

**AMENDED
CITY COUNCIL
REGULAR MEETING AGENDA
JUNE 10, 2024 – 7:00 P.M.**

TELEVISED LIVE ON MIDVALLEY TELEVISION
SPECTRUM CABLE CHANNEL 194

1. REGULAR SESSION CALL TO ORDER

Pledge of Allegiance/Roll Call/Welcome

2. APPROVE AGENDA

3. PUBLIC COMMENT

The City Council welcomes public attendance at Council meetings. This meeting is for the conduct of regular City business. At this time, citizen comments and inquiries about agenda business or general City matters are encouraged. If you wish to address the City Council, please stand or raise a hand so you can be called upon. After you are recognized, please come forward to the lectern, state your name, and address for the public record. Your remarks must be limited to three minutes or less. Please use the microphone.

4. CONSENT AGENDA

All matters on the consent agenda have been provided to each Councilmember for review and are considered to be routine or have been previously discussed and will be adopted by one motion and vote without discussion. However, if a Councilmember desires, any item on this agenda will be discussed before any action is taken on it.

- a. Approve Minutes of the May 28, 2024, Regular Meeting
- b. Approve Minutes of the June 3, 2024, Study Session
- c. Accept Minutes of the June 5, 2024, Budget and Finance Committee
- d. Approve Payroll Checks Numbers 36680 through 36691, and Electronic Transfers EFTPR3264 through EFTPR3272 in the total amount of \$214,772.24 dated June 6, 2024
- e. Approve Claims Checks Numbers 99001 through 99082, and Electronic Transfers EFTAP399 through EFTAP402 in the total amount of \$171,423.46 dated June 10, 2024, and void Check Number NR988376

4A. EXECUTIVE SESSION

Purpose: To review performance of public employee [RCW 42.30.110(1)(g)]
Time: 15 minutes
Action: Potential action

5. PUBLIC HEARING

- a. Public Hearing Regarding Adopting the Six-Year Transportation Improvement Plan for the Years 2025 through 2030: Presentation by Interim Public Works Director Shaun Burgess

6. NEW BUSINESS

- a. AB 24-047: [Proposed] Resolution 2024-26, Adopt Six-Year Transportation Improvement Plan for the Years 2025 through 2030
- b. AB 24-048: [Proposed] Resolution 2024-27, Approve Drone Purchase for Law Enforcement
- c. AB 24-049: [Proposed] Resolution 2024-28, Approve Agreement for Off-Duty Law Enforcement Security Services
- d. AB 24-050: Picnic Tables for Lions Club Breakfast in Conjunction with Wild West Parade

7. COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

8. ADJOURNMENT

NEXT REGULAR COUNCIL MEETING WILL BE HELD ON JUNE 24, 2024

City Council meetings are accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (509) 865-6754, 24 hours in advance.

**TOPPENISH CITY COUNCIL
Regular Meeting Minutes
May 28, 2024**

Mayor Saavedra called the meeting to order at 7:00 p.m.

ROLL CALL

Attendees: Mayor Elpidia Saavedra, Mayor Pro Tem Loren Belton, and Councilmembers Naila Duval, George Garcia, Josh Garza, Ezequiel Morfin, and Cristian Sanchez
Staff: Interim City Manager Dan Ford (ICM Ford), City Attorney Gary Cuillier, Budget and Finance Director Adam Vaughn, Chief of Police Joseph Mehline, Fire Chief Tim Smith, Interim Public Works Director Shaun Burgess, Information Services Technology Manager Van Donley (IST Donley), City Clerk Heidi Riojas (CC Riojas), and Community Television Manager Sean Davido

CC Riojas conducted roll call for each City Councilmember to respond their attendance at the meeting. Mayor Saavedra, Mayor Pro Tem Belton, and Councilmembers Duval, Garcia, Garza, Morfin, and Sanchez responded their attendance during roll call.

APPROVE AGENDA

Councilmember Duval moved, seconded by Councilmember Morfin to approve the May 28, 2024, Agenda. Motion carried unanimously.

PUBLIC COMMENT

None.

CONSENT AGENDA

Mayor Pro Tem Belton moved, seconded by Councilmember Sanchez to approve Consent Agenda items a through e:

- a. Approve Minutes of the May 13, 2024, Regular Meeting
- b. Accept Minutes of the May 20, 2024, Public Safety Committee Meeting
- c. Accept Minutes of the May 21, 2024, Budget and Finance Committee Meeting
- d. Approve Payroll Checks Numbers 36667 through 36679, and Electronic Transfers EFTPR3255 through EFTPR3263 in the total amount of \$300,154.33 dated May 23, 2024
- e. Approve Claims Checks Numbers 98927 through 99000, and Electronic Transfers EFTAP396 through EFTAP398 in the total amount of \$302,674.04 dated May 28, 2024, and void Checks Numbers NR98769 and NR98999

Motion carried unanimously.

