



**FINANCE & PERSONNEL COMMITTEE
MEETING AGENDA
CITY HALL – 1104 MAPLE STREET
APRIL 14, 2021 5:30 PM**

Members: Barbara Bitetto, Cindy Hochstatter (Alternate), Charla Neuman, Patrick Reed (Chair)

Staff Liaison: Administrative Services Director Jeff Steffens, Chief Financial Officer Kassandra Raymond

City Hall remains closed during Governor Inslee’s “Healthy Washington - Roadmap to Recovery” order, a consequence of the Covid-19 pandemic. The public is invited to attend the meeting telephonically using the call-in instructions below, or join the meeting via the link below.

You are invited to a Zoom webinar.

When: Apr 14, 2021 05:30 PM Pacific Time (US and Canada)

Please click the link below to join the webinar:

<https://sumnerwa-gov.zoom.us/j/85226512749>

Or One tap mobile :

US: +12532158782,,85226512749# or +16699006833,,85226512749#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 669 900 6833 or +1 346 248 7799 or +1 301 715 8592 or +1 312 626 6799
or +1 929 205 6099

Webinar ID: 852 2651 2749

International numbers available: <https://sumnerwa-gov.zoom.us/j/85226512749>

CALL TO ORDER

Roll Call: Patrick Reed (Chair), Barbara Bitetto, Charla Neuman. (Alternate Cindi Hochstatter).

COMMITTEE BUSINESS

1. Ordinance No. XXXX - Budget Amendment
2. Resolution No. 1577 - Interlocal Agreement (WSDOT)
3. Resolution No. XXXX - Interlocal Agreement with Bonney Lake for Fire Permit Review Services
4. Resolution No. XXXX - Interlocal Agreement with East Pierce Fire and Rescue
5. Resolution No. XXXX - Agreement with Avidex for Council Chambers A/V Upgrade

REPORTS

1. Monthly Sales Tax Report
2. Munis Implementation Update

3. Recruitment & Negotiation Update

ADJOURNMENT

SUBJECT: Ordinance No. XXXX - Budget Amendment

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: see Exhibit

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance - BA 04192021
2. 2021 2022 BA 04192021 Exhibit A Rev

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

Staff is presenting a quarterly budget amendment for consideration. This amendment includes:

- Appropriating funding for the 2021 and 2022 Rhubarb Days support;
- Bringing fire plans examiner activities in-house;
- Funding the City Council Chambers technology refit;
- Converting the Volunteer Sidewalk program for the 2021/2022 biennium to a sidewalk repair program;
- Funding the final design of the Fryar Ave Trail Project;
- Appropriating Complete Streets funding to complete the grant work plan;
- Purchase of a water service truck;
- Purchase of a vactor truck.

BA 04/19/2021

	Revenues	Expenditures
General Fund	\$ 144,403	340,939
Reserve Funds	-	150,000
Special Revenue Funds	-	41,654
Debt Service Funds	-	-
Capital Funds	156,000	482,000
Utility Funds	-	138,000
Other Enterprise Funds	-	-
Internal Service Funds	194,400	236,000
Fiduciary Funds	-	-
	\$ 494,803	\$ 1,388,593

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 4/14/2021

COMMITTEE RECOMMENDATION: Approve Ordinance No. XXXX amending the 2021/2022 Biennial Budget.

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. XXXX amending the 2021/2022 Biennial Budget.

ORDINANCE NO. xxxx
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE 2021-2022 BIENNIAL BUDGET AS ORIGINALLY ADOPTED IN ORDINANCE NO. 2758, APPROVED DECEMBER 7, 2020, AND PREVIOUSLY AMENDED IN ORDINANCE 2762, APPROVED FEBRUARY 16, 2021.

WHEREAS, The Sumner City Council approved Ordinance No. 2758 which adopted a biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2762 which adopted a biennial budget for fiscal years 2021-2022; and

WHEREAS, RCW 35A.34 provides procedures for adopting, managing, and amending a biennial budget; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Amendment. The biennial budget for the City of Sumner for the period January 1, 2021 through December 31, 2022 as contained in the adopted 2021-2022 Biennial Budget for total revenue/sources and expenditures/uses as approved by the City Council, is hereby amended by Total Revenue and Expenditures for each fund as shown on the attached Exhibit A.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 3. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

Section 4. Effective Date. This Ordinance shall become effective five (5) days from and after its passage, approval, and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 19th day of April, 2021.

Mayor William L. Pugh

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

Funds	Beginning Fund Balance		Revenues		Expenditures			Ending Fund Balance
	<i>Adopted</i>	<i>Adopted</i>	<i>Previous</i>	<i>04/19/21</i>	<i>Adopted</i>	<i>Previous</i>	<i>04/19/21</i>	<i>Revised</i>
001 General	\$ 5,978,542	\$ 31,643,467	\$ -	\$ 144,403	\$ 31,919,065	-	\$ 340,939	\$ 5,506,407.44
002 General Fund Reserves	980,824	-	-	-	-	-	-	980,824
003 Building Reserves	475,000	200,000	-	-	80,000	-	150,000	445,000
103 Complete Streets	241,851	-	-	-	200,000	-	41,654	197
105 Drug Enforcement	63,457	-	-	-	4,500	-	-	58,957
106 Hotel/Motel	273,747	215,000	-	-	106,245	-	-	382,502
200 Debt Service	2,570,000	527,200	-	-	520,000	-	-	2,577,200
221 LID Guarantee	694,969	-	-	-	-	-	-	694,969
302 Sidewalk	477,769	4,308,069	-	(320,000)	3,524,069	-	(320,000)	1,261,769
305 Real Estate Excise Tax	1,093,200	1,600,000	-	-	-	-	326,000	2,367,200
307 LID Capital Project Fund	9,545	-	-	-	-	-	-	9,545
310 Parks & Trails Capital Fund	544,740	1,237,500	135,000	326,000	1,237,500	135,000	326,000	544,740
320 Street Capital Fund	826,206	6,709,520	-	-	7,679,245	-	-	(143,519)
325 Facilities Capital Fund	183,773	26,200,000	-	150,000	15,700,000	-	150,000	10,683,773
401 Water	13,477,844	11,104,747	-	-	15,719,366	-	68,000	8,795,225
402 Wastewater	20,996,349	15,706,582	-	-	18,404,296	-	70,000	18,228,635
403 Utility Bond Reserves	1,729,536	-	-	-	-	-	-	1,729,536
408 Stormwater	14,788,274	14,201,134	-	-	18,573,507	-	-	10,415,901
410 Cemetery Operations	31,493	1,352,800	-	-	1,358,895	-	-	25,398
415 Cemetery Development	-	-	-	-	-	-	-	-
440 Animal Control	12,239	1,496,319	-	-	1,460,055	-	-	48,503
501 Unemployment Insurance	43,989	-	-	-	3,055	-	-	40,934
550 Fleet Management	6,261	1,251,664	-	-	1,251,660	-	-	6,265
551 Information Technology	273,009	2,385,042	-	26,400	2,385,040	-	10,000	289,411
555 Equipment Reserve	1,013,749	1,297,245	-	168,000	790,000	-	226,000	1,462,994
601 Cemetery Endowment	1,472,385	60,000	-	-	-	-	-	1,532,385
603 Alder Ave Remediation	25,649	-	-	-	-	-	-	25,649
605 Development Impact Fees	7,026,351	700,000	-	-	3,397,200	135,000	-	4,059,151
611 Firemen's Pension	11,832	160,000	-	-	160,000	-	-	11,832
Total All Funds	\$ 75,322,583	\$ 122,356,289	\$ 135,000	\$ 494,803	\$ 124,473,699	\$ 270,000	\$ 1,388,593	\$ 72,041,383



SUBJECT: Resolution No. 1577 - Interlocal Agreement (WSDOT)

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. GCB 3463-Sumner Police Help
 2. Resolution No 1577 - WSDOT ILA for Police Services
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STAFF CONTACT: Brad Moericke, Police Chief

SUMMARY BACKGROUND:

WSDOT will be performing traffic improvements on northbound SR 167 that will require a full weekend closure and primary detour through the City of Sumner. WSDOT has requested extra-duty police services to provide traffic control associated with the closure and detour and has offered to reimburse the City for those expenses. The attached Interlocal details the terms of the agreement.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: 4/14/2021 COMMITTEE RECOMMENDATION:
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STAFF RECOMMENDATIONS/MOTION:

Please approve and move the item forward for full council approval on May 3rd.

**GCB 3463
WSDOT / SUMNER POLICE DEPARTMENT
EXTRA-DUTY POLICE SERVICES CONTRACT**

This Agreement is between the Washington State Department of Transportation, hereinafter "WSDOT," and the City of Sumner, acting through its Police Department, hereinafter the "CITY," individually the "Party" and collectively the "Parties."

RECITALS

1. WSDOT has a project for road work on State Route 167 known as SR 167/SR 410 to SR 18 – NB Congestion Management, hereinafter the "Project," that requires detour within the CITY, and in connection therewith, requires traffic control assistance.
2. The CITY is able to provide duly commissioned law enforcement officers to provide traffic control assistance to WSDOT, subject to payment for services and the Chief of Police's approval.
3. The police officers who may provide such services will be assigned to extra-duty under this Agreement during their off-duty hours which will not conflict with their law enforcement responsibilities for and duties to the CITY.

Now, Therefore, pursuant to Chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibit A and incorporated and made a part hereof, the Parties agree as follows:

1. Scope of Performance
 - 1.1 The CITY agrees to furnish, subject to the terms of this Agreement, uniformed police officers, vehicles and associated equipment to assist WSDOT in traffic control when requested by WSDOT.
 - 1.2 WSDOT shall provide to the CITY's Police Chief, or designee, a written request fourteen (14) calendar days prior to the required services, describing the nature of the traffic control required and the number of police officers and equipment needed. WSDOT's request will identify the dates and hours needed for the following locations within the CITY:
 - Intersection of Tacoma Ave and Puyallup Street (Stop Sign Controlled)
 - Intersection of Sumner Tapps Highway East and 64th Street East (Signal Controlled)
 - Intersection of the West Bound SR 410 Off Ramp and Sumner Tapps Highway (Stop Sign Controlled)
 - Intersection of the East Bound SR 410 Off Ramp and 166th Ave East (Signal Controlled)

1.3 The CITY's Police Chief, or designee, has the sole authority to approve the police officer and equipment assignments and agrees to notify the WSDOT five (5) calendar days before the needed services as to whether the CITY can provide the police officers and equipment. If CITY police officers are provided, the police officers shall be under the sole direction, management, and control of the CITY's Police Chief or designee, and shall perform the traffic control duties for WSDOT's Project as requested under the terms of this Agreement in a manner consistent with CITY policy, applicable state and local laws, and the constitutions of the State of Washington and the United States.

2. Agreement Term

2.1 The term of performance of the Agreement shall be from the date of full execution to December 31, 2021. This Agreement shall terminate upon completion of WSDOT's Project, except for those provisions herein noted.

2.2 Either Party may terminate this Agreement when in its sole discretion, it is in the best interest of the terminating Party, by giving one (1) week's prior written notice to the other Party.

3. Compensation

3.1 WSDOT shall pay the CITY full reimbursement for all police services furnished under this Agreement, including vehicles and associated equipment, wage rates, labor, benefits, and overhead costs.

The estimated total cost for traffic control work to be performed by the CITY is Eighteen Thousand Six Hundred and No/100s Dollars (\$18,600.00). The CITY shall bill WSDOT a rate of Ninety-Three and No/100s Dollar per hour (\$93.00/hr.) for overtime hours worked. These rates include all direct and associated indirect costs.

