qualified individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.

14. **ASSIGNMENT.** Neither this Agreement nor any rights created by it may be assigned, sublet, or transferred in written or oral form.

15. **TERMINATION.**

(A) This Agreement may be terminated without penalty of further liability as follows:

- (1) Immediately by the COUNTY, if the COUNTY or the State of Washington deems that a transportation emergency exists.
- (2) Immediately by the COUNTY, upon the unauthorized assignment of this Agreement by SERVICE PROVIDER.
- (3) Immediately by the COUNTY, if a receiver is appointed to take possession of SERVICE PROVIDER's assets, if the SERVICE PROVIDER makes a general assignment for the benefit of creditors, or if the SERVICE PROVIDER becomes insolvent or takes or suffers action under the Bankruptcy Act.
- (4) Immediately by the COUNTY, if SERVICE PROVIDER's insurance coverage, as required herein, lapses for any reason. In such event, the COUNTY may, at its option, barricade access to the occupied Premises.
- (5) Upon thirty (30) days written notice by the COUNTY, if SERVICE PROVIDER defaults and fails to cure such default within the 30-day period, or such longer period, as may be determined by the COUNTY, if SERVICE PROVIDER is diligently working to cure the default. Waiver or acceptance of any default of the terms of this Agreement by the COUNTY shall not operate as a release of the SERVICE PROVIDER's responsibilities for any prior or subsequent default.
- (6) Upon thirty (30) days written notice by the COUNTY, if SERVICE PROVIDER defaults on any provision in this Agreement and is notified by the



COUNTY of the default two (2) times within a six (6) month period. The third default shall be deemed "non-curable."

(7) Upon thirty (30) days written notice by the COUNTY if the COUNTY determines that the Occupied Premises have ceased to be used or have been abandoned by the SERVICE PROVIDER for a continuous period of ninety (90) days.

(8) Upon one hundred eighty (180) days written notice by the COUNTY, for priority transportation purposes, as determined by the COUNTY or the State of Washington. If this Agreement is terminated for road construction or reconstruction, and the COUNTY determines that it is necessary to move the tourist information facility, it will be moved in coordination with the COUNTY and SERVICE PROVIDER. Any costs incurred; as a result of this will be the responsibility of the SERVICE PROVIDER .

(9) Upon one hundred eighty (180) days written notice by the SERVICE PROVIDER or its successor, provided that SERVICE PROVIDER or its successor obliterates the access connection to the Occupied Premises prior to termination, if so directed by the COUNTY.

16. SURRENDER OF OCCUPIED PREMISES AND REMOVAL OF SERVICE PROVIDER'S IMPROVEMENTS AND PERSONAL PROPERTY.

(A) Upon termination of this Agreement, the SERVICE PROVIDER shall cease its operations on and/or use of the Occupied Premises. In the event the SERVICE PROVIDER fails to vacate the Occupied Premises on the date of termination, the SERVICE PROVIDER shall be liable for any and all costs to the COUNTY arising from such failure. As used herein, "vacate" shall include preventing use of the Occupied Premises by the public.

(B) Upon termination of this Agreement, SERVICE PROVIDER agrees, if so directed by the COUNTY, to obliterate the tourist information facility, remove all improvements and personal property, and/or provide erosion control treatment at its own expense and to the COUNTY's satisfaction.

(C) The SERVICE PROVIDER shall accomplish the above work by the date of termination. If, after termination of this Agreement, the SERVICE PROVIDER has not removed its improvements and/or personal property within the time allowed, the COUNTY, may, but need not, remove and dispose of said improvements and/or personal property at the expense of the SERVICE PROVIDER and the SERVICE PROVIDER shall reimburse the COUNTY for any expense incurred by the COUNTY in connection with such removal or disposal within thirty (30) days of the date of the COUNTY's invoice.

17. NO RELATIONSHIP ESTABLISHED. The COUNTY shall in no event be construed to be a partner, associate of, or joint venture with the SERVICE PROVIDER or any



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party associated with the SERVICE PROVIDER. The SERVICE PROVIDER shall not create any obligation or responsibility on behalf of the COUNTY or bind the COUNTY in any manner.

18. **BINDING CONTRACT.** This Agreement shall not become binding upon the COUNTY and until executed for the COUNTY by the Board of County Commissioners.

19. **ATTORNEY'S FEES.** In the event of any controversy, claim, or dispute arising out of this Agreement, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorneys' fees and costs.

20. **MODIFICATIONS.** This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto.

21. **INTERPRETATION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. The titles to paragraphs or sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

22. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. **VENUE.** SERVICE PROVIDER agrees that the venue of any action or suit concerning this Agreement shall be in the Island County Superior Court. The SERVICE PROVIDER agrees to accept service of process at the address provided herein.

24. **NOTICES.** Wherever in this Agreement written notices are to be given or made, they will be sent by certified or overnight mail addressed to the parties at the address listed below unless a different address has been designated in writing and delivered to the other party.

(A) Board of County Commissioners
P.O. Box 5000
Coupeville WA 98239

(B) Langley Chamber of Commerce
208 Anthes Avenue
P.O. Box 403
Langley WA 98260



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ISLAND COUNTY AUDITOR

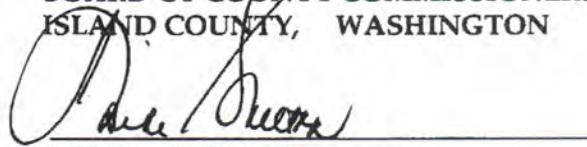
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this
3 day of OCTOBER, 2005.

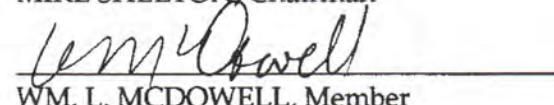
LANGLEY
CHAMBER OF COMMERCE

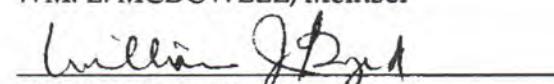

Dann Schroader

President

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON


Mike Shelton, Chairman


Wm. L. McDowell, Member


William J. Byrd
WILLIAM J. BYRD, Member

ATTEST: 
ELAINE MARLOW
Clerk of the Board





GENERAL PERMIT

RMIT NO. 060105 LD

DISTRICT NO. 1

Name and Address of Applicant:

Langley South Whidbey Chamber of Com.
O. Box 403
Langley WA 98260



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ISLAND COUNTY AUDITOR

AGR

The Applicant, hereinafter referred to as the "Grantee", having applied for a permit to
Landscape with low growing shrubs, seed with grass, and maintain a quadrant of SR 525 right of way
existing behind the ditch, to the right of way line between the intersection of Langley Road and SR 525 to
approximately 225 feet north of the intersection.

In a portion of State Route No. 525 in Island County, Washington, the Washington State
Department of Transportation or its designee, hereinafter referred to as the "Department", hereby orders that
a permit be granted, subject to the terms and provisions stated upon the reverse hereof and Exhibits attached
hereto and by this reference made a part hereof:

Exhibit "A" Special Provision for Highway Encroachments:

1. No plantings shall obstruct sight visibility to SR 525 from Langley Road or the existing access. See exhibit "B" for landscaping plan.
2. Advertising signs, permanent or temporary, within the R/W are not permitted.
3. Customer parking (out side of designated parking area) within R/W is not permitted.
4. Control of Noxious weeds within the permitted area of R/W will be the responsibility of the Grantee.
5. If Grantee fails to maintain the landscape area as permitted, WSDOT will revoke permit and landscaping will be removed at Grantee's expense.
6. No disruption of traffic on SR 525 will be permitted.

This permit shall be void unless the work herein
contemplated shall have been completed before:

This permit will remain in effect until Terminated by either party.

This permit is accepted and approved by the
Grantee subject to the terms and provisions as
herein set forth.