NEW BUSINESS

Mayor Saavedra Read Ordinance 2024-11 Into The Record: An Ordinance of the City Council of the City of Toppenish, Washington, Amending Chapter 3.05 of the Toppenish

Municipal Code for Investment of City Funds, Providing for Severability, Corrections, and Establishing an Effective Date.

Councilmember Duval moved, seconded by Councilmember Morfin to adopt Ordinance 2024-11. Motion carried unanimously.

Mayor Saavedra Read Ordinance 2024-12 Into The Record: An Ordinance of the City Council of the City Of Toppenish, Washington, Amending Chapter 2.33 of the Toppenish Municipal Code for Budget and Finance Committee, Providing for Severability, Corrections, and Establishing an Effective Date.

Councilmember Morfin moved, seconded by Mayor Saavedra to amend Ordinance 2024-12 to state the committee will meet the first Wednesday of each month at 5:30 p.m. Motion carried. Councilmembers Duval and Garcia voted no.

Councilmember Morfin moved, seconded by Mayor Saavedra to adopt Ordinance 2024-12 as amended. Motion carried. Councilmembers Duval and Garcia voted no.

Resolution 2024-25: A Resolution Approving an Interagency Agreement Between the Washington State Department of Commerce and the City of Toppenish for Growth Management Services for a 2023-2025 Climate Planning Grant.

Councilmember Morfin moved, seconded by Councilmember Garza to approve Resolution 2024-25. Motion carried unanimously.

Receive Recommendations from Selection Committee for the Appointments of Commissioners to Serve on the Planning Commission.

Mayor Pro Tem Belton moved, seconded by Councilmember Garcia to appoint Jesus M. Aguirre, Gabriela Guel, Benita Polina, Janet Mayer, and Christy Doonan to serve on the Planning Commission. Motion carried unanimously.

Discuss Purchase of New Tablets for Council.

Councilmember Duval moved, seconded by Councilmember Sanchez to approve the purchase of iPad Air tablets as noted on the Apple Store Quote for use by City Council. Motion carried. Mayor Pro Tem Belton voted no.

COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

Councilmember Garcia attended the Yakima Valley Conference of Governments online and attended the Budget and Finance Committee meeting.

Councilmember Sanchez had nothing to report.

Councilmember Garza had nothing to report.

Mayor Pro Tem Belton had nothing to report.

Councilmember Morfin reported his participation with the Junior Achievement event to assist with the students and his attendance at the YVCOG General Membership meeting.

Councilmember Duval reported her attendance at the Public Safety Committee meeting, the Budget and Finance Committee meeting, and the YVCOG General Membership meeting. The Budget and Finance Committee meeting will be at 5:30 p.m. on June 5, 2024. The next Public Safety Committee meeting will be at 5:00 p.m. on July 15, 2024.

Mayor Saavedra reported her attendance and welcome to the group at the YVCOG General Membership meeting that consisted of a presentation with the Yakima County Superior Court Judges regarding the challenges with shortage of attorneys in Yakima County.

EXECUTIVE SESSION

At 7:47 p.m., Mayor Saavedra called for the Council to go into Executive Session to review the performance of a public employee pursuant to RCW 42.30.110(1)(g). The approximate time for the Executive Session is 15 minutes with potential action. At 8:02 p.m., Mayor Saavedra extended the executive session another 15 minutes. At 8:17 p.m., Mayor Saavedra extended the executive session another 5 minutes. At 8:22 p.m., Mayor Saavedra reconvened the regular session back to order.

Councilmember Duval moved, seconded by Councilmember Sanchez to have GMP Consultants prepare a compensation plan for ICM Ford and prepare a draft contract. Motion carried unanimously.

Mayor Saavedra advised ICM Ford that Council will be moving forward to transition him from ICM to CM in the near future.

ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 8:25 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

**TOPPENISH CITY COUNCIL
Study Session Minutes
June 3, 2024**

CALL TO ORDER

Mayor Saavedra called the meeting to order at 5:00 p.m.