4. Payment and Record Retention

4.1 WSDOT, in consideration of the faithful performance of the traffic control to be done by the CITY, agrees to reimburse the CITY for the traffic control services described herein pursuant to the all-inclusive payment rate and estimated monthly/annual service schedule identified in Section 3.1. The CITY shall invoice WSDOT on or after the first of the month for services and include detailed service information, including actual service hours per officer and vehicles and/or equipment used. Payment shall be made by a state voucher payable to the City of Sumner and sent to the CITY within thirty (30) calendar days after receipt of a detailed invoice. The CITY agrees to submit a final bill to the WSDOT within forty-five (45) calendar days after notification by WSDOT that CITY's services for traffic control assistance are no longer required.

4.2 WSDOT shall not be financially liable for scheduled law enforcement services which are not actually performed; however, when WSDOT requires the CITY's traffic control assistance for less than a three (3) hour period, the CITY shall be reimbursed for a full three (3) hour period. If a police officer has begun extra-duty services under this Agreement and then is called by the Chief of Police or designee for an emergency, special assignment or overtime duty, WSDOT agrees to reimburse the CITY for only the time the CITY actually performed the traffic control assistance.

4.3 During the progress of the services and for a period of not less than six (6) years from the date of final payment to the CITY, the records and accounts pertaining to the services performed under this Agreement, and accounting thereof, are to be kept

available for inspection and audit by the state and/or the federal government; and copies of all records, accounts, documents, or other data pertaining to this Agreement services will be furnished upon request. Upon the occurrence of any litigation, claim, or audit the records and accounts along with supporting documentation shall be retained until each litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six (6)-year retention period.

5. Duty Status

- 5.1 Each police officer assigned traffic control work pursuant to this Agreement is subject to call by the Chief of Police or designee at any time for emergencies, special assignment, or overtime duty. Extra-duty employment under the terms of this Agreement shall not infringe or interfere with this obligation.

6. Adherence to City Policies and Procedures

- 6.1 Police officers engaged in extra-duty employment are obligated to discharge all duties of their office and to adhere to the CITY's Police Department policies and procedures at all times. Such officers shall obey, uphold, and enforce the laws of the CITY and the State of Washington and the Constitutions of the State of Washington and the United States of America at all times. Such officers shall understand that while they are on duty or engaged in extra-duty assignment under this Agreement, they may be subject to discipline by the CITY. Police officers performing services pursuant to this Agreement shall only provide traffic control services as specified herein, and they are at all times while performing said services subject to and under the sole direction and control of the CITY police department.

7. No Special Duty to Contractor or Others

- 7.1 Police officers on extra-duty assignment have a primary obligation to the CITY, not WSDOT. They are expected to discharge all duties of their office while performing pursuant to this Agreement and will not perform any non-law enforcement/peacekeeping functions for WSDOT. Furthermore, this Agreement and performance thereof by the CITY police officers shall not create any special relationship with any person or duties to protect any specific persons from harm or injury including the Party signing this Agreement. The law enforcement/peacekeeping duties to be performed pursuant to this Agreement are the same in extent and scope as those provided by police officers to every member of the public.

8. Nondiscrimination

- 8.1 WSDOT shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age, the presence of any sensory, mental or physical handicap, or any other protected class status.

9. Dispute Resolution

- 9.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the CITY shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

10. Indemnification and Hold Harmless

10.1 To the extent provided by law, each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's negligent acts or omissions while performing pursuant to the terms of this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries death, or damages (both to persons and/or property) is caused by the sole negligence of the Party, its officers, officials, employees, or agents or involves those actions covered by RCW 4.24.115. Where such claims, suits, or actions result from concurrent negligence of the Parties and their officers, officials, employees, or agents, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the PARTY's, its officers', officials', employees', or agents' own negligence. The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, **the Parties, by mutual negotiation, hereby waive**, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This indemnification shall survive any termination of this Agreement.

10.2 The Parties do not intend to create any "special relationship" or "special duty" by entering into this Agreement and the CITY expressly disclaims any guarantee as to the safety or security of persons or property of WSDOT, its officers, agents, employees, contractors, and subcontractors, or the public traveling through or in the vicinity of the Project site; and makes no representations or warranties as to such safety or security by entering into this Agreement. Specifically, the Parties understand and agree that the City of Sumner has no greater duty with regard to the safety and security of persons or property of WSDOT, its officers, agents, employees, contractors, and subcontractors, or the public traveling through or in the vicinity of the Project site than it does with regard to the general public in providing law enforcement services throughout the CITY.

11. Venue

11.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.

12. Contacts and Notices

12.1 Contact between the Parties, including but not limited to invoicing and Agreement administration, and notices or materials authorized to be provided will be directed to the below identified Contacts as follows or his/her designee:

CITY:
Jeff Engel
Deputy Chief of Police
1104 Maple Street Suite 140
Sumner, WA 98390
Phone: (253) 299-5678
jeffe@sumnerwa.gov

WSDOT:
Michel Cross
Tacoma Project Office
2901 South 40th Street
Tacoma, WA 98409
(253) 538-3363
CrossM@wsdot.wa.gov

- 12.2 A Party may designate an alternative representative by notifying the other Party in writing, which includes communication by email.
13. Amendment
- 13.1 This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
14. Severability
- 14.1 Should any section, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

CITY OF SUMNER	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
APPROVE TO FORM CITY OF SUMNER	APPROVE TO FORM WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By:	By:
Printed:	Printed:
Title:	Title: Assistant Attorney General
Date:	Date:

Police Presence Hours

The current all-incluseive rate is a maximum of \$93.00/hour

Minimum time block per presence - 3 hours

Activity	Hrs per instance	No. of instaces	Number of Officers	Total HRS	Enforcing Auth	Notes
Closing SR 167	40	1	5	200	Sumner Police	This is for the weekend closure of SR 167

This estimate does not account for police presence for worker safety or incident response related to traffic control.

Cost

Hours	hourly cost	total
200	\$93	\$18,600

hourly rate is all inclusive

**RESOLUTION NO.
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND THE CITY OF SUMNER FOR EXTRA-DUTY POLICE SERVICES.

WHEREAS, the Washington State Department of Transportation (WSDOT) has a project for road work on State Route 167 known as the “SR 167/SR 410 to SR 18 – NB Congestion Management Project” that requires the full closure of SR 167 Northbound; and

WHEREAS, this full closure will necessitate a detour through the CITY, and in connection therewith, requires traffic control assistance; and

WHEREAS, the CITY is able to provide duly commissioned law enforcement officers to provide the needed traffic control assistance to WSDOT, subject to payment for services; and

WHEREAS, WSDOT has agreed to pay the CITY full reimbursement for all police services furnished under the proposed agreement, including vehicles and associated equipment, wage rates, labor, benefits, and overhead costs; and

WHEREAS, such agreements are specifically authorized by the Interlocal Cooperation Act of Chapter 39.34 of the Revised Code of Washington.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. That the Mayor is hereby authorized to execute the Interlocal Agreement for extra-duty police services with the Washington State Department of Transportation, attached hereto as Exhibit A.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

APPROVED AND ADOPTED this 3rd day of May 2021.

Mayor William L. Pugh

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

City Attorney Andrea Marquez

SUBJECT: Resolution No. XXXX - Interlocal Agreement with Bonney Lake for Fire Permit Review Services

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: \$300,840

Within Budget Allocation: Yes

ATTACHMENTS:

1. Resolution No. XXXX - Interlocal with Bonney Lake for Fire Permit Review
2. Interlocal Agreement between Sumner and Bonney Lake for Fire Permit Review

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

In 2019 East Pierce Fire and Rescue (EPFR) contacted the municipalities within its jurisdiction about the desire to adopt a full cost recovery model for fire prevention services. Fire prevention services primarily involve the review of building permits to ensure compliance with fire and life safety requirements. The proposed model would have aligned all of the EPFR's municipalities under a similar permit fee schedule. The current fire permit fee is 35% of the overall building permit fee. Of the fees collected, the city remits 70% to EPFR and retains 30% for administrative overhead. The proposed model would have increased the permit review fees to 40% and require 100% be remitted to the EPFR. Additionally, EPFR proposed collecting fees for pre-application meetings and special event permit meetings, which are currently a free service offered by the city. Staff analyzed the financial impact of the proposed financial model and determined that it would be more cost and operational beneficial to explore alternatives to fire permit review.

The City of Bonney Lake conducted a similar review and determined that it would also be in their best interest to explore alternatives. Both cities met and developed a plan to share an employee who will be responsible for fire plan review in both cities. Sumner will serve as the lead agency, employing and supervising the shared employee. Costs for the employee will be split on a per capita share and adjusted annually. For 2021 expenses will be split 33% Sumner and 67% Bonney Lake. Start up costs will be shared equally and are estimated to be approximately \$40,000 including a vehicle. The proposed Interlocal Agreement also establishes several operational conditions.

There is no negative financial impact to the 2021-22 budget. Fire permit revenues and Bonney Lake's contributions fully cover all costs associated with the position.

This Interlocal agreement should be considered in conjunction with the revised Interlocal agreement with East Pierce Fire and Rescue, as it removes fire plan review and investigation services.

Staff's full analysis and recommendation was reviewed by the Community Development and Finance and Personnel Committee earlier this year.

COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel Committee MEETING/STUDY SESSION DATE: 4/14/2021 COMMITTEE RECOMMENDATION:
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STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.: XXXX authorizing the Mayor to enter into an Interlocal agreement between the City of Sumner and City of Bonney Lake related to fire review services in a form as approved by the City Attorney.

RESOLUTION NO. XXXX

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE CITY OF BONNEY LAKE FOR FIRE PERMIT REVIEW SERVICES.

WHEREAS, the Parties are “public agencies” as defined by the Interlocal Cooperation Act, Chapter 39.34 RCW, and through the provisions of that chapter are authorized by state law to enter into interlocal agreements on the basis of mutual advantage and for the provision of mutually beneficial or economically efficient services and facilities; and

WHEREAS, the Parties currently both receive fire review of submitted permit applications/plans from East Pierce Fire and Rescue, who has expressed a desire to adopt a new fee schedule for fire review services that is not beneficial to the Parties’ taxpayers; and

WHEREAS, the Cities have similar plan/permit fire review needs and each Party can realize certain economies from sharing resources, thereby providing savings to taxpayers through contracting for shared services; and

WHEREAS, Sumner agrees to hire and manage a full-time employee capable of performing plan/permit fire review services, and Bonney Lake agrees to compensate Sumner for its proportionate share of said building inspector for the services offered and performed on its behalf under this Agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON:

Section 1. Authorization. That the City Council hereby approves the Interlocal Agreement between the City of Sumner and the City of Bonney Lake for fire permit review services, a copy of which is attached and incorporated by reference, and authorizes the Mayor to sign said agreement on behalf of the City of Sumner substantially in a form as approved by the City Attorney.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

ADOPTED AND APPROVED this 19th day of April, 2021.

Attest:

William L. Pugh, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF
SUMNER AND THE CITY OF BONNEY LAKE
FOR
FIRE REVIEW SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between the City of Sumner, a Washington municipal corporation ("Sumner"), and the City of Bonney Lake, a Washington municipal corporation ("Bonney Lake"), (collectively, the "Parties" or "Cities" or in the singular "Party" or "City").