RANTEE

Langley Co. Chambre

DEPARTMENT OF TRANSPORTATION

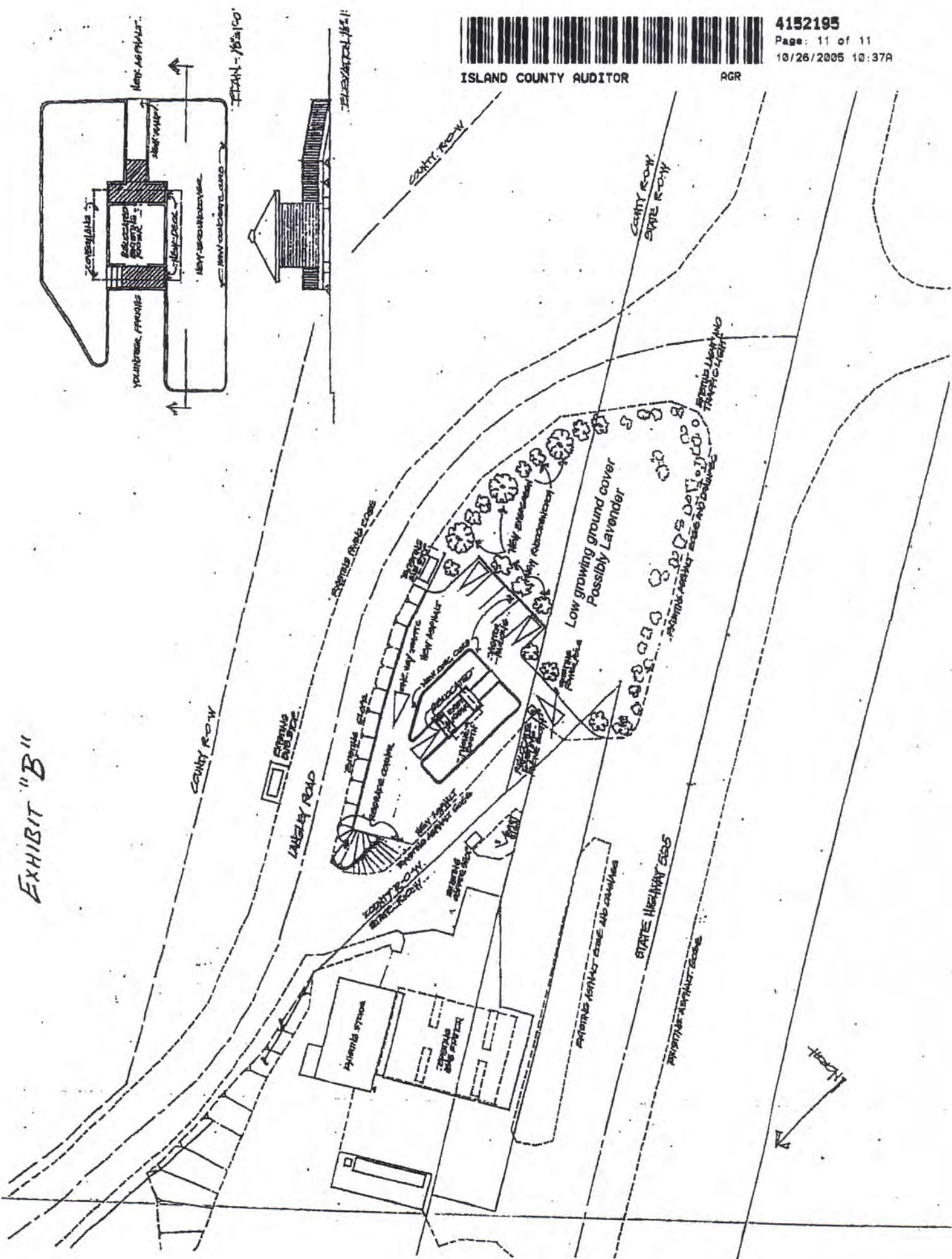
By: Kim J. Davis

: PRESIDENT OF CHAMBER OF CHAMBER Title: Maintenance Operations Assistant Superintendent

Date: JUNE 16, 2005 Date: 6-21-05

Time Phone: (360) 221-4705

EXHIBIT "B"



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ISLAND COUNTY AUDITOR

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**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON**

**IN THE MATTER OF AMENDING ISLAND
COUNTY CODE CHAPTER 9.08A, FIREWORKS**

ORDINANCE NO. C- 23

WHEREAS, in 1961, the State of Washington adopted the State Fireworks Law;

WHEREAS, in 1982, the Washington State Legislature adopted Substitute House Bill 1149, which significantly amended the 1961 State Fireworks Law;

WHEREAS, pursuant to RCW 70.77.250(4), the State Fireworks Law as amended provides that a county may adopt an ordinance imposing more restrictive regulations than the state fireworks laws, but such regulations that are more restrictive than the state fireworks laws shall have an effective date no sooner than one year after its adoption;

WHEREAS, the Board of County Commissioners ("Board") has determined it to be in the best interests of the citizens of Island County, pursuant to the Washington State Constitution Article XI, Section 11, RCW 36.32.120(7), and RCW 70.77.250(4), to limit the use and discharge of consumer fireworks in unincorporated Island County to only those times as shown on Exhibit "A" attached herein beginning July 3 and ending July 4 and also on New Year's Eve as allowed per state law;

WHEREAS, the Board has also determined it to be in the best interests of the citizens of Island County to prohibit the use of mortar fireworks;

NOW, THEREFORE,

IT IS HEREBY ORDAINED that the Board hereby adopts the amendment to chapter 9.08A of the Island County Code as shown on Exhibit "A." Material underlined is added and stricken material is removed.

ADOPTED this _____ day of _____, 2023. Pursuant to RCW 70.77.250(4), the provisions of this ordinance that regulate fireworks in a manner more restrictive than the state fireworks law shall take effect one year from the date of adoption.

**BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON**

Janet St. Clair, Chair

Jill Johnson, Member

Melanie Bacon, Member

ATTEST:

Jennifer Roll,
Clerk of the Board

APPROVED AS TO FORM:


Pete Smiley
Civil Deputy Prosecuting Attorney and
Island County Code Reviser

EXHIBIT A
Amendments to ICC 9.08A

Chapter 9.08A – Fireworks

...

9.08A.010 - Fireworks regulations.

Fireworks in Island County are governed by the state fireworks law, chapter 70.77 RCW, and accompanying state regulations provided in chapter 212-17 WAC, as well as by this chapter. The more restrictive provisions apply in case of any conflict between state and local regulations.

In addition to fireworks prohibited by state law as identified above, mortar fireworks are prohibited in Island County except as permitted in section 9.08A.040.C.

9.08A.020 - Local fire official.

In unincorporated Island County, the local fire official, as that term is defined in RCW 70.77.177, is the Island County Sheriff or his or her designee and the local fire authority for purposes of this chapter is the Island County Sheriff's Office.

9.08A.030 - Definitions.

The definitions in chapter 70.77 RCW are incorporated herein. Also, the following definitions apply to this chapter:

Mortar fireworks means any shell designed for use with a container that includes a lift charge, a time fuse, a burst charge, and stars/effects, that in combination is designed to lift the shell out of the container, ignite the burst charge in the air, and cause the effects of noise and/or light. These are commonly referred to as mortar shells, festival balls, canisters, ball shells, reloadable shells, and onion balls.

Severe dry weather conditions means weather conditions that are so severe and dry that the Island County Fire Marshal may determine it appropriate to issue a Type II Burn Ban. The following criteria may be taken into consideration, but are not limited to: fuel moisture levels; predicted relative humidity; predicted temperature; predicted winds; drought scale; wildfire response level and impact of fire resources, as well as other criteria that may assist the Fire Marshal in making his or her determination.

9.08A.040 - Limitations on the use and discharge of fireworks.

A. Except as provided for in subsection B. below, consumer fireworks may only be lawfully used or discharged within the unincorporated areas of Island County, except within Island County park areas as prohibited in [section 9.40.420](#), during the following periods of time:

July 3 - between 9:00 a.m. and 11:00 p.m.

July 4 - between 9:00 a.m. and 12 midnight

~~July 5 - between 9:00 a.m. and 11:00 p.m.~~

December 31 - between 6:00 p.m. through 1:00 a.m. on January 1.

It is unlawful to use or discharge fireworks in Island County at all other times, except as may be provided in subsections B. and C. below.

B. If the Island County Fire Marshal has declared a Type II burn ban which includes a ban on the use and discharge of all fireworks in unincorporated Island County to be in effect during any of the time periods otherwise allowed in subsection A. above, then it shall be unlawful to use or discharge consumer fireworks during those times in unincorporated Island County while the Type II burn ban is in effect, unless the use and discharge of such fireworks are authorized by a permit issued by the local fire official pursuant to section 9.08A.040.D. as provided below.

C. The restrictions on the use and discharge of fireworks above shall not apply:

1. To the use of flares or fuses by motor or sail vessels or other transportation agencies for signal or illumination purposes or for use in forest protection activities as allowed under RCW 70.77.530 or those uses described in RCW 70.77.311;
2. To the assembling, compounding, use and display of special effects of whatever nature by any person engaged in the production of motion pictures, radio or television productions, or live entertainment such as theater and opera productions when such use and display is a necessary part of the production as authorized by RCW 70.77.146 and such person possesses a valid permit issued by the local fire official and meets the requirements of this chapter and RCW 70.77.535;
3. To the public display of fireworks authorized by permit issued by the local fire official; or
4. To the sale and use of toy paper caps containing not more than twenty-five hundredths grain of explosive compound for each cap and trick or novelty devices not classified as consumer fireworks.

D. To obtain a permit as referenced in section 9.08A.040.C.2. and 3., a permit application must include the following, in addition to any other requirement imposed in chapter 70.77 RCW, chapter 212-17 WAC, or as required to be provided on the face of the permit application required by the Island County Sheriff's Office:

1. Must include a site plan of the surrounding area from the discharge point of the fireworks;
2. Must include the name and license number of the licensed pyrotechnic operator;
3. Must include proof of insurance and/or bond as required by law; and
4. Must include a description of the firework display and what will be used in the display.

9.08A.050 - Fireworks may be prohibited during severe dry weather conditions.

During periods of severe dry weather conditions, the Island County Fire Marshal may declare and issue a temporary ban on the use and discharge of consumer fireworks in unincorporated Island County due to the heightened fire dangers. This decision will be made by the Island County Fire Marshal after consultation with the representatives of the fire districts in Island County, and departments of Island County, including the Board of Island County Commissioners. The Island County Fire Marshal can lift the ban at his or her discretion. The Island County Fire Marshal may issue such a temporary ban on the use and discharge of consumer fireworks in the unincorporated areas of Island County by issuing a Type II burn ban as authorized by [chapter 14.03B](#) of the Island County Code.

9.08A.060 - Seizure and forfeiture of fireworks.

The local fire official, or designee, or any law enforcement officer may seize any fireworks if such fireworks are being used or discharged, and fireworks which are part of the same group of fireworks being used or discharged, in violation of the provisions of chapter 70.77 RCW, or the more restrictive provisions of this chapter. If fireworks are seized and subsequently forfeited, then the disposal and sale of such fireworks must be done in accordance with RCW 70.77.440.

9.08A.070 - Enforcement.

The Island County Sheriff acting as the local fire official, or any law enforcement officer, is a law enforcement officer within the meaning of chapter 7.80 RCW and is authorized to enforce all provisions of this chapter and he/she may revoke any permit issued pursuant to this chapter upon any failure or refusal of the permittee to comply with the orders and directives of the local fire official or his/her designee.