ROLL CALL

Present: Mayor Elpidia Saavedra and Mayor Pro Tem Loren Belton, and Councilmembers Naila Duval, George Garcia, Joshua Garza, Ezequiel Morfin, and Cristian Sanchez

Staff Present: Interim City Manager Dan Ford (ICM Ford), City Attorney Gary Cuillier, Budget and Finance Director Adam Vaughn, Chief of Police Joseph Mehline, Fire Chief Tim Smith, Interim Public Works Director Shaun Burgess (IPWD), and City Clerk Heidi Riojas (CC Riojas)

CC Riojas conducted roll call for each City Councilmember to respond their attendance at the meeting. Mayor Saavedra, Mayor Pro Tem Belton, and Councilmembers Duval, Garcia, Garza, Morfin, and Sanchez responded their attendance during roll call.

APPROVE AGENDA

Councilmember Sanchez moved, seconded by Councilmember Morfin to approve the June 3, 2024, Agenda. Motion carried unanimously.

PUBLIC COMMENT

None

RAIL AND STEAM PRESENTATION

Doug Shearer, Yakima Valley Rail & Steam Museum Association (YVRSMA) member, presented Council with an overview of the activities at the railroad depot since 1978. YVRSMA has been collecting North Pacific Railway equipment since it began subleasing the property from the City. Mr. Shearer shared that the YVRSMA is applying for a Heritage Capital Project Grant and needs a letter of support from the City. ICM Ford noted that City staff met with YVRSMA members on May 29, 2024, to discuss the subleases amount owed for rent. Mr. Lee confirmed that YVRSMA would pay the balance owing by the June 7, 2024. It was the consensus of Council for staff to prepare a letter of support for YVRSMA to submit with its grant application that is due June 7, 2024.

2% IMPACT CONTRIBUTION

The City submitted four applications to the Washington State Gaming Commission and Yakama Nation associated with the compact for 2% of Net Win from the Class III Gaming Facility (Legends Casino).

Chief Mehline reported the Police Department received \$43,500.00 of its request for \$98,543.00 for a police vehicle for mutual support and received \$47,443.74 of its request for \$65,000.00 for Flock safety cameras.

DISCUSSION REGARDING SIX-YEAR STREET IMPROVEMENT PROGRAM

IPWD Burgess reported that the State requires each City and County to develop and adopt annually a Six-Year Transportation Improvement Program (TIP) and file a copy of the adopted TIP with the Washington State Department of Transportation by July 1 of each year. He noted that the City's proposed plan outlines all types of multi-modal transportation projects for the next six years that includes the projected objectives, estimated costs, anticipated funding sources, as well as the anticipated starting and completion dates. Stephanie Ray, P.E. with HLA Engineering and Land Surveying, Inc. provided an overview of the following 16 proposed TIP projects for the years 2025 through 2030: Jackson Street Extension Improvements; Mural Attraction Sidewalk Improvements; East Second and First Avenue Reconstruction Improvements; Asotin Avenue Realignment Improvements; South Toppenish Avenue Reconstruction Improvements; East First Avenue Reconstruction Improvements; Berger Lane Local Improvement District; G Street Reconstruction Improvements; East Toppenish Avenue Rehabilitation Improvements, Phase 1 and Phase 2; Asotin Avenue Intersection Roundabout; King Lane and Rentschler Lane Local Improvement District; Buena Way Safety Improvements, East Third Avenue Improvements, Fraley Road Improvements, and Washington Avenue Safety Improvements.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:42 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

**Budget and Finance Committee
Meeting Minutes
June 5, 2024**

Call To Order

The Budget and Finance Committee meeting was called to order at 5:30 p.m.

Present: Councilmembers Naila Duval, George Garcia, and Ezequiel Morfin
Staff Present: Interim City Manager Dan Ford, Budget and Finance Director Adam Vaughn (FD Vaughn) and City Clerk Heidi Riojas

Approve Agenda

Councilmember Garcia moved, seconded by Councilmember Morfin to approve the June 5, 2024, Budget and Finance Committee meeting agenda. Motion carried unanimously.

Public Comment

None

New Business

Approve Minutes of the May 21, 2024, meeting.

Councilmember Duval noted that the minutes were accepted during the May 28, 2024, Regular Meeting.

Review and discuss revenue breakdown.

FD Vaughn presented the members with details regarding the General Fund revenue sources, consisting of 38.7% from inside utility tax, 18.9% from sales tax, 18.2% from property tax, 13.0% from miscellaneous sources, and 11.1% from outside utility tax. The City's revenue has been stagnant over the past 10 years with no growth. FD Vaughn shared that he would research the requirements for tax increase items to go for voter approval and report back to the members.

Set Agenda for July 3, 2024, meeting.

Item not discussed during the meeting.

Adjournment

There being no further business the meeting was adjourned at 6:50 p.m.