WHEREAS, the Parties are "public agencies" as defined by the Interlocal Cooperation Act, Chapter 39.34 RCW, and through the provisions of that chapter are authorized by state law to enter into interlocal agreements on the basis of mutual advantage and for the provision of mutually beneficial or economically efficient services and facilities; and

WHEREAS, the Parties currently both receive fire review of submitted permit applications/plans from East Pierce Fire and Rescue, who has expressed a desire to adopt a new fee schedule for fire review services that is not beneficial to the Parties' taxpayers; and

WHEREAS, the Cities have similar plan/permit fire review needs and each Party can realize certain economies from sharing resources, thereby providing savings to taxpayers through contracting for shared services; and

WHEREAS, Sumner agrees to hire and manage a full-time employee capable of performing plan/permit fire review services, and Bonney Lake agrees to compensate Sumner for its proportionate share of said building inspector for the services offered and performed on its behalf under this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

AGREEMENT

- 1. Purpose.** It is the purpose of this Agreement to enable the Parties to take advantage of economies of scale by sharing the costs of an employee to conduct fire permit plan review and associated inspections.
- 2. Term of Agreement.** This Agreement shall become effective as of the date this Agreement is approved by the City Councils of Sumner and Bonney Lake. Unless terminated pursuant to the terms of this Agreement, this Agreement shall remain in full force and effect until December 31, 2026. This Agreement shall thereafter automatically renew for additional two (2) year terms, unless earlier terminated subject to the requirements of this agreement.
- 3. Sumner Responsibilities.** Sumner agrees to the following:
 - 3.1 Employee.** Sumner shall advertise for, and hire, one full time employee to perform plan/permit fire review services (hereinafter referred to as the "Plan Reviewer"). Bonney Lake will be afforded the opportunity to participate in the Plan Reviewer selection process. The Plan Reviewer's duties are outlined on the attached Exhibit A. Sumner

represents and warrants that the Plan Reviewer hired will have and maintain the requisite licensing, certification, training, skill, and experience necessary to provide the services offered under this Agreement. Sumner agrees to consider Bonney Lake's requirements, and the requirements of this agreement, in selecting and hiring the Plan Reviewer. Sumner shall maintain complete discretion over, and shall be solely responsible for, the Plan Reviewer's wages, schedule, benefits, management, review, retention and equipment. The Plan Reviewer shall remain under the direct supervision of the City of Sumner, with the job duties and performance subject only to Sumner's applicable rules and regulations, including Sumner's personnel policies. Bonney Lake shall not have any managerial authority or control over the Plan Reviewer, subject only to the limited input solicited through section 3.4 below.

The Plan Reviewer shall be exclusively an employee of the City of Sumner, and no employee, independent contractor or agency relationship shall be formed with Bonney Lake by virtue of this agreement, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of fire plan review services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City of Sumner under any applicable law, rule, or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

3.2 Transportation. Sumner shall provide the Plan Reviewer with an insured City-issued vehicle to be used during any site inspection necessary to carry out the duties of the position for either Bonney Lake or Sumner inspections. The vehicle will display the names or images of both Sumner and Bonney Lake.

3.3 Cost Allocation. Employee costs including but not limited to wages, benefits, training, and supplies shall be shared on a proportional per capita basis.
2021 Proportional Per Capita costs are as follows:

	2020 OFM Populations	Proportional Share
Sumner	10,360	33%
Bonney Lake	21,390	67%
Combined	31,750	100%

The per capita proportion shall be adjusted January 1st of each year based on the previous April's OFM population estimate.

Indirect costs, including but not limited to information technology, fleet maintenance, liability insurance and vehicle replacement shall also be shared on a proportional per capita basis. Recurring costs shall be paid in accordance with Section 5 of this Agreement.

Initial start up costs for a vehicle, laptop, monitor, cell phone shall be shared equally at 50%.

3.4 Plan Review turnaround. The Plan Reviewer will use best efforts to review submitted plans, provide comments, and conduct any necessary inspections in accordance with

Bonney Lake's standard review practices/timelines, but in no event longer than 45 days after receipt of the plan. In the case of substantial backlog, Plan Reviewer shall have the discretion to prioritize their review services in the order in which the plan was submitted, irrespective of whether the plan is for a Sumner or a Bonney Lake permit.

Bonney Lake shall have authority to establish procedural and time limitations of the Plan Reviewer to ensure the services meet the approval of Bonney Lake. The Plan Reviewer's performance of work for Bonney Lake shall be subject to Bonney Lake's general rights of inspection and review to secure the satisfactory completion thereof. In the event of any concern related to the performance of the Plan Reviewer, or the Plan Reviewer's compliance with Bonney Lake's standard review practices/timelines, the City of Bonney Lake shall submit its concern in writing to the Sumner Development Services Director who shall thereafter work with Bonney Lake in good faith to remedy the issue.

4. Bonney Lake Responsibilities. Bonney Lake agrees to the following:

- 4.1 Permit Fees.** Bonney Lake shall collect any applicable permit review fees relevant to permit review conducted by the employee for projects that are within the City of Bonney Lake. No permit fees shall be remitted to Sumner.
- 4.2 Timely Reimbursement.** Bonney Lake shall reimburse Sumner for Bonney Lake's proportion of the Plan Reviewer's Service Fees in accordance with Section 5, below.
- 4.3 Workspace/Technology Access.** Bonney Lake shall provide the employee access to a city facility where the Plan Reviewer can conduct fire plan reviews and meet with applicants. This workspace will be secondary to the Plan Reviewer's workspace at Sumner City Hall, and shall include at a minimum, a workspace, access to wireless internet and an electrical outlet to charge a laptop.

Bonney Lake shall provide access and training to any software needed for the employee to perform fire review services in Bonney Lake.

- 4.4 Establish Standard Review Practices/Timelines.** Bonney Lake may establish and set forth any procedural or timeline specific expectations that will apply to the Plan Reviewer's provision of services to Bonney Lake. In the absence of such procedures/time limits, the Plan Reviewer shall approach, consider and conduct Bonney Lake plan reviews in the same or substantially similar way they approach Sumner plan reviews.

5. Payment and Funding. Bonney Lake agrees to pay the City of Sumner for the Plan Reviewer's Service Fees pursuant to the following.

- 5.1 Reimbursement.** Sumner shall invoice Bonney Lake on a quarterly basis for its proportionate share of actual costs incurred under Section 3.3. Within thirty (30) days of receipt of each quarter's invoice, Bonney Lake shall remit payment to Sumner. Payments that are more than thirty (30) days late shall accrue interest at the maximum allowable legal rate. Payment due to the City of Sumner shall be mailed to:

City of Sumner

Finance Department
1104 Maple St., Suite 200
Sumner, WA 98390

- 5.2** The City of Sumner shall maintain adequate records to support billings for services set forth in this Agreement. Said records shall be maintained for a period of six (6) years after completion of this Agreement, or in accordance with the State records retention schedule, whichever is longer. Bonney Lake or its authorized representatives shall have access, during normal working hours, to any Sumner books, documents, papers or records which directly relate to this Agreement.
- 5.3** **Billing Disputes.** In the event there is a dispute regarding an invoiced amount by Sumner, the Parties shall make every effort to resolve such dispute by mutual agreement. In the event there is no mutually agreed resolution to the dispute, the Parties shall forward the dispute to each Party's City Administrator for resolution. In the event there is no resolution after review by the Parties' City Administrator, within sixty (60) days the Parties shall seek mediation through a mutually agreed mediation service and each Party shall bear its own costs for mediation. If mediation is unsuccessful, or if either Party fails to cooperate with seeking mediation in a timely manner, either Party may pursue any legal remedy available from a court of competent jurisdiction. Alternatively, an unsuccessful mediation shall be grounds for either Party to terminate this Agreement upon thirty (30) days notice.

6. Termination.

- 6.1** **Termination by Notice.** Either Party may terminate its participation in this Agreement by providing the other Party with one-hundred and eighty (180) days advance written notice of the effective date of such termination. The Party providing such notice shall remain responsible for any costs incurred under this Agreement through to the effective termination date.
- 6.2** **Termination by Mutual Written Agreement.** This Agreement may be terminated in its entirety at any time by a written agreement executed by both of the Parties.
- 6.3** **Termination for Breach.** Either Party may terminate its participation in this Agreement for material breach of the terms of this Agreement upon thirty (30) days advance written notice to the other Party, provided that disputes regarding billing statements shall be handled pursuant to Subsection 5.3 and shall not be deemed a breach of this Agreement except as set forth in Subsection 5.3. Prior to termination for material breach, the non-breaching Party shall provide the other Party notice of the breach and a reasonable opportunity to cure.

- 7. Indemnification and Insurance.** Each party to this Agreement shall indemnify, defend and hold the other party and its officers, directors, agents, employees, representatives, vendors, subcontractors and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees, court costs, and disbursements, that the other party may incur or pay out by reason of the Plan Reviewer's performance of work for that Party. For example, if the Plan Reviewer commits an allegedly negligent or willful act while

conducting plan review activities for Sumner, Sumner shall indemnify, defend, and hold Bonney Lake harmless, and vice versa. Each Party shall provide defense and indemnity for the Plan Reviewer pursuant to their municipal codes (BLMC Chap. 2.52 and SMC 2.118) for acts occurring during the Plan Reviewer's performance of work for that Party. The provisions of this section (Indemnification) shall survive the expiration or earlier termination of this Agreement.

7.1 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or property caused by or resulting from the concurrent negligence of the Cities, its officers, officials, employees, and volunteers, the City of Sumner's liability, including the duty and cost to defend, hereunder shall be only to the extent of Sumner's negligence. **It is further specifically and expressly understood that the indemnification provided herein constitutes Sumner's waiver of immunity under the Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.**

7.2 Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification.

7.3 Each Party shall maintain customary insurance sufficient to cover liabilities resulting from the Permit Reviewer's performance of duties under this Agreement.

8. Public Records. Each Party shall be responsible for fulfilling public records requests received by that Party, and shall use best practices in doing so, including providing the fullest assistance to requesters. The Parties shall cooperate and help each other in fulfilling requests to the extent such cooperation will assist the parties in discharging their duties under the Public Records Act, Chap. 42.56 RCW. Because the Parties are engaged in a joint enterprise, the sharing of records shall not waive the attorney/client or work product privileges that would otherwise apply.

9. Miscellaneous

9.1 Notices. Notwithstanding Subsections 3.4 and 4.3 herein, notices provided pursuant to this Agreement shall be provided in writing to the person and address indicated below. Notices shall be deemed delivered three (3) days after placement of the notice in the U.S. Mail, first class postage pre-paid. Courtesy copies of notices may be provided via email transmission but shall not constitute delivery of written notice as set forth herein.

City of Sumner
Development Services Director
1104 Maple Street
Sumner, WA 98390

City of Bonney Lake
Public Services Director
9002 Main Street East, Suite 300
P.O Box 7380
Bonney Lake, WA 98391

- 9.2 Non-waiver of Breach.** The failure of either Party to insist upon strict Performance of any of the covenants and agreements contained in this Agreement shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.
- 9.3 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Should litigation be sought, suits shall be filed exclusively under the venue, rules, and jurisdiction of the Pierce County Superior Court, Pierce County, Washington.
- 9.4 Assignment.** This Agreement is not assignable by either Party, in whole or in part.
- 9.5 Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless made in writing and approved by a majority of the City Council of each city, provided that if the Parties mutually agree a modification is minor and does not substantively alter the Agreement to a significant degree, each Party's City Administrator may approve the change.
- 9.6 Compliance with Laws.** Both Parties agree to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- 9.6.1 Nondiscrimination in Employment.** In the performance of this Agreement, neither Party will discriminate against any employee on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age, nor other basis prohibited by state or federal law unless based upon a bona fide occupational qualification. Both Parties shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state, and federal laws prohibiting discrimination in employment.
- 9.6.2 Nondiscrimination in Services.** Neither Party will discriminate against any recipient of any Services provided for in this Agreement on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age, nor other basis prohibited by state or federal law.
- 9.7 Entire Agreement.** The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations, or agreements, either verbal or written, of any officer, employee, or other representative of each party and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.
- 9.8 Severability.** If any provision of this Agreement, in whole or in part, is adjudicated to be invalid, such action shall not affect the validity of any provision not so adjudicated.