9.08A.080 - Violations and penalties.

Any person violating or failing to comply with any provisions of this chapter is guilty of a Class I infraction and subject to a fine of up to two hundred fifty dollars (\$250.00).

9.08A.090 - Severability.

If any provision of this chapter is declared unconstitutional or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance codified in this chapter and the applicability thereof to other persons and circumstance shall not be affected thereby.

LAW & JUSTICE COUNCIL



Established per Resolution C-87-93 in accordance with RCW 72.09.300, composed of the following designated members or their selected representatives:

POSITION	MEMBER	REPRESENTING
1.	Jill Johnson	BOCC
2.	Carolyn Cliff	Superior Court Judge
3.	Christon Skinner	Superior Court Judge
4.	Megan Frazier	Superior Court Admin/JCS Admin
5.	Rick Felici	Island County Sheriff
6.	Jose Briones	Island County Jail
7.	Bill Hawkins	District Court Judge/Administrator
8.	Greg Banks	Prosecuting Attorney
9.	Debra Van Pelt	Island County Clerk
10.	Susan Geiger	IC Risk Manager/Public Defense Admin.
11.	Lynda Austin	MH & SA Treatment Providers
12.		Coupeville Police Department
13.		Oak Harbor Police Department
14.	Tom Pacher	Public Defenders Association
15.		Municipal Prosecutors
16.	Rob Diekman	Department of Corrections
17.		Coupeville Legislative Body
18.		Oak Harbor Legislative Body
19.		Coupeville School District
20.		Oak Harbor School District
21.		NCIS

Additionally, there are two citizen member representatives from each of the three County Commissioner Districts, with a **two-year term** to expire in staggered odd and even years, as follows:

POSITION	MEMBER	REPRESENTING	APPT. DATE	TERM EXPIRES
		Commissioner District #1		
1.	Mike Diamanti		09/25/18	09/20/24
2.	Diana Sandoval		05/18/21	05/18/23
		Commissioner District #2		
3.	VACANT			
4.	Terresa Hobbs		05/18/21	05/18/23
		Commissioner District #3		
5.	Kirk Augustine		02/15/22	02/15/24
6.	VACANT			

The Board received a request for reappointment from:

- Terresa Hobbs, District No. 2, Position No. 4

NOXIOUS WEED CONTROL BOARD

<https://www.islandcountywa.gov/234/Noxious-Weed-Control-Board>

I.C.C. 8.28 RCW 17.10.020. Resolution No. PA-72-3. Terms are **four years**.

POSITION	MEMBER	REPRESENTING	TERM EXPIRES
1.	VACANT	Section I	11/22/26
2.	Clark Bishop	Section II	07/06/23
3.	Jennifer Carlson	Section III	04/18/27
4.	Mark Systma	Section IV	
5.	Russ Holmes	Section V	07/06/24
6.	Sarah Bergquist	WSU Extension Office	N/A

The Board received a request for appointment from:

- Mark Systma (District IV)



2024

Island County

LEGEND

Island County Board of Commissioners Meetings
 1st, 2nd, 3rd & 4th Tuesday 10:00 am

Roundtable
 4th Tuesday 2:00 pm

Board of Health
 3rd Tuesday 1:00 pm

Work Session Meetings
 1st, 2nd & 3rd Wednesday 9:00 am

Holidays

Council of Governments
 4th Wednesday 9:00 am

All meetings are held in the Commissioners Hearing Room

Island County Annex Building
 1 NE 6th St.
 Room 102B Basement

Island County Board of Commissioners
 1 NE 7th Street
 Coupeville, WA 98239
 (360) 679-7354

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

February						
Su	M	Tu	W	Th	F	Sa
					1	2
	4	5	6	7	8	9
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
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November						
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December						
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29	30	31				



ISLAND COUNTY FACILITIES

WORK SESSION AGENDA

MEETING DATE: 12/13/2023

To: **Janet St. Clair, Chair**
Board of Island County Commissioners
From: **Ryan Beach, Director**

Amount of time requested for agenda discussion. **20 minutes**

Agenda Item No.: 1

Subject: Law & Justice Building Dover Elevator Modernization Proposal with TK Elevator; to replace two (Public and Prisoner) DMC elevators that are no longer in production and unsupported; Proposal dated October 13, 2023; RM-FAC-2023-423; Contract Cost: \$415,123.52.

Description: TKE (formerly Thyssen Krupp Elevator) is the original elevator manufacturer and has ceased production and support of the DMC line as of June 2023. Proposed upgrades include Non-Proprietary Controllers equipped with new solid-state starter; Battery Lowering Emergency Rescue Unit; Submersible Power Unit including motor, tank, isolation coupling, hydraulic valve, muffler, and shutoff valves; Door Operators; Main Car Operating Panels; ADA Code Compliant Help (Telephones). This project has been budgeted in REET 1 under the 2024 CIP.

Attachment: Purchase Order FAC-230706; Island County Contract Review; TKE Modernization Proposal, Sourcewell Contract 080420-TKE

Request: (Check boxes that apply)

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Complete

P.A. Review: Not Applicable

(Continued on next page)

Agenda Item No.: 2

Subject: Coupeville Campus Generator Replacement Program

Description: Millig Engineers has completed bid drawings and initial engineering for generator replacement at each of the major buildings on the Coupeville campus. This presentation offers several project options along with current project pricing from three installation contractors.

Attachment: Campus Generator Project Presentation

Request: *(Check boxes that apply)*

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input checked="" type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Complete

P.A. Review: Not Applicable

Modernization Proposal



ISLAND CO LAW and JUSTICE

October 13, 2023

Purchaser: Island County	Location: ISLAND CO LAW and JUSTICE
Address: 1 Ne 7th St	Address: 101 Ne 6th St
Coupeville, WA 98239	Coupeville, WA 98239

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering Island County (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$415,123.52** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2024.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Andrew Knudsen
Account Manager
andrew.knudsen@tkelevator.com
+1 425-263-0884

Modernization Proposal



SCOPE OF WORK

Grouping Name: PUBLIC ELEV #1

Equipment Type: Hydraulic

Speed: 100 fpm

3 Stops (2 Front /1 Rear)

Capacity: 2500 lbs.

Units Included

Building Address	Nickname	TKE Serial #
Island County Law & Justice Center	Public Elevator	US130305

Description of Work

Controller

- Tenant Security 3-1 (Card Reader)
- Remote BCC and Separate Machine Room Wiring for 2019 Code
- TAC 32 Controller (Includes Options listed below)
 - 24 VDC Signal Voltage
 - Auto Light and Fan Feature
 - Car Independent Service
 - Car Traveling Lantern Circuitry
 - Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
- Seismic Features
- Solid State Starters (6 or 12 leads) 460 / 575 VAC
- Battery Lowering in Controller
- eMax Monitoring Device Provisions

Jack

- Pipe Stands

Car

- Retainer Plates for Seismic (Omega Rails) for TKE guides only
- Omega Guide Shoes w/mounting plates (Dover/tkE rails only)
- Crosshead data tag (for existing car slings)
- 21" Toe guard
- Fan: Two Speed
- 5 Pin Lock with electric contact for Car Top Exit
- 2019 Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup
- Cab Wiring Material (200MK1)
- Work Light Receptacle for bottom of platform

Hoistway

Modernization Proposal



- HN Boxes (per each 2 cars, grouped)
- Base Wiring Package for 2019 Code
- Additional Hoistway Wiring for TAC 32 with Remote Machine Room
- Selector and magnets (terminal limits included) Existing Steel Tape to be reused
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

Pit

- Pit Stop Switch
- Pit Ladder 16" Wide

Cab

Door Equipment

- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Front
- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Rear
- Standard Clutch (Front) (for existing tkE HD operators or new UDO Drive only with new tkE clutch and pick-ups)
- Standard Clutch (Rear) (for existing tkE HD operators or new UDO Drive only with new tkE clutch and pick-ups)
- Micro Light 3D 2019 (Front)
- Micro Light 3D 2019 (Rear)
- Front Door Operator (SSSS) Additional Lead Time
- LD-16 Plus Drive Only (FRONT)
 - includes Car Top Inspection station (w/ alarm signal)
- LD-16 Plus Drive Only (REAR)
- Front Car Door and Hatch Side Restrictors (vanes) complete kit (Front)
- Rear Car Door and Hatch Side Restrictors (vanes) complete kit (Rear)
- 3D Cabsafe Components Package (Front)
- 3D Cabsafe Components Package (Rear)

Car Fixtures

- Smart Rescue Phone 5 Standalone
- Main Car Station Includes Options Below
 - Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Reuse Back Box
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
 - Fan
 - Light
 - Independent
 - Stop
 - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)

Modernization Proposal



- Handicap Signal (Passing signal)
- Two-way Communication Position Indicator
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Door Open rear / Door Close rear
- Emergency Light Test Button/Keyswitch
- TAC Serial Boards (Main)
- BCC Panel for Two-way Communication
- Two-way Communication Machine Room Equipment (Primary Box)
- Car Riding Lantern (Standard) #4 S/S (441)
- Car Riding Lantern (Standard) REAR #4 S/S (441)

Hall Fixtures

- Serial Boards for Hoistway Access
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Access Switch (in Hall Station)
- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame)
 - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Serial Boards for Front Risers
- Serial Boards for Rear Risers
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame)
 - Fusion (#4 S/S (304))
- Intermediate Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame)
 - Fusion (#4 S/S (304))

Modernization Proposal



Grouping Name: PRISONER ELEV #2

Equipment Type: Hydraulic

Speed: 100 fpm

3 Stops (2 Front /1 Rear)

Capacity: 2100 lbs.

Units Included

Building Address	Nickname	TKE Serial #
Island County Law & Justice Center	Prisoner Elevator	US130306

Description of Work

Controller

- Tenant Security 3-1 (Card Reader)
- Remote BCC and Separate Machine Room Wiring for 2019 Code
- TAC 32 Controller (Includes Options listed below)
 - 24 VDC Signal Voltage
 - Auto Light and Fan Feature
 - Car Independent Service
 - Car Traveling Lantern Circuitry
 - Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
- Seismic Features
- Solid State Starters (6 or 12 leads) 460 / 575 VAC
- Battery Lowering in Controller
- eMax Monitoring Device Provisions

Jack

- Pipe Stands

Car

- Retainer Plates for Seismic (Omega Rails) for TKE guides only
- Omega Guide Shoes w/mounting plates (Dover/tkE rails only)
- Crosshead data tag (for existing car slings)
- 21" Toe guard
- Fan: Two Speed
- 5 Pin Lock with electric contact for Car Top Exit
- 2019 Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup
- Cab Wiring Material (200MK1)
- Work Light Receptacle for bottom of platform

Hoistway

- HN Boxes (per each 2 cars, grouped)
- Base Wiring Package for 2019 Code

Modernization Proposal



- Additional Hoistway Wiring for TAC 32 with Remote Machine Room
- Selector and magnets (terminal limits included) Existing Steel Tape to be reused
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

Pit

- Pit Stop Switch
- Pit Ladder 16" Wide

Cab

Door Equipment

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- Front Door Operator (SSSS) Additional Lead Time
- LD-16 Plus Drive Only (FRONT)
 - includes Car Top Inspection station (w/ alarm signal)
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- Front Car Door and Hatch Side Restrictors (vanes) complete kit (Front)
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- 3D Cabsafe Components Package (Front)
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Car Fixtures

- Smart Rescue Phone 5 Standalone
- Main Car Station Includes Options Below
 - Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Reuse Back Box
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
 - Fan
 - Light
 - Independent
 - Stop
 - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Two-way Communication Position Indicator

Modernization Proposal



- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
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- #4 Stainless Steel Finish (441)
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- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame)
 - Fusion (#4 S/S (304))
- Intermediate Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame)
 - Fusion (#4 S/S (304))

In addition to the Description of Work to modernize your elevator(s) as described above, TK Elevator will coordinate or perform the following activities at no additional cost:

Electrical – Merit Electric

SCOPE:

RECEPTACLE AND EQUIPMENT POWER:

2 60 AMP, 480 VOLT, 3 POLE, SHUNT TRIP BREAKER W/ AUX CONTACTS

2 CONTROLLER CONNECTIONS

2 ELEVATOR ROOM GFCI RECEPTACLES

2 PIT GFCI RECEPTACLES

Modernization Proposal

**DISTRIBUTION:**

2 MACHINE ROOM SUB PANELS

LIGHTING:

4 FURNISH AND INSTALL ELEVATOR ROOM LED VAPOR PROOF LIGHT FIXTURES

4 FURNISH AND INSTALL PIT LED VAPOR PROOF LIGHT FIXTURES

SWITCHING:

2 MACHINE ROOM ILLUMINATED SWITCH

2 PIT ILLUMINATED SWITCH

FIRE ALARM CONDUIT:

60' FIRE ALARM CONDUIT

HVAC:

2 SPLIT SYSTEM CONNECTIONS

GENERAL CONDITIONS:

2 ELECTRICAL PERMITS

NOTE:

WE HAVE NO WAY OF KNOWING THE EXISTING AVAILABLE FAULT CURRENT VALUE AT THE ELEVATOR DISCONNECTS AT BID TIME. IF THE CONTROLLERS HAVE A LOWER AIC RATING THAN WHAT THE EXISTING AIC IS, WE WILL NEED TO INSTALL CURRENT LIMITING FUSES AT AN ADDITIONAL COST.

EXCLUSIONS:

CUTTING AND PATCHING - LOW VOLTAGE WIRE, DEVICES AND TERMINATION I.E. SECURITY, INTERCOM, MUSIC, COMPUTER, AND TELEPHONE - FIRE ALARM - W.S.S.T. - AFTER HOURS WORK - CORE DRILLS - ATS SIGNAL CONDUIT - SUMP & OIL RETURN RECEPTACLES - PREVAILING WAGE RATES - ELECTRICAL SERVICE UPGRADES - PARKING FEES

HVAC - Heating & Cooling NW

Shall include, and be limited to, the following equipment, goods, and services: Install (1) 1 to 1 ductless mini-split in car 1 and car 2 elevator machine room, run line sets to roof in very difficult run to strap, (2) cores, run drains for both cars to sprinkler room drain, pressure test, evac, start and test, HCNW 1-year parts warranty and labor warranty, 12-year parts warranty.

EXCLUSIONS: Unless specifically stated, this proposal does not include Washington State sales tax, engineering drawings, thermal upgrades, fencing or shielding, sound barriers, plumbing, electrical service, communication wires or devices, theft, hazardous waste management or removal, temporary heating or cooling, painting and patching of walls and ceiling, pipe removal, oil tank removal, fire protection, fire dampers, overtime work, warranty work, code compliance, economizer(s) existing equipment problems, venting, product loss, electrical shielding, design load calculations, freeze protection, CO detectors, structural changes, or outside air quality or any other item not specifically identified.

Smoke Sensors or Fire System or Alarm – B&H Fire and Security

Modernization Proposal



SCOPE:

Design Build Fire Alarm modification for elevator modernizations. Proposal based upon site walk thru on 09/13/2023. Proposal is joint venture with proprietary vendor and sprinkler vendor.

MATERIALS USED IN SCOPE:

- 2- Shunt Heat Monitoring
- 2- Dual Contact Heat Detector
- 2- Elevator Recall Connection for Primary, Secondary, and Flashing Hat Signals
- 2- Shunt AC Monitoring Connection
- 2- Multi Voltage Relay
- 2- Harsh Condition Heat Detector
- 2- Relay Modules
- 2- Electrical Permit
- 2- Fire Alarm Permit
- 2- Testing with AHJ
- 2- Testing with State Inspector
- 1- Sprinkler in Pit for Car 2

EXCLUSIONS:

Sales Tax	Performance and Bid Bonds
Core Drilling/X-Rays	Cutting/Patching of Drywall
Fire Caulk/Sealing	Shift Work/Overtime
Lift Rentals	Conduit/Sleeves
AC	HVAC Connections
Smoke Control	Area of Rescue
DAS System (ERRCS) and Connections	Fire Fighter Phones
2 Way Communication	Voice Evacuation
Fire Pump/Connections	
Building Fire Code Upgrades if Req.	
Raceways & Installation Conduit/Wiremold	

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form

Modernization Proposal



Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	18 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	4 - 6 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Modernization Proposal



Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$415,123.52
Initial progress payment:	(50%)	\$207,561.76
Material furnished:	(25%)	\$103,780.88
Total of remaining progress payments:	(25%)	\$103,780.88

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$365.00
Mechanic (OT) per hour	\$707.00
Team (Standard) per hour	\$657.00
Team (OT) per hour	\$1,273.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or

Modernization Proposal



replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Hoistways and Equipment Rooms are included in turnkey work

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller; This Proposal includes the installation of an in-car emergency elevator communication system for the benefit of the deaf, hard of hearing and speech impaired (the "Multimedia Equipment") in accordance with the current applicable requirements of both the International Building Code and ASME A17.1. Purchaser shall provide one permanent 110V 20 amp circuit with all piping and wiring to controller for the emergency elevator communication system. This Proposal does not, however, include the monitoring of any communications to and from that Multimedia Equipment and Purchaser (and any end user of the units) expressly acknowledge that it is solely their responsibility to ensure that any and all such communications are appropriately monitored in accordance with all applicable rules, codes, statutes and/or laws as a condition precedent to turnover of the units including but not limited to a modem and internet connection and a minimum of four (4) hours of battery backup for all communications.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract

Modernization Proposal



price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;

b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;

c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;

d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;

e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;

f. engineering, provision and installation of methane barriers or coordination/access;

g. access to 2" pressurized water supply within 100'-0" of the jack hole location;

h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits

i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal – unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.

b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.

c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).

d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).

e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.

f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if

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equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.

g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.

h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.

i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.

j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

7. Temporary Use, Inspection and Turnover

a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$5,000.00 via change order prior to scheduling a re-inspection.

c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK

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Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

- d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.
- e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.
- g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

- a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.

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b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.

c. TK Elevator is an equal opportunity employer.

d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.

e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.

f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.

g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.

h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.

i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including

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deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

I. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

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- t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.
- u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.
- v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US; (ii) the UN Security Council; (iii) the EU and any EU member state; (iv) the UK; or (v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

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Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Four Hundred Fifteen Thousand One Hundred Twenty Three Dollars and Fifty Two Cents (\$415,123.52) Inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

Island County
(Purchaser):

TK Elevator Corporation Management Approval

By:

(Signature of Authorized Individual)

By:

(Signature of Branch Representative)

(Print or Type Name)

Phil Martin
Branch Manager

(Print or Type Title)

(Date of Acceptance)

(Date of Execution)



Solicitation Number: RFP #080420

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and thyssenkrupp Elevator, 3100 Interstate North Circle Suite 500, Atlanta, GA 30339 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 28, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this

indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. No party shall be liable for consequential damages under this Contract.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. Grant of License. During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other in writing of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require

similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements

do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that

takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

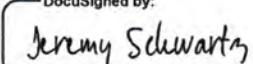
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

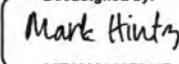
24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

thyssenkrupp Elevator

DocuSigned by:
By:  C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 8/26/2020 | 9:50 AM CDT

DocuSigned by:
By:  62E6066A69F2417...
Mark Hintz
Title: Vice President Contracts Department
Date: 8/26/2020 | 7:07 PM CEST

Approved:

DocuSigned by:
By:  7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/26/2020 | 12:23 PM CDT



Island County
Campus Generator Project

November 2023

Purpose of Presentation

The emergency backup generators at the County Administration, Law & Justice, and Jail/Annex buildings are past their useful life and either on the verge of failure or have already failed. As part of planning for replacement of these systems, Millig has worked with the County to identify additional emergency backup needs not served by the existing generators. Based on these discussions, **Millig has recommended generator backup options for each building, and Millig has completed bid drawings for the work to be done by subcontractors. Three installation contractors have provided pricing for this project. This presentation is an update on the project pricing for several project options.**

Action items: Select a project option to prepare for final presentation to the County.