9.10 No Third Party Beneficiaries. This Agreement is between the Parties only and is not meant to benefit any third party.

City of Bonney Lake: By: _____ (signature) Print Name: Neil Johnson Its Mayor DATE: _____	City of Sumner: By: _____ (signature) Print Name: William L. Pugh Its Mayor DATE: _____
ATTESTED BY: _____ City Clerk _____ APPROVED AS TO FORM ONLY: _____ Kathleen Haggard, City Attorney	ATTESTED BY: _____ City Clerk _____ APPROVED AS TO FORM ONLY: _____ Andrea Marquez, City Attorney

EXHIBIT A
PLAN REVIEWER JOB DUTIES

SUBJECT: Resolution No. XXXX - Interlocal Agreement with East Pierce Fire and Rescue

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. XXXX - Interlocal EPFR
2. Interlocal Agreement Sumner and EPFR

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

In 2009 the City entered into an Interlocal Agreement with East Pierce Fire and Rescue (EPFR) outlining several post annexation issues related to property and services. The ILA has been amended administratively several times and by council in 2020 when the Station Lane Parking Lot was acquired by EPFR. As part of the proposed changes related to fire permit plan review, staff and EPFR felt it was time to amend the ILA to better reflect the current services and property ownership matters.

The significant changes in this agreement include:

- The City is responsible for Emergency Management (administrative amendment in 2013).
- Fully releases city's interest in fire apparatus.
- Removes references to Fire Permit Review work by EPFR.
- Removes references to 24th Street Bridge over the White River.
- Removes references to previously planned and executed training burns.
- Removes the City's ex-officio board of commissioners membership.
- Removes requirement for district participation in annual community events.

There are no changes to the provisions related to the real property (Fire Station and Station Lane Parking Lot), antique Kenworth Fire Engine, or pre-existing pension and medical obligations.

COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel Committee

MEETING/STUDY SESSION DATE: 4/14/2021

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.: XXXX authorizing the Mayor to enter into an interlocal agreement between the City of Sumner and East Pierce Fire and Rescue related to post annexation fire services and asset ownership in a form as approved by the City Attorney.

RESOLUTION NO. XXXX

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND EAST PIERCE FIRE AND RESCUE RELATED TO POST ANNEXATION SERVICES AND ASSET OWNERSHIP.

WHEREAS, the Parties are “public agencies” as defined by the Interlocal Cooperation Act, Chapter 39.34 RCW, and through the provisions of that chapter are authorized by state law to enter into interlocal agreements on the basis of mutual advantage and for the provision of mutually beneficial or economically efficient services and facilities; and

WHEREAS, the City petitioned to annex into the District and an annexation election before the voters of the District and the City was ratified by the voters on April 22, 2008; and

WHEREAS, the Parties entered into an Interlocal Agreement in 2009 to address post annexation issues regarding the on-going relationship between the two organizations, capital equipment and facilities ownership and standards for communication; and

WHEREAS, the Parties agree that it is necessary to replace the 2009 Interlocal Agreement with this updated agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON:

Section 1. Authorization. That the City Council hereby approves the Interlocal Agreement between the City of Sumner and East Pierce Fire and Rescue outlining post annexation services and asset ownership, a copy of which is attached and incorporated by reference, and authorizes the Mayor to sign said agreement on behalf of the City of Sumner substantially in a form as approved by the City Attorney.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

ADOPTED AND APPROVED this 19th day of April, 2021.

Attest:

William L. Pugh, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF SUMNER
AND
EAST PIERCE FIRE AND RESCUE
(FORMERLY PCFPD NO. 22)**

THIS INTERLOCAL AGREEMENT is entered into by and between the CITY OF SUMNER, a Washington State municipal corporation (hereinafter referred to as "the City") and EAST PIERCE FIRE and RESCUE, a Washington State municipal corporation (hereinafter referred to as "The District")(collectively referred to herein as the "Parties"), and in conformity with the Interlocal Cooperation Act, Chapter 39.34 RCW.

WHEREAS, the City petitioned to annex into the District and an annexation election before the voters of the District and the City was ratified by the voters on April 22, 2008; and

WHEREAS, the Parties entered into an Interlocal Agreement in 2009 to address post annexation issues regarding the on-going relationship between the two organizations, capital equipment and facilities ownership and standards for communication; and

WHEREAS, the Parties agree that it is necessary to replace the 2009 Interlocal Agreement with this updated agreement; and

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants contained herein, is the Parties hereby agree as follows:

I. GENERAL PROVISIONS

A. Term

This agreement shall have a term of fifteen (15) years after the effective date hereof, provided that this agreement shall be automatically renewed from year to year unless terminated or modified in accordance with the provisions hereof. The Parties may review the terms of this agreement at least sixty (60) days before the end of each year during the Term to determine if changes need to be made.

B. Termination

Either Party may terminate this agreement during the term of this agreement, or any renewal term, with or without cause, by providing 90 days written notice to the other Party. Section III, below, shall strictly survive termination, and any conveyance or sale of the buildings and equipment after the effective date of termination shall be pursuant to the terms of that section.

C. Additional Agreements

The City Administrator and the District Fire Chief may periodically execute additional agreements to implement the terms of this Interlocal Agreement consistent with the spirit and purpose of collaborative inter-governmental efficiency and sharing of resources.

II. EFFECTIVE DATE

This agreement shall become effective upon the adoption by both parties and remain in effect until renewed or terminated pursuant to the provisions herein.

III. BUILDINGS AND EQUIPMENT

A. Fire Station Building and Property

The City transferred title to the real property commonly known as 800 Harrison St., Sumner, consisting of a fire station building and the underlying property (the "Property"), at no cost to the District for as long as the District uses it for the provision of fire and medical services to the City. The conveyance deed through which the City transferred title to the Property to the District includes a reversionary clause providing that if the Property is no longer being used by the District to deliver fire and medical services to the City, the land and building will automatically revert back to the City at no cost, and EPFR agrees to execute any and all documents necessary to effectuate this reversion. While the Property is being used for the provision of fire and medical services to the City, the District has the sole responsibility to maintain and operate the building and grounds in good working order, which shall mean at a minimum keeping the property and building (1) insured and (2) free from structural damage, encumbrances or liens.

In 2020, the City transferred to the District, by intergovernmental disposition, parcel no. 0420243182, commonly known as the Station Lane Parking Lot, for the purchase price of Two Hundred One Thousand, Seven Hundred Fifty Dollars and 00/100 (\$201,750.00)(the "Parking Lot Property"). The Parking Lot Property became part of the overall property that shall revert back to the City at such time as the District ceases to use the property and building for the provision of fire and medical services to the City, except that the City shall pay to the District the agreed value of the Parking Lot Property at the time of any future reversion. "Agreed Value" for the purposes of this agreement, shall mean \$213,439.00 for a period of ten (10) years expiring September 1, 2030, after which date the agreed value shall mean the fair market value of the Parking Lot Property as determined by a certified appraiser who shall be mutually agreed-upon by the Parties. EPFR agrees to execute any and all documents necessary to effectuate this conveyance.

B. Kenworth Fire Engine

The City of Sumner Kenworth Fire Engine (Serial No. 331135581, license plate 2386MX) shall remain the property of the City who shall be responsible for housing and maintaining it, and shall have complete discretion about whether, or how, to retain ownership. The Parties will coordinate use of the Engine for community events.

C. Other Apparatus

The District has titles to, and shall continue to own and maintain, the following vehicles:

- Simon Aerial Ladder Truck #4S7AW4298XCO29453

- Pierce Dash Fire Engine #4P1CDO1H27A006870

The City retains no financial or property interest in the above listed vehicles. Any future decisions regarding the use or surplus of the vehicles is the sole discretion of the district.

All other apparatus listed in the now-replaced 2009 Interlocal Agreement between the Parties have already been surplused by the District and City.

IV. SUCCESSORS AND ASSIGNS

The City shall allow the assignment or succession of this Agreement without approval of the Sumner City Council so long as any successor or assignee provides the City with the same level of services provided by the District, and on the same terms and conditions outlined herein.

V. DISPUTE RESOLUTION

This Agreement shall allow for either party to reopen specific contract provisions for re-negotiation by giving the other party ninety (90) days written notice. The written notice shall specify the provision to be negotiated and the requested change. If the parties cannot come to resolution through staff-to-staff negotiations, then the Parties may engage in alternative dispute resolution processes in the following order: (1) first through mediation with a mediator mutually chosen by the Parties, or if the Parties shall be unable to agree, through the mediation services of JAMS; (2) the dispute shall be referred to and arbitrator mutually chose by the Parties, who shall render a binding decision subject to RCW 7.04A.

VI. MISCELLANEOUS PROVISIONS

A. No Waivers

This Agreement does not create any agency or similar relationship among the Parties. No Party shall have authority to waive any applicable privilege or doctrine on behalf of any other Party; nor shall any waiver of an applicable privilege or doctrine by the conduct of any Party be construed to apply to any other Party.

B. Modification

This Agreement may be modified only with the written consent of both Parties.

C. Governing Law

This Agreement is entered into under the laws of the State of Washington. If it becomes necessary to interpret any of the Agreement's terms, it is the intent of the Parties that the laws of the State of Washington shall apply.

D. Binding Effect

This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, legatees, representatives, attorneys, successors, transferees, and assigns.

E. Severability

If any provision of this Agreement is deemed by law to be void, invalid or inoperative for any reason, that provision will be deemed modified to the extent necessary to make it valid and operative or, if it cannot be so modified, then such provision will be deemed severed from this Agreement, with the remaining Agreement continuing in full force and effect as if the Agreement had been signed with the void, invalid or inoperative provision eliminated.

F. Entire Agreement/Counterparts

This Agreement contains the entire agreement between the Parties as to its subject matter. There are no third-party beneficiaries to this Agreement. This Agreement may be signed in any number of multiple counterparts, through original and/or facsimile signature, each of which will be considered to be a duplicate original, and will be considered to be one and the same instrument.

G. Pre-existing Pension and Medical Obligations

The City shall retain responsibility for any and all costs and liabilities related to pre-LEOFF and LEOFF I retirees including, the pension and medical costs of all pre-LEOFF and the medical costs of all LEOFF I retirees. Any trust revenues will remain property of the City.

H. District Consultation

The City shall consult with the District when planning City-hosted events, and while reviewing and approving applications for Special Event permits that may affect emergency operations. This consultation shall be at no cost to the City or Special Event Applicant.

The District will provide operational subject matter expertise for building permit plan review on an as needed basis, as requested by the City. The purpose of this is to allow the District to provide input on operational preferences that are not specifically outlined in the International Fire Code or International Building Code. This consultation shall be at no cost to the City or Permit Applicant.

I. Impact Fees

If, at any point during the term of this agreement, the District adopts Fire Impact Fees, prior to their implementation, the Parties agree to meet and agree to terms regarding how the fees will be adopted and collected.