Development Notes

Proposed Manufacturers

- Basis of Design for generators: Cummins
- Basis of Design for Automatic Transfer Switch: Cummins

Pricing Notes

- Prices shown are Guaranteed Maximum Price.
- Prices are turnkey and include all direct construction and professional service costs; prices exclude DES PM fees and sales tax (add ~13% depending on final project size; larger projects have a smaller % DES PM fee).

Law & Justice Recommendations

- The current emergency loads are served by a 100kW generator to power primarily lighting, fire alarm and suppression, powered doors such as to the Jail, the central elevator, and receptacles in the security room and sheriff's office.
- Recommended solution: full building backup with a 450kW generator. This would fully maintain all court and other building activities during an outage.
- Alternative Solution: partial backup with a 250kW generator. Maintains courtroom services and ADA emergency egress, lighting and receptacles in the courtrooms and Superior Court judge's offices, critical loads in the clerk's office, and adds the second elevator.
- The existing generator location is suitable for a new generator of any of the recommended sizes.

Administration Building Recommendations

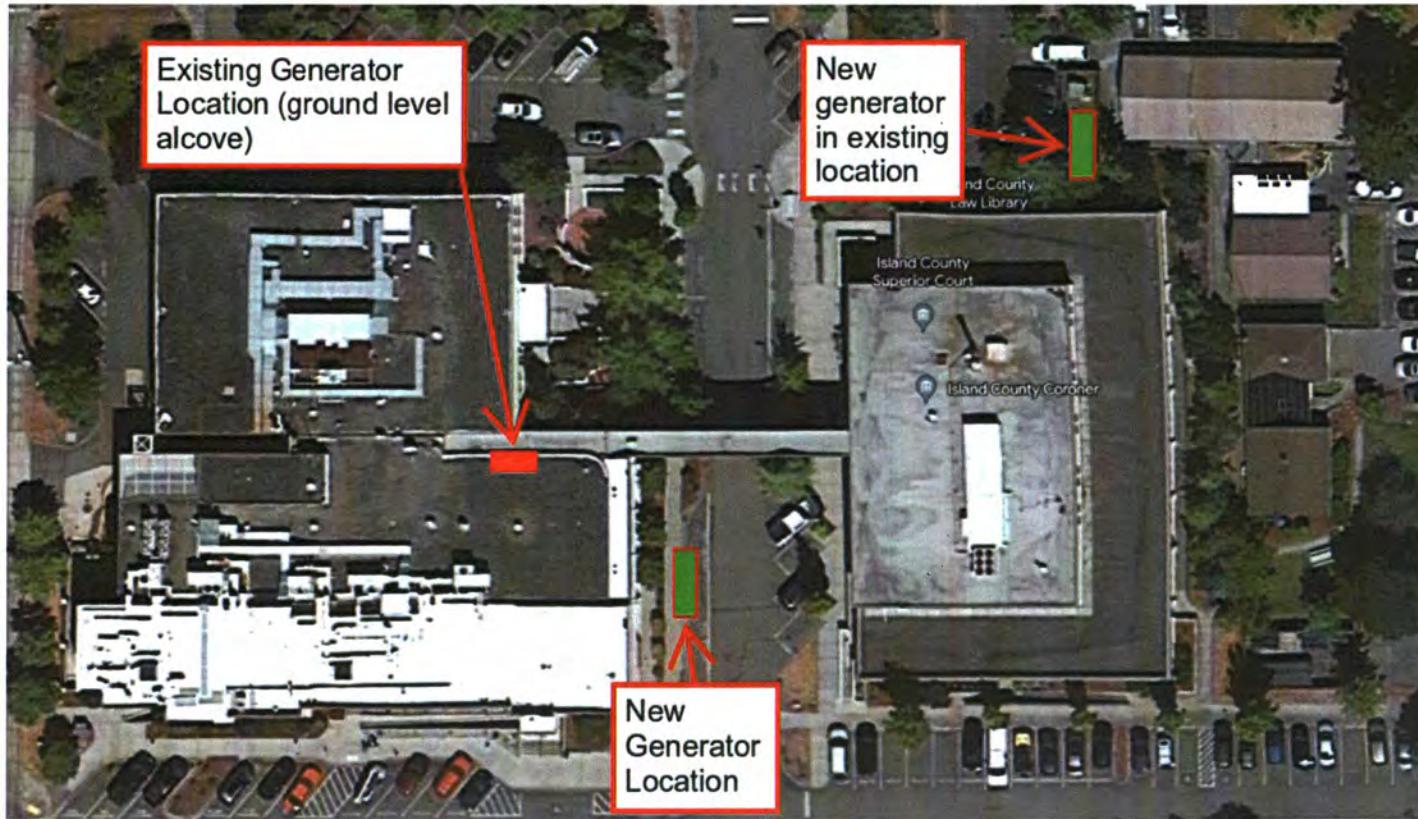
- The current emergency loads are served by a 22kW propane generator that provides backup power to limited building cooling, lights and Receptacles.
- Recommended solution: full building backup with **250kW generator**. This would maintain all building operations (including HVAC equipment).
- Alternative solution: partial backup with 80kW diesel generator. This would support the existing emergency loads as well as all loads on Panel A. The result is backup power to all first floor lighting and receptacles during a utility outage. The new generator would be in the same location as the existing generator.

Jail & Annex Recommendations

- The current emergency loads are served by a 60kW generator to power limited emergency lighting and receptacles, fire alarm systems, and some communication and egress systems. Jail staff emphasized the serious safety and liability risk the County currently faces during an outage.
- Jails are typically considered essential services and Millig recommends that a new emergency generator power the entire building. In addition to the safety and liability risks of the current system, outages could lead to costly transfer of inmates to neighboring county facilities. Millig is not aware of any other Washington county jails that do not backup the entire building on the emergency generator.
- A whole-building generator project will have a shorter construction period with fewer service interruptions than any of the other options explored.
- The existing generator location is not suitable and any replacement generator will need to be located elsewhere. A suggested location and renders of different generator sizes are below.

Generator Scope Progress

Jail & Annex, Law & Justice Generator Locations



Generator Replacement Scope – Evaluated Options

Law & Justice	Administration Building	Jail
Add Elevator 250kW	Generator Replacement 80 kW	Whole Building Backup 250kW
<ul style="list-style-type: none">Backup elevator circuitModify distribution panels to connect courtroom lighting	<ul style="list-style-type: none">All building loads are backed up by generator, including buffer for future HVAC upgrades or electrification	<ul style="list-style-type: none">Maintains current loads served by generator and adds:Majority of first floor lighting and receptacle loadsAll building loads are backed up by generator, including:New VRF equipment including indoor units and outdoor unitsVentilation air handling unit

Generator Replacement Scope – Guaranteed Maximum Price

Project Scope	Project 1*	Project 2*
Admin Whole Building	\$760,000	
Admin Critical Systems Only		\$558,000
Law & Justice Whole Building	\$894,000	
Law & Justice Critical Systems Only		\$648,000
Jail Only	\$1,400,000	\$1,400,000
ESTIMATED PHASED TOTAL	\$3,054,000	\$2,606,000
ESTIMATED BUNDLED TOTAL	\$2,858,000	\$2,413,000

* Pricing is GMP estimate excluding sales tax and DES PM fees. Bundling projects provides significant project efficiencies

Next Steps

- Based on feedback from Ryan, Millig will select contractor(s) and perform remaining value engineering to reduce pricing if possible.
- Final Energy Services Proposal can be delivered in mid-December
- Material and equipment procurement will follow Notice to Proceed from DES and project timeline will be updated based on vendor feedback.



Thank You

**PURCHASE ORDER
STANDARD TERMS AND CONDITIONS**

The purchase order contract includes the following terms and conditions and includes, but is not limited to the invitation to bid, request for quotations, specifications, plans and published rules and regulations of Island County Ordinances and the laws of the State of Washington, which are hereby incorporated by reference.