CITY OF SUMNER

William L. Pugh, Mayor

Jason Wilson, City Administrator

Approved as to form

Andrea Marquez, City Attorney

Attest:

Michelle Converse, City Clerk Date

EAST PIERCE FIRE & RESCUE

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Attest:

District Secretary Date

Approved as to Form:

District Attorney



SUBJECT: Resolution No. XXXX - Agreement with Avidex for Council Chambers A/V Upgrade

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: \$175,000

Within Budget Allocation: Included in the 2021 Q1 Budget Amendment

ATTACHMENTS:

1. City of Sumner Phase 2 Build Council Chambers Conference Room AV Systems 210090

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The COVID-19 pandemic has changed the way the City does business as well as interacts with the public. A prime example of this shift has been our pivot to hosting Council Meetings and Study Sessions in a "virtual" environment. This change has increased the public's ability to access our meetings and interact with the City. As part of our remodel of the Council Chambers, the City has made it a priority to ensure that future in-person meetings would have a virtual component.

Using Washington State Department of Enterprise Service's Master Contract list, the City Desires to enter into an agreement with Avidex for an Audio and Visual upgrade of the City Council Chambers and First Floor Conference Room. The contract includes display monitors, microphones, speakers, software, installation, training and support.

Avidex is an industry leader in providing Audio/Visual solutions to local governments having worked with both Pierce and King counties as well as the Cities of Burien, Redmond. The Avidex team also worked directly with PCTV in designing our system so the the City could leverage their existing camera technology.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Adopt Resolution No. XXXX authorizing the Mayor to enter into an agreement with Avidex for an A/V upgrade to the City Council Chambers

City of Sumner

PHASE 2

Council Chambers and Conference Room

Audiovisual Systems Build

AUDIOVISUAL SOLUTION PROPOSAL

210090

Version 1



STATE OF WASHINGTON
DES MASTER CONTRACT NO. 03418

Submitted by

Dave Crace
dcrace@avidex.com
425-274-7916



13555 Bel-Red Road, Suite #226 | Bellevue, WA 98005 | 425.643.0330

AVIDEX INDUSTRIES, LLC
WA Limited Energy License AVIDEIL963CZ

1

April 8, 2021

Confidential

210090

City of Sumner
PHASE 2

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INTRODUCTION

For the purposes of this proposal, Avidex Industries, LLC will be referred to as “Avidex” and the City of Sumner shall be referred to as “Client”.

Our work will be completed at the Client’s location, 1104 Maple Street., Sumner, WA. 98390, in the following rooms/spaces:

- Council Chambers
- Conference Room

OVERVIEW

Based on the design meetings held with the Client and PCTV, Avidex has developed the following proposal to provide audio video (AV) systems in the rooms outlined above.

It is important to affirm the requirements for the new audio video systems installed in the spaces listed above. The implemented solution needs to meet specific performance goals.

Any new system must be:

- Technically capable of supporting the intended uses.
- Reliable for the users to not require excessive support.
- Simple to operate and easy to use for all who interact with it.
- Cost-effective both in deployment and long-term operation

Systems must provide for the following considerations:

- Consistent interface for easier user recognition
- Flexible implementations capable of adapting to future technology choices.
- Compatibility with IT direction of Unified Communications
- The ability for all users to see and understand what is being presented.
- Allow control of how the image(s) are presented and allocated to the display space.

Collaboration is a key element of the Client’s methodology. The Council Chambers and Conference room are spaces designed to facilitate this collaboration. Whether the collaboration occurs locally within these rooms or with remote participants, the free flow of information and ideas is important to the success of the meetings held in these spaces. Within the overall framework of collaboration, the goals outlined above become the primary drivers of technology selection and use.

PROJECT SUMMARY

This proposal describes the audio-video implementations for the Council Chambers and Conference Room.

The following are the requirements as a result of the design contract in discussions with the Client and PCTV, along with some recommendations based on product research and evaluation. The requirements detailed here assure that the solutions described later in this document are consistent with the needs expressed during the design meetings.

COUNCIL CHAMBERS

Overview

The Client is currently underway with remodeling the Council Chambers. The new remodel involves changing the room orientation so that the new front of the space is facing the opposite direction from the original orientation. The construction includes building a new platform and Dais, in addition to electrical, data, and other related work. The space is approximately 40'Lx39'W with 9' suspended ceiling.

To support the remodeled Council Chambers a new audiovisual system has been developed. The new system is in support of general presentation needs, both wired and wireless, Zoom Unified Communications (UC), and Audio-Conferencing (ATC) to include the following:

Display

To provide the ability for the participants to see a presentation or UC session, large format 4K flat panel displays are planned. The design has been developed around providing and installing (1) 98" diagonal 4K LED LCD professional flat panel display mounted on the wall behind the dais. Due to audience sightlines this display will be mounted as close to the 9' ACT ceiling as possible. During construction, the windows behind the Dais will be covered or removed with the necessary backing and wall construction provided by others to support wall mounting this display. To support mayor – council members – staff viewing, one (1) identical 98" diagonal flat panel will be installed on the back wall, also as high as the ACT will allow. Due to sightline obstructions created by the support columns, as well as to serve as a primary display for study sessions and other meetings where participants are on the main floor, one (1) additional 98" diagonal display will be mounted on the south far side wall, also as high as the ceiling will allow.

Video

To support the presentation needs for the council meetings and other events the video portion of the system has been developed around installing an AV over IP solution utilizing one (1) new PoE+ managed gigabit switch to support AV input, output and control to the three (3) wall mounted displays, as well as an over-flow feed into the Conference Room OFE display as outlined below.

AV presentation connections include:

- City Clerk PC
 - HDMI connection
 - Movable furniture to stage left of the dais.
 - Provide AV disconnects on the dais side panel.
- Staff Table PC
 - HDMI connection
 - Located at the rear wall.
 - This is the only dedicated PC with support for hosting Zoom calls.
- Lectern Laptop or BYOD
 - HDMI connection
 - AV disconnect plate co-located with the City Clerk station.
- Wireless BYOD devices
 - Wireless BYOD devices for presentation and to support a UC Zoom meeting while in a Study Session
 - Study Session is intended to use the side wall display via the BYOD wireless device, which has been provisioned with a dedicated UC camera due to sightlines and locations of PCTV cameras.
 - Audio to support Study Sessions and UC conferencing is by re-location of the wireless conferencing units from the Dais positions.

The above sources are able to be matrixed using a PoE+ gigabit switch located in the equipment rack. The matrixing of video will provide the ability to show the same or different content on each of the flat panel displays in the Chambers and overflow to the Conference Room.

Lighting for Video Conferencing & Broadcast

Avidex is recommending a conferencing lighting solution to provide for optimal lighting in support of PCTV broadcasts and UC Zoom meetings. This system will tie into the AV control system to allow the system to be on/off as needed. The system is comprised of 5+1 aimable fixtures positioned in front of the dais and clerk stations. Due to the high-voltage requirement, Avidex will provide the fixtures and Dimmer modules to be installed and connected by others.

Cameras

To support UC, Zoom video conferencing at the Staff Table PC, the proposed solution leverages the existing PCTV cameras to cover the council members and staff seated participants during a UC Zoom meeting. The cameras will be upgraded with software to support a network video feed that will be routed and controlled by the AV system to an adapter connected to the OFE Staff PC. Locations of cameras are being determined by PCTV, and Avidex will assist with camera relocation under a separate contract to PCTV.

Audio – Conferencing

There are eight (8) new wireless gooseneck conferencing stations at the dais. This system supports both UC Zoom and ATC SIP/POTS conferencing. The system base station has a local speaker that is provided a “mix-minus” audio of all stations less itself as well as program audio, thereby providing a personal audio reinforcement to the council members. This is in addition to the audio from the conferencing system being routed to the speakers over the audience section. In addition, the conferencing solution provides for voting support that can be displayed via the system web interface. Display of the vote would simply require a PC connected to the AV system to log into the conferencing access point (AP) web browser and have its video routed via the AV network.

Audio – Wireless Microphones

The eight (8) channel wireless microphone solution is comprised of three (3) new wireless handheld microphones with stands for the clerk station, (1) new wireless handheld microphone with stand at the lectern for guest comments and two (2) wireless handheld microphones with stands for use at the staff table. The system supports two (2) additional wireless microphone transmitters in the future. These microphones are part of the UC Zoom session audio and local reinforcement.

Audio – Study Session

For audio support of a study session where the tables are in front of the dais, the wireless conferencing stations will be re-located from the dais to the study session tables. This audio will be in support of a UC Zoom call during these sessions as well as the aforementioned “mix-minus” audio.

Video – Study Session

For content video support during a study session, the wireless BYOD device will be utilized. Up to six (6) participants can connect and display content via this device to be displayed on the side wall monitor. As an added functional benefit, the wireless device

allows a limited number of additional participants to join the same session with their BYOD devices in order to have the displayed content mirrored back to their device, giving them a “personal” monitor. This allows for ease of viewing content on either display. This wireless video sharing device is also the method to support UC Zoom study sessions meetings.

Camera – UC Zoom Study Session

The PCTV’s cameras are located to cover the dais and audience in support of PCTV broadcast and general council chambers UC Zoom calls. This results in an additional camera to support the sign lines resulting from the seating and display arrangement for study sessions. This camera will be located directly beneath the side wall display, which will be mounted as high as possible to allow the camera to be mounted as close to seated height position as possible. This camera is not tied into the PCTV system, but instead is native to the AV network audio processor for ease of implementation with the wireless BYOD device used for UC Zoom study sessions.

Audio – Processing

To support the microphone and program audio, the system will include (1) new audio digital signal processor (DSP), (1) new multi-zone amplifier, and (12) ceiling speakers. Having zones for the speakers is to support limited voice lift from the microphone systems, in conjunction with the conferencing solutions integrated mix-minus base stations. To support recording and archival of audio, a solid state recorder is provided. The recorder supports recording to both SD card (two slots, 32GB ea.) and USB storage media. The unit can be configured for ‘dual’ simultaneous recording to both formats or ‘relay/cascade’ recording where longer recording times are needed.

Control

To support control of the system, one (1) new 10” wired touch panel will be located at the staff table. A back-up operator solution via an OFE iPad/Tablet is available as needed.

Count-down Timer

The countdown timer is a function of the control system, which will deploy one (1) 7” wired touch panel at the lectern and one (1) 7” wired touch panel at the Mayor location. The main wired touch panel at the staff table will be able to set up / control the count-down timer functions. The ability to set up / control the count-down timer can also be mirrored on the Mayor’s touch panel.

Equipment Rack (Located in adjacent control room)

The existing OFE equipment rack will be re-used for the new AV system. Power distribution will be upgraded to accepted installation standards.

ADA Compliant Assistive Listening, (ALS)

The City decommissioned their existing ALS RF system, which will be replaced with a new RF system to function and perform as before. The new system also supports the future implementation of BYOD devices when or if the time comes for this to be beneficial for the City's staff and its citizens.

Pierce County Television, PCTV

PCTV cameras and support equipment are part of the currently installed broadcast system. The AV design leverages these components to be used in support of UC Zoom conferencing hosted by the Staff Table PC.

The design upgrades the OFE PCTV cameras with software to support network streaming video that will be incorporated into the AV system. The AV system will also be provided an SDI + audio feed of PCTV's program output.

PCTV in turn will be provided a 1080p/30 SDI feed of the presentation content along with a balance analog audio feed of program, microphone, and Zoom conference far side audio for incorporation into their broadcast.

During a Council Meeting when PCTV has an operator onsite, the PCTV SDI program video and audio feed will be used to support UC Zoom calls and thereby mirror what PCTV is broadcasting.