- 1) **CHANGES:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of the department purchasing the materials/services.
- 2) **DELIVERY:** For any exception to the delivery date as specified on this order, Vendor shall give prior notification and obtain written approval thereto from the department purchasing the materials/services. With respect to delivery under this order, time is of the essence and the order is subject to termination for failure to deliver as specified. The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
- 3) **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES:** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or receipt of invoiced items, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
- 4) **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, it will be up to the Vendor to make delivery to that location at no additional charge. Where specific authorization is granted to ship goods, FOB shipping point, Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier, and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
- 5) **REJECTIONS:** All goods, materials/services purchased herein are subject to approval by the Purchaser. Any rejection of goods, materials/services resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
- 6) **IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the contents therein.
- 7) **INFRINGEMENTS:** Vendor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
- 8) **WARRANTIES:** Vendor warrants that articles and services under this order conform to specifications herein and are fit for the purpose for which such goods or services are ordinarily employed, except that if a particular purpose is stated, the material and/or service must then be fit for that particular purpose.
- 9) **TAXES:** Unless otherwise indicated, the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes and the Purchaser agrees to furnish Vendor, upon acceptance of articles or services supplied under this order, with an exemption certificate.
- 10) **LIENS, CLAIMS AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and materials and services ordered herein are free and clear of all liens, claims and encumbrances of any kind.
- 11) **RISK OF LOSS:** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.
- 12) **SAVE HARMLESS:** Vendor shall protect, defend, and indemnify, and save the Purchaser harmless from and against any damage, cost, or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents, or subcontractors, howsoever caused. When applicable, and upon request by Purchaser, Vendor will provide certificate(s) of insurance.
- 13) **PRICES:** If the price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
- 14) **TERMINATION:** In the event of breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.
- 15) **NONDISCRIMINATION AND AFFIRMATIVE ACTION:** The Vendor agrees not to discriminate any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap, honorably discharged veteran or military status or the use of a trained dog guide or service animal by a person with a disability, with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Vendor who is in violation of the clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the County unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely. Vendor must comply with the Americans with Disabilities Act of 1990.
- 16) **DEFAULT:** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, the Vendor shall pay to the Purchaser all costs, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Island County.
- 17) **BRANDS:** When a special brand is named it shall be construed solely for the purpose of indicating the standard of quality, performance, or use described. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature, when available. Any bid containing a brand which is not equal quality, performance or use specified must be represented as an alternate and not as an equal, and failure to do shall be sufficient reason to disregard the bid.
- 18) **ACCEPTANCE: THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR ARE OBJECTED TO AND HEREBY REJECTED, UNLESS OTHERWISE PROVIDED IN WRITING BY THE DEPARTMENT THAT IS PURCHASING THE MATERIALS/SERVICES.**
- 19) **HANDLING:** No charges will be allowed for handling which includes, but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein. (optional)



ISLAND COUNTY COUNTY ADMINISTRATION

WORK SESSION AGENDA

MEETING DATE: 12/13/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners
From: Michael Jones, County Administrator

Amount of time requested for agenda discussion. 45 Minutes

DIVISION: Administrative

Agenda Item No.: 1

Subject: Economic Development Council of Island County Contract

Description: A two-year contract with the Economic Development Council.

Attachment: Memo to BOCC for Economic Development Council contract renewal
Economic Development Council Contract

Request: (Check boxes that apply)

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: In process

P.A. Review: Not Applicable

DIVISION: Administrative

Agenda Item No.: 2

Subject: Waiver of Solicitation for Economic Development Council Contract

Description: Waiver of Solicitation for contract with the Economic Development Council.

Attachment: Waiver of Solicitation

Request: (Check boxes that apply)

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: In process

P.A. Review: Not Applicable



Island County Administration

Michael Jones, MPA – County Administrator

1 NE 7th Street, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: Michael.jones@islandcountywa.gov | www.islandcountywa.gov

M E M O R A N D U M

December 7, 2023

TO: Board of County Commissioners
FROM: Michael Jones, County Administrator

RE: Economic Development Council of Island County Contract Renewal

This memo summarizes the few changes proposed in the new Economic Development Council contract.

Proposed contract changes:

Section 1, subsection A

- Provide expertise and input at critical meetings in areas such as transportation, tourism, housing, workforce development, and business grant programs for ~~COVID-19 response and economic recovery development~~.

Note: Change proposed because of COVID 19 situation transitioning to an endemic disease.

Section 1, subsection B

A) Collaboration with Island County. Participate and provide expertise and input to Island County on projects that align with the goals of EDC and the County. Examples include the Whidbey Airpark Access Project and the further development of the Economic Development Element of the County's Comprehensive Plan. The EDC shall coordinate with Island County to complete the Economic Development Element of the Comprehensive Plan by June 30, 2025.

Note: Notation added to reflect ongoing Comprehensive Plan and CEDS work.

Section 3

1. **DURATION OF CONTRACT.** This contract shall commence on January 1, 2023 2024 and shall terminate on December 31, 2023 2025.

Section 4

A) The EDC shall receive payment for services as specified in this contract as follows:
2023 2024 Annual Compensation: \$134,750, in equal quarterly installments due January 15, April 15, July 15, and October 15.

B) The EDC shall receive payment for services as specified in this contract as follows:
2025 Annual Compensation: \$141,500, in equal quarterly installments due January 15, April 15, July 15, and October 15.

Note: Change proposed to eliminate need to annually renew a contract for an ongoing service. Before 2023 this contract was typically a 2-year contract. A 5-percent price increase for 2025 is proposed by the County Administrator because this rate has remained unchanged since at least 2019 and is falling behind the cost of doing business.

CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES

THIS CONTRACT is entered into by Island County ("County") and Economic Development Council for Island County ("EDC"), a Washington 501(c)6 non-profit corporation.

WHEREAS, the EDC, a Washington private non-profit corporation representing a coalition of business, government, labor, and education leadership dedicated to planning, developing, and implementing community economic development programs; and

WHEREAS, economic development programs are coordinated public and private actions which aid in enhancing a community's quality of life and bringing its citizens into the economic mainstream by planning and building local economic capacity; and

WHEREAS, the EDC staff possesses valuable skill, experience, and expertise in community economic development; and

WHEREAS, the County wishes to use the skill, experience, and expertise of the EDC rather than attempting to perform the same services at greater expense; and

WHEREAS, the County wishes to exercise authority granted under RCW 82.14.370 by contracting with the EDC to provide economic development assistance to the County; and

WHEREAS, the County desires to have certain services performed by the EDC as described within this contract;

THEREFORE, in consideration of payment, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree to the following:

1. SCOPE OF SERVICES. The County desires to use EDC services to provide economic development programming for the entire Island County area. The County understands that it will receive economic development benefits from the EDC's efforts. Such benefits to the County include a more diversified economic base, additional employment opportunities and greater prosperity. The EDC shall maintain a professional staff to carry out an economic development program in Island County. During the term of this contract, the EDC will dedicate its best efforts to carry out such a program. As additional consideration, beyond its general mission of economic development in Island County, the EDC shall dedicate its professional and support staff to the specific objectives to be mutually updated and agreed on an annual basis. The mutually agreed upon specific objectives are:

- A) Planning Efforts and Delivery of Support Services. Facilitate the alignment of planning efforts and the delivery of business support services within Island County by working with the appropriate partners throughout the county including local governments, workforce development councils, port districts, chambers of commerce, community and technical colleges, and higher education institutions, small business assistance programs, and other federal, state, and local programs. Examples of activities include:
 - Provide expertise and input at critical meetings in areas such as transportation, tourism, housing, workforce development, and business grant programs for economic development.

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Purpose: Economic development services

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- Maintenance of inventory of economic development entities and services.
- Communicate opportunities and strategies including quarterly updates to county commissioners and one-on-one commissioner updates on activities in respective districts.

B) Collaboration with Island County. Participate and provide expertise and input to Island County on projects that align with the goals of EDC and the County. Examples include the Whidbey Airpark Access Project and the further development of the Economic Development Element of the County's Comprehensive Plan. The EDC shall coordinate with Island County to complete the Economic Development Element of the Comprehensive Plan by June 30, 2025.

C) Resource Leveraging. Leverage resources for business attraction and recruitment, business retention and expansion, and entrepreneurial startup. Examples include the partnerships between the WA Small Business Development Center (SBDC) and SCORE for the delivery of business assistance services to small businesses as well as the leveraging and partnering with other entities for training and educational opportunities for businesses and workers.

D) Business Recruitment and Attraction. Develop and execute business recruitment and attraction plan(s) in partnership with stakeholders and other pertinent organizations. Examples of activities include:

- Provide interested businesses from outside the county with site location and other pertinent information.
- Proactively market Island County to potential businesses and industries utilizing website and networking opportunities and follow up on discovered opportunities including lead generation from the state.
- Provide expertise and input in specific projects such as the designated Opportunity Zone in Oak Harbor.
- Track business contacts initiated, site selector contacts initiated, the number of interested businesses, and the number of businesses relocating to Island County.

E) Business Retention and Expansion. Provide business retention and expansion services and referrals throughout the county.

- Such services include but are not limited to, business outreach and monitoring efforts to identify and address challenges and opportunities faced by businesses, providing information and referrals to businesses on such resources as access to funds, business growth, and educational programs and opportunities.
- Provide export assistance and referrals to eligible companies meeting readiness criteria.
- Track the number of outreach interactions initiated and businesses requesting assistance.
- Advocate for existing major employers and strengthen public understanding of their value to the local economy.

F) Entrepreneurship/Startups. Help build an ecosystem to develop entrepreneurship by partnering with pertinent organizations in and out of the county, connect entrepreneurial needs with qualified local and state resources, and assist startups meeting specific criteria.

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G) Information and Data. Collect, research, and share information and data that is relevant and helpful in economic development activities and decisions. For example:

- Provide information on state and local permitting processes, tax issues, and other essential information for operating, expanding, or locating a business in Island County.
- Track and share Island County economic data such as living wages, number of jobs created, number of businesses created, and other data important to stakeholders and businesses.

H) Workforce Development. Support the development of workforce training programs through engagement with workforce development councils, community and technical colleges, and private training providers. Facilitate access to job skills program grants and customized training revolving loan funds so that incumbent workers have the skills needed to support competitive industries.

I) Nurture the relationship with Camano Island. Maintain regular contact with Camano leaders and make regular visits to Camano Island to meet with businesses, stakeholders, and relevant organizations to stay updated on challenges and opportunities. Continue to utilize Executive Director's roles with the Island Regional Transportation Planning Organization and the Island County Joint Advisory Board for Tourism to maintain regular communications with representatives of those sectors on Camano.

J) EDC's Five-Year Strategic Priorities are attached hereto as Exhibit B.

2. REPORTING. The EDC shall report to the Board of County Commissioners on a quarterly basis or as otherwise agreed upon by the EDC and the County. Reporting shall include pertinent economic indicators and outcome metrics, both county-wide, and when requested, for specific areas within Island County. Examples of pertinent indicators are the number of new businesses, the number of new jobs, and wage levels. Specific outcomes and metrics reported may change over time as work continues to align the proper metrics to the strategic plan and work of the EDC. In addition, the EDC shall regularly communicate with each county commissioner so as to discuss economic development in individual commissioner districts.

3. DURATION OF CONTRACT. This contract shall commence on January 1, 2024 and shall terminate on December 31, 2025.

4. COMPENSATION.

A) The EDC shall receive payment for services as specified in this contract as follows:

2024 Annual Compensation: \$134,750, in equal quarterly installments due January 15, April 15, July 15, and October 15.

B) The EDC shall receive payment for services as specified in this contract as follows:

2025 Annual Compensation: \$141,500, in equal quarterly installments due January 15, April 15, July 15, and October 15.

C) The EDC agrees to submit an invoice for each quarterly payment due. Upon receipt of EDC's invoice, the County agrees to process such invoices in a timely manner.

D) Unless specifically approved in writing in advance by the County, the County will not reimburse the EDC for any costs or expenses incurred by the EDC in the performance of this contract.

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- 5. REPAYMENT GUARANTEE.** All funds disbursed by the County to EDC under this contract shall be used by EDC solely for the purposes described in this contract, and which are permitted uses of Rural County Economic Development sales taxes under Island County Code Chapter 3.02C and RCW 82.14.370. In the event that it is determined that any portion of the funds disbursed by the County is used for any purpose not authorized under this contract, EDC hereby guarantees that it will repay to the County all such funds, including interest earned calculated at the Washington State Investment Pool Rate, no later than thirty (30) days from receipt of written notice of non-compliance.
- 6. INDEPENDENT CONTRACTOR.** The EDC agrees that EDC will perform all services under this agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that the EDC is not entitled to any benefits or rights enjoyed by employees of the County. The EDC has the right to direct and control EDC's own activities in providing the agreed services in accordance with the specifications set out in this agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The EDC shall furnish, employ, and have exclusive control of all persons to be engaged in performing the EDC's obligations under this agreement ("EDC Personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such EDC Personnel shall be for all purposes solely the employees or agents of the EDC and shall not be deemed to be employees or agents of the County for any purpose whatsoever. With respect to EDC Personnel, the EDC shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of labor, working conditions, payment of wages, and payment of taxes, including applicable contributions from EDC Personnel, when required by law.

Because it is an independent contractor, the EDC shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (worker's compensation). The EDC agrees to indemnify, defend, and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The EDC assumes full responsibility for the payment of all payroll taxes, use sales, income, or other form of taxes, fees, licenses, excises, or payment required by any city, county, federal, or state legislation which are now or may during the term of the agreement be enacted as to all EDC Personnel. The EDC shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

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- 7. INTERNAL CONTROLS AND RECORDS MAINTENANCE.** The EDC shall maintain accounts and records, including personnel, property, financial, program records, and such other records as the County may deem necessary, in compliance with generally accepted accounting principles.
- 8. RECORDS AND ACCESS; AUDIT; INELIGIBLE EXPENDITURES.** The EDC shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after the completion of the agreement by the EDC. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers, and records of the EDC which are directly related to this agreement for the purpose of making audit examinations, obtaining excerpts, transcripts, or copies, and ensuring compliance by the County with applicable laws. Expenditures under this agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the EDC, shall be refunded to the County by the EDC. The EDC shall use the funds that are the subject of this agreement only for the purposes set forth in this agreement. Expenditures under this agreement are those eligible costs incurred during the performance of the agreement during the time period specified in paragraph 3.
- 9. INDEMNIFICATION.** To the fullest extent permitted by law, EDC shall indemnify, defend and hold harmless Island County, all officials, agents and employees of Island County, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. EDC'S obligation to indemnify, defend, and hold harmless includes any claim by EDC'S agents, employees, representatives, or any subcontractor to its employees. EDC expressly agrees to indemnify, defend, and hold harmless Island County for any claim arising out of or incident to EDC'S or any agent's or subcontractor's performance or failure to perform the contract. EDC'S obligation to indemnify, defend, and hold harmless Island County shall not be eliminated or reduced by any actual or alleged concurrent negligence of Island County or its agents, agencies, employees and officials.
- 10. INSURANCE.** The EDC shall annually procure and maintain at its own expense for the duration of this contract an insurance policy against injury to persons or damage to property that is satisfactory to the County's requirements, as more particularly described in "Exhibit A Insurance Requirements" attached hereto.
- 11. REGULATIONS.** The performance of this contract shall be subject to all federal, state and local laws, rules and regulations. The EDC shall not discriminate on the basis of race, color, sex, religion, nationality, creed, sexual orientation, marital status, age, or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefits under this contract.
- 12. PARTISAN POLITICAL SUPPORT.** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

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13. NOTICES. Whenever this contract provides for notice to be provided by one party or another, such notices shall be in writing and directed to the Board of Island County Commissioners and the President of the EDC. Any time within which a party must take some action shall be computed from the date that the notice is received by said party. Notice shall be mailed to:

Board of Island County Commissioner
1 NE 7TH Street
Coupeville, WA 98239

Economic Development Council for Island County
Attention: President
PO Box 279
Coupeville, 98239

14. MODIFICATIONS. The County and EDC may, from time to time, desire to make changes to this Agreement; however, no changes or additions shall be made in this agreement except as agreed to by both parties, reduced to writing, and executed with the same formalities as are required for the executions of the agreement. No alteration, changes or additions of the terms of this Agreement shall be valid unless made in writing and executed by the parties hereto prior to implementation of the changes. Any oral understandings or agreements not incorporated herein shall not be binding.

15. TERMINATION. The County may terminate this agreement prior to its expiration date upon ninety (90) business days' written notice to the Contractor for any reason. If the agreement is terminated, payment shall be made in accordance with the agreements for services reasonably and directly incurred by the EDC in performing this agreement prior to receipt of the termination notice.

Termination by the County shall not affect the rights of the County as against the EDC provided under any other section of this agreement. The County does not, by exercising its rights under this Section 15, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this agreement. At its sole option, the County may deduct from the final payment due to the EDC (i) any damages, expenses or costs arising out of any violations, breaches, or non-performance; and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the agreement.

16. PUBLIC RECORDS ACT. This agreement and all public records associated with this agreement shall be available from the County for inspection and copying by the public when required by the Public Records Act, Chapter 42.56 RCW ("the Act"). To the extent that public records then in the custody of the EDC are needed for the County to respond to a request under the Act, as determined by the County, the EDC agrees to make them promptly available to the County. If the EDC considers any portion of any record provided by the County under this agreement, whether electronic or hard copy, to be protected from disclosure under law, the EDC shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Act or otherwise appropriate, the County's sole obligation shall be to notify the EDC (a) of the request and (b) of the date that such information will be released to the requester unless the EDC obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the EDC fails to obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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17. INTERPRETATION. This agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this agreement, shall be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this agreement are used only for convenience and are not intended to affect the interpretation of the terms of this agreement.

18. NO THIRD PARTY BENEFICIARIES. The provisions of this agreement are for the exclusive benefit of the County and the EDC. This agreement is not intended to confer any rights, express or implied, upon any third parties.

19. GOVERNING LAW AND VENUE. This agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this agreement shall be in the Superior Court of the State of Washington, in and for Island County.

20. AUTHORITY. Each signatory to this agreement represents that he or she has full and sufficient authority to execute this agreement on behalf of the County or the EDC, as the case may be, and that upon execution of this agreement it shall constitute a binding obligation on the County and the EDC.

21. WHOLE AGREEMENT. This written contract represents the entire contract between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

22. ASSIGNMENT. The EDC shall not assign or subcontract any of its duties under this contract to any other individual, firm or entity without the express and prior written approval of the County.

23. SEVERABILITY. In the event any portion of this contract is found to be invalid, it is the intent of the parties to enforce the remainder of the contract.

24. SURVIVAL. Those provisions of this agreement that by their intent and purpose should survive expiration or termination of the Agreement shall so survive.

25. EXECUTION IN COUNTERPARTS. This agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

APPROVED BY:

**BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON**

**ECONOMIC DEVELOPMENT COUNCIL
FOR ISLAND COUNTY**

By: _____
Chair _____ Date _____

By: _____
George Henny, President _____ Date _____

Contractor: Economic Development Council

Purpose: Economic development services

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EXHIBIT A INSURANCE REQUIREMENTS

Prior to commencement of services under this contract, EDC shall submit to Island County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this contract. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without sixty {60} days prior to notice to the County. EDC shall maintain at EDC'S sole expense unless otherwise stipulated, the following insurance coverages, insuring EDC, EDC'S employees, agents, designees and indemnities as required herein:

- A. EDC shall not commence work under this contract until EDC has obtained all insurance required under this contract and such insurance has been approved by the County.
- B. All insurance policies required under this contract shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workmen's Compensation to be maintained by the EDC shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without sixty (60) days written prior notice to the County. The EDC'S insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the EDC's insurance and shall not contribute to it.
- C. EDC shall maintain, during the life of the contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket contractual Liability and Personal Injury Coverage, to protect the EDC from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the EDC or by anyone directly employed by or contracting with the EDC.
- D. Specific limits required are :
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products/Completed Operations
 - \$1,000,000 Personal Injury and Advertising Injury
 - \$1,000,000 Each Occurrence
- E. The Commercial General Liability Policy will contain an endorsement naming the County as Additional Insured (CG2010) and an endorsement that specifically states the EDC'S General Liability shall be primary , and not contributory, with any other insurance maintained by the County.