To support UC, Zoom conferences when PCTV is not broadcasting, the PCTV camera streams are available on the AV network for routing to the Staff PC independent of the PCTV program output.

Please note that control of PCTV cameras is a simultaneous function of the PCTV system and the AV control system, so care will need to be taken to not interfere with PCTV operation when they are "in-house" and broadcasting.

CONFERENCE ROOM

In the Conference Room, the existing display will be provided a video + audio feed (HDMI) from the Council Chambers for overflow. At this time, there is no provision to get video + audio from the Conference Room back into the Council Chambers, but the system can support this requirement in the future should the need arise.

To support UC, Zoom meetings in the Conference Room, a simplified solution has been developed to provide the necessary video and audio pick up of participants to an OFE dedicated PC located in the existing credenza.

The UC conferencing camera will mount beneath the display and connect directly to the OFE PC via an active USB extension cable. Control of the camera is via the provided IR remote control.

The UC conferencing audio microphone solution is a ceiling mounted digital steerable array that will allow pick up of participants at the table and seated along the inside wall. The mic array will be installed in a hard-lid mount. This mount requires a 2' x 2' framed opening to be provided by others. Once installed, the mount has a hinged frame for serviceability.

It is understood there is an accessible path for cabling from above the ceiling and behind the display to the credenza location.

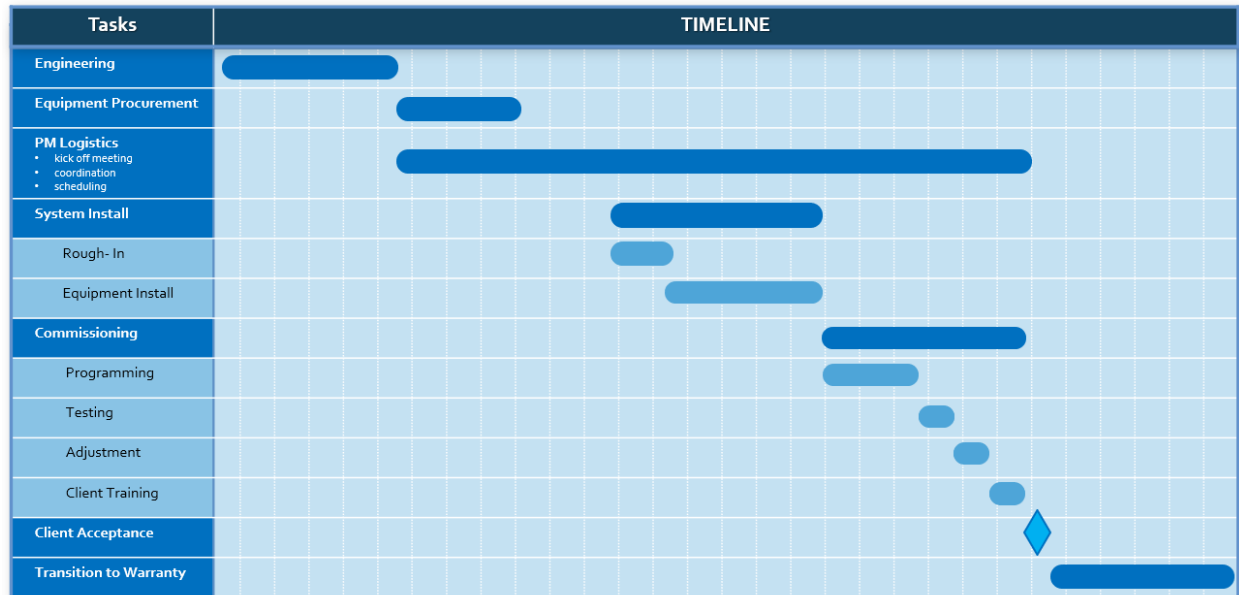
Room audio is provided by the OFE sound system already installed and connected to the OFE PC, etc.

Selection of sources on the display, i.e., PC for presentation or UC, overflow from the Council Chambers, etc. is via the OFE remote provided with the OFE display.

Audio control for UC is via an auto-mixer/DSP incorporated into the microphone array, with UC far side and local volume control a function of the applications running on the OFE PC.

SCHEDULE

Avidex will work with the City of Sumner to finalize a schedule that meets the implementation requirements of the project. The chart below identifies various phases in the overall process. Please note that each job is unique and will have its own installation schedule that will be agreed upon between Avidex and the client.



This project is anticipated to take approximately 8 week(s) from receipt of a valid Purchase Order or an executed contract referring to this proposal document. This is not a guarantee of delivery or installation time. Actual delivery and installation schedules will be finalized after receipt of the purchase order and mobilization payment.

PRICING

COUNCIL CHAMBER AUDIOVISUAL SYSTEM

EQUIPMENT AND MATERIALS	\$80,335.65
MANUFACTURER EQUIPMENT AND SOFTWARE MAINTENANCE	\$1,682.00
TECHNICAL SERVICES – includes project administration, project management, on-site installation, design & engineering, senior design engineering, CAD, programming, field engineering, system testing, training, G&A and New System Warranty. This proposal includes non-union labor for all activities.	\$49,976.20
PROJECT SUBTOTAL	<u>\$131,994.05</u>
SHIPPING - *Ground shipping included per DES contract.	\$0.00
SALES TAX ESTIMATE Applicable sales tax will be added to invoices based on current tax rates on the invoice date as required by state law	\$12,275.45
PROJECT TOTAL	<u>\$144,269.50</u>

CONFERENCE ROOM AUDIOVISUAL SYSTEM

EQUIPMENT AND MATERIALS	\$6,858.55
TECHNICAL SERVICES – includes project administrator, project manager, on-site installation, senior design engineer, CAD, field engineering, system testing, G&A and New System Warranty. This proposal includes non-union labor for all activities.	\$9,909.08
PROJECT SUBTOTAL	<u>\$16,767.63</u>
SHIPPING - *Ground shipping included per DES contract.	\$0.00
SALES TAX ESTIMATE Applicable sales tax will be added to invoices based on current tax rates on the invoice date as required by state law	\$1,559.39
PROJECT TOTAL	<u>\$18,327.02</u>

LIGHTING FOR VIDEO CONFERENCING & BROADCAST

EQUIPMENT AND MATERIALS	\$7,692.36
TECHNICAL SERVICES – includes project management, on-site installation, senior design engineer, CAD, programming, G&A and New System Warranty. This proposal includes non-union labor for all activities.	\$4,044.52
PROJECT SUBTOTAL	\$11,696.88
SHIPPING - *Ground shipping included per DES contract.	\$0.00
SALES TAX ESTIMATE Applicable sales tax will be added to invoices based on current tax rates on the invoice date as required by state law	\$1,087.81
PROJECT TOTAL	\$12,784.69
TOTAL PROJECT	\$175,381.21

360° ESSENTIAL SERVICE PLAN OPTIONS

360° SERVICE PLAN - 1 Year Essential Plan	\$8,398.00
360° SERVICE PLAN - 2 Year Essential Plan	\$16,795.00
360° SERVICE PLAN - 3 Year Essential Plan	\$25,193.00

DES STATE MASTER CONTRACT NO. 03418 PRICING

Equipment Pricing

Equipment pricing will be calculated on a 13.00% cost plus mark-up based on the manufacturer's current published dealer unit cost.

- Shipping and Handling (Ground Delivery) included.
- Avidex will accept returned equipment within 30 days of delivery in original factory sealed packaging and may be subject to manufacturer re-stocking fees.

2. Hourly Rates

Hourly not to exceed service rates to be used to support design engineering, CAD drafting, project management, control system programming, wiring, cabling, installation, and training.

Electronic Technician – 200% of Prevailing Wage Hourly Rate (Installation)

PRICING – LEASE OPTION

The lease pricing below is an estimate only, subject to final credit review and approval. If this finance option is selected, this proposal shall become the Statement of Work (SoW) and shall be incorporated into a formal agreement between Client and Avidex's client financing partner, CSI Leasing, Inc.

Amount Financed: TBD

Lease Term: TBD

Lease Type: TBD

Monthly Payment: TBD

Payments: Monthly

At the end of the lease, Client will have the option to extend, rewrite, buy out, or return equipment on an asset level, depending on the lease type selected. All buy out and lease extension pricing is based on fair market value.

Lease Type Definitions

- **Fair Market Value (FMV)** is an operating lease. At the end of term, Client has the option to purchase the Avidex-provided system at fair market value, return the equipment, or refresh to new equipment under a new lease.
- **\$1 Buyout** is a capital lease. At the end of term, Client purchases the Avidex-provided system for \$1.00.

A specific lease contract with full terms and conditions will be provided and executed for either lease option.

TECHNICAL SERVICES

The integration process incorporates everything needed to provide a complete, “turn-key” audiovisual solution and includes equipment, materials, labor, and the services required to complete the system integration as outlined within this document.

Avidex follows industry-certified and documented processes which have been proven successful in assuring that each system is installed as intended.

The following describes our scope of work and project deliverables for Integration Services.

PROJECT MANAGEMENT

- Responsible for client communication throughout the project duration.
- Coordinate all activities with designated client representative.
- Avidex will participate in meetings as required to complete the project and coordinate with other trades.
- Monitor project implementation.
- Provide scheduling for and oversight of the Avidex team.
- Coordinate project equipment ordering, staging and pre-installation fabrication of equipment for the project.
- Coordinate any site conditions that may necessitate audiovisual system changes.
- Coordinate with any general contractor and/or any specialty contractors related to the audiovisual system integration.
- Coordinate audiovisual system connections and interfaces as they relate to any lighting, electrical, or mechanical systems.
- Verify project completion.
 - Confirm completion of system testing.
 - Assure completion of any punch list items.

ENGINEERING

- Prepare all system documentation necessary for the installation of the project.
- Provide and implement control systems programming.
- Test and debug system.
- Oversee final systems testing and commissioning.
- Adjust and balance system settings.
- Mark and record final system settings.
- Assure the finished system meets the design criteria and functions per the developed content.

CONTROL SYSTEM PROGRAMMING

- Create AV control system code.
- Design and create user interface (UI).
- Test and debug control system.

INTEGRATION LABOR

- Pull, terminate, and label all low voltage cables.
- Install structural mounting systems for all audio-visual equipment.
- Mount and terminate all AV connection plates.
- Install all AV equipment.
- Site clean-up and trash disposal, etc.
- Assure that all installed systems are operating as proposed.
- Assist engineering with systems testing and debugging.
- Provide or assist in providing end-user training.

TRAINING & DOCUMENTATION

Training will be provided to operational and maintenance personnel at the end of the project. This training will provide the users with an understanding of daily system use. The provided training will consist of instruction and hands-on experience with the system

Documentation will include record drawings and manufacturer's equipment manuals. These will be assembled and delivered as an electronic copy. The documentation will include any and all information provided to Avidex that comes standard with the equipment from the original manufacturer. A laminated operation 'cheat sheet' that outlines common usage for end users will be provided.

Maintenance manuals for most electronic components are only available to factory certified and trained personnel. Maintenance manuals are not included in final documentation.