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Purpose: Economic development services

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F. The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

G. Commercial General Liability insurance shall be endorsed to include a "cross liability", indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

H. The EDC shall maintain, during the life of this contract, Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles, in the amount of \$1,000,000 Bodily Injury and Property Damage per Accident to protect the EDC from claims which may arise from the performance of this contract, whether such operations be by the EDC or by anyone directly or indirectly employed by the EDC. Coverage shall be written on Insurance Services Office Form CA0001 or substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

I. All Liability coverages, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date.

J. EDC shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. EDC shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.

K. Industrial Insurance Waiver - With respect to the performance of this contract and as to claims against the County, its officers, agents and employees, the EDC 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 EDC against the County. This waiver is mutually negotiated by the parties to this contract.

L. Subcontractors - EDC shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontracts shall be subject to all of the requirements stated herein. All subcontractors shall be required to agree to the provisions of this contract.

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Exhibit B



Economic Development
Council for Island County

Coupeville, WA
(360) 678-6889

Strategic Priorities for 2020-2025

The Economic Development Council for Island County (EDCIC) focuses on promoting and assisting business growth throughout Island County. We promote Island County as a remarkable quality of life locale for business development and living wage jobs. This document outlines the strategic priorities which will guide the EDCIC for the five-year period starting in 2020 and ending in 2025. The challenges created by the economic impact of the COVID-19 pandemic have changed the way that the EDCIC will address these strategic priorities during the next five years.

Top Tier Strategic Priorities

Economic Recovery and Resiliency:

Island County, along with the rest of Washington State and the nation, is in a recession because of the COVID-19 pandemic. Our businesses, workers, and economy are being impacted in unprecedented ways. For the foreseeable future, therefore, the EDCIC's top priority is economic recovery and resiliency. The EDCIC will work to help our businesses and economy recover from this recession, as well as support business start-ups. The EDCIC will act as a recovery advisor for businesses and nonprofits seeking one-on-one or group assistance. The EDCIC will advocate for funding, programs and policies that protect our local businesses and help them grow and thrive in the new economy. The EDCIC will partner with all levels of government to direct available resources where they are needed. The EDCIC will support efforts seeking to return our trade and service people to work, with a focus on utilizing the skills and capacity of the workforce living in Island County. The EDCIC will engage in a number of other ongoing activities that support this effort, all outlined in the EDCIC's Statement of Priorities for COVID-19 Pandemic Economic Recovery (May 8, 2020). This work will support the recovery and economic resiliency of Island County.

Assistance with Business Attraction:

The EDCIC will advocate for programs and policies that encourage and assist in the attraction of businesses to Island County.

Workforce Housing:

The EDCIC will advocate for programs and policies to increase access to affordable housing for workers in Island County. There is currently an insufficient amount of affordable housing in the county, and increasing the amount of housing that aligns with workers' wages will provide growth potential for Island County businesses. The EDCIC will support local efforts to increase workforce housing by providing information and assistance to developers, non-profits, government agencies, and others seeking to add housing. It will also work to eliminate

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obstacles to developing entry-level housing needed to attract a younger demographic to our community. Finally, the EDCIC will work to support opportunities to increase housing options for those who wish to live in Island County and work off-island.

Workforce Training and Development:

The EDCIC will engage with partners, programs, and policies that support appropriate and sufficient technical skills training programs and apprenticeship opportunities for growing and/or emerging employment sectors. These activities will help local businesses grow, diversify the local job base, and create a business-friendly climate that will attract living-wage job growth. Residents with significant experience—such as SCORE volunteers—can work with entrepreneurs and workers to develop skills and provide mentorship. The EDCIC will continue to partner with organizations that support and strengthen small businesses such as Goosefoot, Small Business Administration, Skagit Valley College, and Sno-Isle Libraries. EDCIC will work with Leadership Whidbey to develop and enhance community leadership training, and it will advocate for Career and Technical Education opportunities at all secondary schools.

Information Technology and Broadband:

Many areas of Island County have affordable high-speed internet service. In other parts of the county the absence of affordable and reliable internet is a barrier to establishing and growing those businesses requiring robust internet service. It is a priority of the EDCIC that high-quality internet is available for all businesses needing it. The EDCIC will advocate for programs and policies which increase access to quality, high-speed broadband that supports economic development in Island County.

Rural Economy:

The EDCIC will advocate for programs and policies that support businesses in our agricultural community—including eco-tourism, agri-entrepreneurs, and farms—by providing resources and information as available. The programs and policies will establish Island County as a positive business climate for entrepreneurs who can conduct operations from any location, and help to eliminate unwarranted barriers and address infrastructure constraints to opening and operating businesses in Island County.

Second Tier Strategic Priorities

Tourism, Hospitality and Recreation:

The EDCIC will advocate for programs and policies which enhance tourism and recreation, particularly during the shoulder season from October through April. This includes support for the initiatives of the Island County Tourism Committee and for business owners and entrepreneurs in the tour and hospitality industry. The goal will be to improve the sustainability and predictability of the County's tourism economy through seasonal balance. Increasing transportation options for Island County visitors (for example, options for walking on ferry rather than driving) will continue to be a priority, as will marketing efforts focused

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on locally made goods and on local shoulder season events. Military personnel who are looking for unique experiences will be connected with opportunities on Whidbey and Camano Islands.

Arts and Culture:

The EDCIC will advocate for programs and policies which support the arts and culture community, including storefronts, galleries, instruction, retreats, festivals and home-based workshops.

Aging Population:

Island County's aging resident base represents an increasing need for services. The EDCIC will advocate for programs and policies that support new businesses and facilities addressing needs associated with an aging population and assisting this population with aging at home and in their community. It will also work in partnership with other organizations to attract, retain, and train working age adults to staff both new and existing businesses.



Island County Administration

Michael Jones, MPA – County Administrator

1 NE 7th Street, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: Michael.jones@islandcountywa.gov | www.islandcountywa.gov

REQUEST FOR WAIVER OF COMPETITIVE SOLICITATION

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Michael Jones, County Administrator
DATE: December 7, 2023
SUBJECT: Economic Development Council for Island County (EDC)

The contract with the Economic Development Council for Island County (EDC) expires at the end of 2023. The current contract is for one year. I propose to renew for with the same general responsibilities for two years. The cost of the contract remains unchanged in 2024 and I propose a 5-percent increase for 2025.

I am requesting a waiver from competitive solicitation for this service contract.



ISLAND COUNTY PUBLIC WORKS

WORK SESSION AGENDA

MEETING DATE: 12/13/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners
From: Esco Bell, Director

Amount of time requested for agenda discussion. 10 minutes

DIVISION: Parks

Agenda Item No.: 1

Subject: CIP Budget Amendment

Description: Cornet Bay Dock Replacement budget increase in 2024.

Attachment: Memorandum

Request: *(Check boxes that apply)*

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable



Island County Public Works

Fred Snoderly, Assistant Director

1 NE 7th Street, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: f.snoderly@islandcountywa.gov | www.islandcountywa.gov

M E M O R A N D U M

December 13, 2023

TO: Board of County Commissioners – Island County

FROM: Fred Snoderly, Assistant Director

RE: Cornet Bay Dock Replacement Budget Amendment

Public Works would like to discuss a proposed budget amendment to the 6-year CIP for the Cornet Bay Dock Replacement Project. Changes in the original scope of work due to inflation, permitting, and the current conditions of the dock have caused an increase in the design costs to be completed in 2024. Currently in the 2024 CIP budget there is \$130,000. We are asking for an additional \$270,000 in 2024 funding for a total of \$400,000. Island County has owned and operated the dock since approximately 1930. Public Works considers this project to be important both historically and as an asset for emergency ingress and egress.

Cornet Bay Dock Decking & Piling Replacement Project

Department/Office: Public Works

Function: Parks

Description

Replace the existing dock floats and decking and dispose of the old dock floats and decking. This work is proposed to be completed by contract. The County has owned the dock since approximately 1930. Currently the dock is inadequate because of its construction of rubber tires and styrofoam, which are no longer viable. Replace the existing dock pilings with new pilings and properly dispose of the old dock pilings. The pilings are the original ones and were estimated to be installed around 1917. Because of the deteriorated condition of the pilings, they are no longer viable to permitting agencies.



Status

The 2017 engineering assessment of the dock identified the needed work.

A quote was received for this work in 2022.

Initial listing in 2023 - 2028 CIP showed funding for 2023 - 2027. However that is being carried over

and work will start in 2024

and go through 2027. The dollar value has increased by 200,000.



Net Impact on Operating Budget

None

Construction Costs	Annual O & M Costs
Preliminary/Permits	130,000
Design	None
Acquisition	Utilities
Construction	1,475,000
Other	Maintenance
Contingency	Other
Total Cost	1,605,000

Source of Funds (000's)	Fund	Prior Years Expenses	Est Actual 2023	Carry Forward	New Funding	Year 1 2024	Year 2 2025	Year 3 2026	Year 4 2027	Year 5 2028	Year 6 2029	Six Year Total	Future Years	Project Total
Current Expense	001													
Road Fund	101													
REET 1	134													
REET 2	135													
Solid Waste	401													
Clean Water Utility	154													
Paths & Trails	137													
Other Sources														
Totals		-	-	-	-	130,000	1,475,000	-	-	-	-	-	-	1,605,000

Operating & Maintenance Costs (000's)	
Current Expense	001
Road Fund	101
REET 1	134
REET 2	135
Solid Waste	401
Clean Water Utility	154
Paths & Trails	137
Other Sources	
Totals	-