PROVISIONS

- Rooms are to be made available for exclusive use on the day(s) of the scheduled installation. Unless specifically arranged in advance, the room(s) will be available during Normal Business Hours in eight (8) contiguous hour segments. "Normal Business Hours" are defined as Monday through Friday, 8:00am to 5:00pm.
- Client will provide all electrical outlets floor boxes, conduits, and core drills in the area(s) where audiovisual equipment is to be installed as specified by Avidex prior to Avidex beginning on-site work.
- Jobsite building structures including ceilings, walls, and floors used to support audiovisual equipment are assumed to be vibration free.
- Client will provide adequate parking for vehicle(s) in a location conducive to access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, Client will validate the parking tickets for the vehicle(s). Parking fees will be added to invoices.
- If installation occurs in any room in which suspended ceiling tiles are installed, Client will provide a reasonable number of spare tiles of the same pattern and batch number as those of the tiles already installed in the room.
- Client accepts responsibility for all merchandise sold and provided for this installation, delivered to the job site. Client will provide secure storage for such merchandise. Avidex will not be responsible for any loss or damage, except loss or damage caused by an Avidex employee during the act of installation, which occurs after delivery and acceptance by the client.
- Existing hardware, wiring, programming, or configuration files are anticipated to be in good working order. Client shall provide programming and configuration files in editable formats. If, during the installation process, existing hardware, wiring, programming or configuration are found to be defective, the completion date of the project may be affected, and a change order may be required to overcome the obstacle(s) created by such defects.
- Client shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation. If Avidex is to be held responsible for the integrity of such pre- or post-tensioned ceilings or floors, they shall obtain, at Client's expense, one or more x-rays of the area(s) in which mounting hardware is to be attached to the structure of the building. Any expense incurred for x-rays shall be passed on to the Client, in the form of a change order or a line item on the purchase contract.
- Any standard merchandise that has been ordered for the job, and is not used as a result of any customer changes to the design, or refused by the client at the time of delivery will be subject to a minimum of 30% of the sales price restocking fees, plus any incurred freight charges. Any custom merchandise will be subject to a 100% of the sales price restocking fee, plus any incurred freight.
- The agreed upon completion date may be moved, and a change order with incurred costs may be provided if Avidex is delayed for any of the following reasons, including but not limited to, equipment/material changes initiated by the Client beyond the original approved design, labor disputes, delivery or construction delays, unavoidable casualties, or causes beyond Avidex's control.

- Avidex's proposals for installation costs are based upon 8-hour days and 40-hour workweeks, Monday through Friday, between the hours of 8:00AM and 5:00PM. Installation costs for work outside of normal business hours or business days may be subject to overtime rates, when mutually agreed upon in writing.
- Avidex shall make all reasonable efforts to inspect and review the existing project site physical and audiovisual infrastructure conditions. Existing site conditions needing to remain intact, along with the Client or End-User direction for the audiovisual design may result in other required audiovisual infrastructure requirements (raceways, conduit, AC power, structural backing-blocking, structural engineer stamped drawings, etc.) and/or changes to the audiovisual equipment and integration labor, leading to pricing adjustments.
- Freight fees are estimated for ground freight service. Expedited freight, as required by the client, will be prepaid and added to invoices.
- The pricing information provided in this proposal is solely for the benefit of the Client listed on the title page. Award of work to Avidex by a 3rd party will require a credit and contract term review, an approval and pricing confirmation for the new contract terms by Avidex.
- The Client will furnish Avidex such financial information as Avidex may reasonably request to establish credit terms for the project. Such financial information shall be proprietary and confidential to the Client. Avidex agrees not to disclose this information to any other party or use the information other than for the internal credit check. Avidex may, at its sole discretion, cancel this agreement at any time if the Client fails to meet credit requirements established by Avidex.
- The Americans with Disabilities Act (ADA) and California Building Code require the provision of Assistive Listening Systems in assembly areas, conference rooms, and meeting rooms. Hardware and services may be required for ADA-compliance. Client or its contractor should review project requirements for ALS with Avidex for each project to determine if portable or fixed systems are required. ALS hardware, if provided, will be identified in the Equipment List appendix.
- Where applicable, Avidex Industries LLC provides the Client non-exclusive, royalty-free, non-transferable use of the 'software' included within the systems provided (if an integral component of the audiovisual system). Some software provided is Proprietary and deemed Confidential information of Avidex Industries LLC and may not be altered, reused, reverse-engineered or disseminated under any conditions. Tampering or misuse of any software resulting in audiovisual systems malfunction shall be the responsibility of the Client or End-User to remedy.
- Changes in project scope and timeline may require additional hardware, equipment and labor that is necessary to complete the project. These additions will be considered change orders. Avidex will notify the Client in writing if Avidex determines that an increase or decrease in the project fees or change in timeline will be required. Change orders will include a change request number, reason for the change request, narrative description of the modified scope of work, schedule, and cost impact. The Client will provide written approval to proceed with the change and any needed updated purchase order or signed agreement as a record for both organizations. Should the Client cancel the project in whole or in part prior to completion, the Client agrees to pay Avidex for all reasonable costs incurred to date and/or to bring the project to an acceptable close.

WORK & PRODUCTS PROVIDED BY OTHERS (EXCLUSIONS)

- All required architectural floor, reflected ceiling, building elevation, and section plans in an agreed upon AutoCAD format at no charge to Avidex.
- Any and all related electrical work, including but not limited to 110VAC, conduit, raceway, and boxes. This includes all conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- All network connectivity, routing, switching and port configuration necessary to support audiovisual equipment, unless specifically addressed elsewhere in this document.
- Voice and data infrastructure and systems.
- Necessary sheet rock replacement and or repair.
- Necessary ceiling tile or T-bar modifications, replacement, and/or repair.
- All millwork, moldings, trim, etc., or modifications to project millwork necessary to accommodate the installation of the audiovisual equipment unless otherwise noted in this proposal.
- Rough-in, bracing, framing, or finish trim carpentry for installation.
- Backing required to support wall mounted equipment including display, loudspeakers, camera, et cetera.
- Painting, patching, or finishing of architectural surfaces.
- Core drilling and/or concrete saw cutting.
- HVAC, plumbing, sprinkler head, and lighting fixture relocation.
- Ceiling, roof, firewall, and/or floor penetration(s).
- Removal or patching, of fire stopping.
- Structural welding, cutting, or reinforcement of structural steel members required for support of assemblies.
- Work in asbestos treated areas and asbestos abatement. If asbestos is discovered during our work, Avidex will notify Client and will stop work until asbestos abatement work is completed by Client or its contractor.
- Any subscription services, cabling, and equipment.
- Provision and configuration of client furnished computers and software.
- Acquisition of permits.
- All Union Labor unless specifically addressed separately in proposal pricing

NEW SYSTEM WARRANTY

Avidex warrants the integrated system(s) furnished are free of defects in workmanship and materials for a period of one year from the date of acceptance or date of first beneficial use whichever occurs first. Remedy for such defects during the warranty period shall be provided at no additional expense to the client and shall be handled as expeditiously as is feasible during normal business hours and days of operation.

Under this warranty, Avidex will troubleshoot, uninstall, and reinstall any equipment that is part of the Avidex audiovisual system. The cost to service and/or repair Client Furnished Equipment or equipment out of the manufacturer's warranty is not included. Avidex will broker and process the repair of that equipment at the standard Avidex rate.

Avidex reserves the right to charge for a service visit at standard Avidex service time and material rates (minimum of 2 hours onsite plus travel) if a service call results in a No Fault Found (NFF) or No Trouble Found (NTF) during a dispatched site visit.

Avidex Services Provided Under the New System Warranty

- Avidex will respond to requests for assistance due to client-reported issues and, if warranted, dispatch a technician during normal business hours (8:00AM to 5:00PM Pacific Time, Monday – Friday, excluding Avidex holidays) to troubleshoot the AV system problem based on our available resources
- Avidex will identify and uninstall the defective equipment and return such equipment to the manufacturer or authorized repair center for warranty processing
- Avidex will reinstall the repaired or replaced equipment and test the system
- Avidex will pay the shipping costs associated with the repair of the equipment, except for Client Furnished Equipment and/or equipment out of manufacturer warranty

Avidex Services Not Provided Under the New System Warranty

- Extend or provide additional repair services for manufacturer warranty coverage
- Repair of Client Furnished Equipment
- After hours 24x7 Helpdesk support
- Guaranteed on-site response time
- Remote system monitoring, management, and reporting
- Before- or after-hours on-site response
- Proactive support or preventive maintenance
- Training
- Spare or loaner equipment during equipment repair period
- Warranty coverage for client acts of negligence or misuse

360° SERVICE PLAN SM

Avidex recommends the Essential 360° Service Plan less remote monitoring for this project. Avidex 360° Service enhances the new systems warranty coverage with proactive support services for worry-free operation. See Appendix A for further details on the proposed 360° Service Plan.



360° Coverage	Essential	Advanced	Elite
Help Desk Support Availability	8x5*	24x7	24x7
Priority Call Response Time SLA	4 hours	2 hours	1 hour
Priority On-Site Response Time SLA	2 business days	1 business day	4 business hours*
RMA Management of OEM Hardware	•	•	•
Annual Preventive Maintenance & Reporting	One	One	One
Assigned Service Management with Escalation Access		•	•
On-Site AV Service Assurance Technician	Optional	Optional	Optional
Emergency Loaners for Business-Critical Devices			•
The below items: Remote Monitoring, Fault Detection, Analytics & Reporting of Devices may require the implementation of hardware and software applications. Refer to the proposed scope of work to confirm if these features have been included.			
Remote Monitoring with Fault Detect & Reporting	•	•	•
Remote Monitoring with Fault Diagnoses & Troubleshooting		•	•
AV Solution Analytics & Reporting		•	•
Management of Device Firmware, Configurations & Changes			•

* Standard Business Hours in Pacific Time

Initial Term and Automatic Renewal

The initial term of the specified 360° Service Plan Agreement is identified in the pricing section. Unless written termination is requested by either party thirty (30) days in advance of the anniversary expiration date of the current 360° Service Plan term, the Agreement between the parties shall automatically renew for successive one (1) year periods. Written termination requests by the client should be sent to: Attn. Contract Admin 13555 Bel-Red Road, Bellevue, WA, 98005.

At any time within the current term or renewal period should adjustments in work responsibilities and/or price be deemed necessary, proposal and agreement revisions shall be exchanged between the parties, be mutually agreed upon in writing and once executed become part of the current Agreement or understanding between the parties.

PAYMENT TERMS

All Projects require a mobilization fee of 30% of the overall proposed contract total in order to initiate the order. Mobilization fees are due upon Receipt. This proposal is valid for 60 days from the date appearing on the cover page.

- Monthly progress invoices will be issued with net 30-day terms.
- The 360° Service Plan will be invoiced annually, in advance or at the date of commencement.
- Freight and sales tax will be added to invoices based on current tax rates as required by state law on the invoice date.
- Avidex reserves the right to charge for stored materials and/or equipment.
- Avidex reserves the right to charge a 1.5% fee for late payment of invoices.

AUTHORIZATION TO PROCEED – INTEGRATION SERVICES

Avidex will begin the implementation phase of this project upon receipt of the client purchase order or executed contract referring to this proposal and the mobilization fee.

I have reviewed the available post-installation 360° Service Plan offerings with my account executive.

☐ I, the client, elect to decline the 360° Service Plan offering. By checking this box, I understand that I am declining the proposed service and support coverage for my audiovisual system.

Submitted by: Avidex Industries, LLC

_____	_____	04/8/2021
Name	Signature	Date

Client Approval:

_____	_____	_____
Client Name/Title	Signature	Date

Internal Avidex Approval:

_____	_____	_____
Name	Signature	Date

Attachments:

Terms & Conditions
Appendix A – Support Agreement
Appendix B – Equipment List

TERMS & CONDITIONS

The Terms & Conditions are based on State of Washington DES Master Contract No. 0318.

<https://apps.des.wa.gov/DESContracts/Home/ContractSummary/03418>

APPENDIX A: 360° SERVICE PLANSM

ESSENTIAL (INCLUDED AND PRICED AS AN OPTION)

Under Essential coverage, Avidex warrants the furnished integrated system(s) are free of defects for the priced term period from the date of acceptance or date of first beneficial use, whichever occurs first. This coverage includes the remote monitoring, troubleshooting, uninstallation, and reinstallation of the equipment integrated by Avidex. Remedy for such defects during the coverage period shall be provided at no additional expense to the client. The following services are included under this coverage:

REACTIVE SUPPORT

Avidex 360° Service Helpdesk will:

- Provide a dedicated toll-free number to report and request technical support for the integrated equipment.
- Operate during the standard Avidex business hours of Monday – Friday 8:00AM to 5:00PM Pacific Time except for Avidex holidays
- Respond to the initial support request within 4 business hours
- Contact the client to resolve the issue remotely to ensure the quickest possible resolution
- Use the integrated remote monitoring equipment to assist with fault detection and reporting, dependent upon the specific scope of the proposed project.
- Administer the repair process for defective or broken equipment including processing of any manufacturer RMA.

On-Site Support will:

- Provide a qualified Field Support Technician during standard Avidex working hours within two business days of the support request
- Troubleshoot the system and make the best effort to resolve the issue(s) while at the client site.
- Return defective equipment to an authorized repair center or directly to the manufacturer for warranty repair or exchange. All fees related to shipping are included.
- Provide a suitable replacement for defective equipment to ensure full system operability if an item is no longer repairable.
- Install the repaired or replacement equipment and test to ensure the system is operable per the original system intent.

Lamp Replacement:

- Labor (only) is covered under this support agreement.

PROACTIVE SUPPORT

Preventive Maintenance

- Avidex will perform periodic maintenance for your integrated audiovisual system including system check, cleaning, and tweaking of all appropriate equipment. Avidex will also provide a summary report detailing the status of the audiovisual system and troubleshoot and repair any discovered audiovisual problems.
- This proposal includes one (1) preventive maintenance visit per year of the agreement.
- Upon completion of each preventive maintenance visit, the Field Support Technician will conduct a system operations training session if requested.

SERVICES NOT PROVIDED UNDER THIS COVERAGE

- Repair to Client Furnished Equipment and/or components unless included in Appendix B
- Before or after-hours on-site support
- Repairs due to customer acts of negligence or misuse
- Coverage for projection screen material, plasma glass assembly, lamps, bulbs, furniture, display panels, optical engines, batteries, and accessories. Such parts will be provided at a 10% discount off our list price
- Image burn-in caused by static images displayed over an extended period of time on any display device

APPENDIX B: EQUIPMENT LIST

COUNCIL CHAMBERS AV SYSTEM

<u>Display Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
PLANAR	QE9850	98" LARGE FORMAT 4K LCD DISPLAY	3	\$	10,085.25	\$30,255.75
ALPS	AV-03	SERVICE DISPLAY MOUNT	3	\$	508.50	\$ 1,525.50
Display Total						\$31,781.25

<u>Video Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
CRESTRON	DM-NVX-E30	ENCODER	4	\$	734.50	\$ 2,938.00
BIAMP	MODENA HUB +	WIRELESS SHARING	1	\$	1,073.50	\$ 1,073.50
UBIQUITI	ES-48-750W	NETWORK SWITCH	1	\$	1,091.82	\$ 1,091.82
CRESTRON	DM-NVX-D30	DECODER	4	\$	734.50	\$ 2,938.00
QSC	PTZ-12X72	PTZ CONFERENCING CAMERA	1	\$	2,825.00	\$ 2,825.00
AJA	HA5	HDMI TO SDI CONVERTER	1	\$	350.83	\$ 350.83
KILOVIEW	KVW-E1 NDI	HD 3G SDI TO NDI/HX2 ENCODER	1	\$	360.70	\$ 360.70
MAGEWELL	641500000	NDI/HX TO SDI CONVERTER	1	\$	337.87	\$ 337.87
AJA	UTAP SDI	SDI TO USB CONVERTER	1	\$	334.63	\$ 334.63
Video Total						\$12,250.35

<u>Audio Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
QSC	CORE110F	AUDIO DSP	1	\$	2,260.00	\$ 2,260.00
LEA	CONNECT 84D	AMPLIFIER	1	\$	1,241.87	\$ 1,241.87
DENON	DN-900R	AUDIO RECORDER	1	\$	553.70	\$ 553.70
LISTEN	LCS-121-01-D	WIFI/RF ADVANCED SYSTEM DANTE	1	\$	1,580.50	\$ 1,580.50
SONANCE	PS-C63RT	6.5" CEILING SPEAKER	12	\$	134.47	\$ 1,613.64
SHURE	MXCWAPT	ACCESS POINT - CONTROLLER	1	\$	2,825.00	\$ 2,825.00
SHURE	MXCW640	WIRELESS CONFERENCE UNIT	8	\$	1,128.87	\$ 9,030.96
SHURE	MXC416/C	CARDIOID GOOSENECK MIC	8	\$	163.85	\$ 1,310.80
SHURE	MXCWNC8	CHARGING STATION	1	\$	847.50	\$ 847.50
SHURE	MXW2/SM58	WIRELESS HH MIC	6	\$	446.35	\$ 2,678.10
SHURE	MXWAPT8=Z10	8 CH ACCESS POINT	1	\$	2,655.50	\$ 2,655.50
SHURE	MXWNC8	NETWORK CHARGING STATION	1	\$	1,384.25	\$ 1,384.25
ULTIMATE SUPPORT	JS-DMS50	DESK STAND	6	\$	8.58	\$ 51.48
Audio Total						\$28,033.30

<u>Control Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
CRESTRON	RMC4	CONTROL PROCESSOR	1	\$	565.00	\$ 565.00
CRESTRON	TS-1070-B-S	10" WIRED TOUCH PANEL	1	\$	1,695.00	\$ 1,695.00
CRESTRON	TS-770-B-S	7" WIRED TOUCH PANEL	2	\$	1,130.00	\$ 2,260.00
SOLITON	MAP2N	AP/ROUTER	1	\$	50.85	\$ 50.85
Control Total						\$ 4,570.85

<u>Rack & Accessories Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
APC	AP9562	RACK POWER	1	\$	79.50	\$ 79.50
Rack and Accessories Total						\$ 79.50

<u>Misc. Materials Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
Avidex	JBEQ1000	MISC MATERIALS, WIRING & CABLING	1	\$	3,620.40	\$ 3,620.40
Misc. Materials Total						\$ 3,620.40

Equipment Summary					
Display System					
\$31,781.25					
Video System					
\$12,250.35					
Audio System					
\$28,033.30					
Control System					
\$ 4,570.85					
Rack and Accessories					
\$ 79.50					
Misc. Materials					
\$ 3,620.40					
Equipment Subtotal					
\$80,335.65					

<u>Equipment & SFW Maintenance</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
NEWTEK	PPTZUCC	NDI/HX Upgrade for Panasonic Cameras	4	\$	329.00	\$ 1,316.00
QSC	SLQUD-110-P	UCI LICENSE	1	\$	122.00	\$ 122.00
QSC	SLQSE-110-P	SCRIPTING LICENSE	1	\$	244.00	\$ 244.00
Equipment & SFW Maintenance						\$ 1,682.00

CONFERENCE ROOM AV SYSTEM

<u>Display</u>		<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
<u>Manufacturer</u>	<u>Item Code</u>					
		<u>OFE DISPLAY AND MOUNT - NO UPDATES</u>			\$ -	\$ -
					Display Total	\$ -
<u>Video</u>		<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
<u>Manufacturer</u>	<u>Item Code</u>					
		<u>OFE DEDICATED PC CONNECTED TO DISPLAY - NO UPDATES</u>			\$ -	\$ -
CLEARONE	910-2100-004	PTZ camera with 12x optical Zoom, 1080P30 Full HD, USB	1		\$ 962.41	\$ 962.41
CLEARONE	910-2100-104	Wall mount for UNITE 150 camera	1		\$ 104.13	\$ 104.13
CLEARONE	910-2100-002	USB 3.0 Cable, to connect a Laptop with Converge Huddle or Unite camera	1		\$ 411.33	\$ 411.33
CRESTRON	DM-NVX-D30	DECODER	1		\$ 734.50	\$ 734.50
					Video Total	\$2,212.37
<u>Audio</u>		<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
<u>Manufacturer</u>	<u>Item Code</u>					
		<u>OFE SOUND SYSTEM - NO UPDATES</u>				
SHURE		DIGITAL CEILING MICROPHONE ARRAY	1		\$ 3,388.87	\$ 3,388.87
AUDINATE		AES67 TO USB ADAPTER	1		\$ 103.90	\$ 103.90
SHURE		HARD CEILING MOUNT	1		\$ 180.80	\$ 180.80
					Audio Total	\$3,673.57
<u>Control</u>		<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
<u>Manufacturer</u>	<u>Item Code</u>					
		<u>NO CONTROL SYSTEM - OFE DISPLAY - AV AMP REMOTE</u>				
UBIQUITI	ES-8-150W	NETWORK SWITCH	1		\$ 204.32	\$ 204.32
					Control Total	\$ 204.32
<u>Rack & Accessories</u>		<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
<u>Manufacturer</u>	<u>Item Code</u>					
		<u>NO RACK UPGRADES - OFE CREDENZA</u>			\$ -	\$ -
					Rack and Accessories To	\$ -
<u>Misc. Materials</u>		<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
<u>Manufacturer</u>	<u>Item Code</u>					
Avidex	JBEQ1000	MISC MATERIALS, WIRING & CABLING	1		\$ 768.29	\$ 768.29
					Misc. Materials Total	\$ 768.29
					Equipment Summary	
					Display System	\$ -
					Video System	\$2,212.37
					Audio System	\$3,673.57
					Control System	\$ 204.32
					Rack and Accessories	\$ -
					Misc. Materials	\$ 768.29
					Equipment Subtotal	\$6,858.55

LIGHTING FOR VIDEO CONFERENCING & BROADCAST

Lighting

<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Ext. Total</u>
BRIGHTLINE	QUOTE	LIGHTING FOR VIDEO CONFERENCING & BROADCAST	1	\$ 6,881.70	\$ 6,881.70
CRESTRON	DIN-4DIMFLV4	0-10V DIMMER MODULE	1	\$ 333.35	\$ 333.35
CRESTRON	DIN-PWS60	CRESNET POWER SUPPLY	1	\$ 118.65	\$ 118.65
MATERIALS	JBEQ1000	MISC MATERIALS & WIRING	1	\$ 358.66	\$ 358.66
Lighting Total					\$ 7,692.36



SUBJECT: Monthly Sales Tax Report

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Cassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

Staff will provide a monthly report on sales tax activities and receipts. Information is limited to those with appropriate Department of Revenue information on file.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 4/14/2021

COMMITTEE RECOMMENDATION: Informational only; no action required.

STAFF RECOMMENDATIONS/MOTION:

Informational only; no action required.



SUBJECT: Munis Implementation Update

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Staff will provide a monthly update on the remaining Munis implementation activities.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 4/14/2021

COMMITTEE RECOMMENDATION: Informational only; no action required.

STAFF RECOMMENDATIONS/MOTION:

Informational only; no action required.



SUBJECT: Recruitment & Negotiation Update

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Staff will provide a verbal update on recruitment and negotiation activities.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 4/14/2021

COMMITTEE RECOMMENDATION: Informational only; no action required.

STAFF RECOMMENDATIONS/MOTION:

Informational only; no action required.