Heidi Riojas, CMC
City Clerk

Payroll Check Register

Payroll for Period: 5/16-5/31, 2024

Fund Number	Description	Amount
001-000-011	Legislative	\$2,933.19
001-000-014	Finance, Record	\$13,471.86
001-000-018	Central Services, Personnel Services	\$11,920.20
001-000-021	Law Enforcement	\$49,967.69
001-000-022	Fire Services	\$35,636.70
001-000-024	Protective Inspections	\$2,947.82
001-000-058	Planning and Community Development	\$1,151.07
001-000-071	Recreational Services	\$2,963.13
001-000-076	Pool, Park Facilities	\$5,621.68
030-000-021	Criminal Justice Fund	\$23,734.49
050-000-000	Special Projects Fund	\$834.10
101-000-000	Street Fund	\$5,116.49
108-000-000	Cemetery Fund	\$3,658.61
157-000-000	Cable TV Fund	\$4,481.93
401-000-000	Water Fund	\$16,517.04
403-000-000	Wastewater Fund	\$19,963.52
405-000-000	Solid Waste Fund	\$13,852.72
Grand Total		\$214,772.24

Payroll Checks

Payroll Checks 36680-36691 and Electronic Transfers EFTPR3264-EFTPR3272.

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Toppenish, and that I am authorized to authenticate and certify to said claim.



Adam Vaughn, Finance Director

June 6, 2024
Date

Accounts Payable Check Register

June 10, 2024

Number	Vendor Name	Account Description	Amount
99001	Adam Holmes	Miscellaneous - Refunds	\$20.00
99002	Alba Enterprises	Professional Services - Interpreting/Translation Services	\$230.00
99003	Alexis Cortes	Recreation Program Costs	\$162.00
99004	Amazon Capital Services	Memberships- Registrations - Subscriptions	\$1,402.92
		Office & Operating Supplies	\$382.38
		Recreation Program Costs	\$113.35
		Wellness Program Supplies	\$36.84
		Check Total:	\$1,935.49
99005	Auto Zone	Operating/Maintenance Supplies - Vehicles	\$16.17
99006	BNSF Railway Company	Depot Lease (28% Parks/72% Depot)	\$3,978.00
		Depot Lease (28% Parks/72% Depot)	\$1,547.00
		Check Total:	\$5,525.00
99007	Brandon F. Zuniga	Recreation Program Costs	\$202.50
99008	Cascade Natural Gas Corp.	Fuel for Heating	\$45.19
		Fuel for Heating - Fire	\$82.54
		Fuel for Heating - Parks	\$24.31
		Check Total:	\$152.04
99009	Central Washington Polygraph & Investigations, LLC	Pre-Employment Services	\$524.00
99010	CenturyLink	Telephone	\$896.91
		Telephone - Utility Billing	\$81.53
		Check Total:	\$978.44
99011	CenturyLink	Telephone	\$2,360.79
99012	Chandler Distributing Co. Inc.	Miscellaneous Fees & Charges	\$398.23
		Operating/Maint. Supplies - General	\$25.49
		Operating/Maintenance Supplies - Vehicles	\$4,792.93
		Check Total:	\$5,216.65
99013	Charter Communications	Internet	\$744.99
		Internet & Cable MVTV	\$192.37
		Internet & Cable City Hall	\$189.63
		Internet & Cable Fire Department	\$179.98
		Internet & Cable Police Department	\$25.36
		Internet & Cable Recreation	\$149.98
		Check Total:	\$1,482.31
99014	Cintas Corporation #605	Personal Protective Equipment	\$36.46
		Rentals	\$74.42
		Uniform Cleaning	\$305.30
		Check Total:	\$416.18
99015	Cintia Martinez	Recreation Program Fees - Inside	\$42.00
99016	City of Toppenish	City Utility Service - Fire	\$353.99
		City Utility Service - Police	\$774.22
		City Utility Services	\$467.67

		City Utility Services - Cemetery	\$92.90
		City Utility Services - City Hall	\$392.18
		City Utility Services - Parks	\$4,130.12
		City Utility Services - Recreation	\$163.26
		City Utility Services - Treatment Plant	\$303.05
		City Utility Services - Welcome Center	\$163.68
		Check Total:	\$6,841.07
99017	Code Publishing, LLC	Codification Services	\$329.94
99018	Criminal Justice Training Commission	Memberships- Registrations - Subscriptions	\$1,000.00
99019	Crispin Godinez	Recreation Program Fees - Inside	\$21.00
99020	Cuevas, Amanda	Recreation Program Fees - Inside	\$42.00
99021	dba: Gordan Thomas Honeywell Government Relations	Professional Services	\$2,500.00
99022	Dell Marketing L.P.	Computer Equipment - Police	\$2,468.64
99023	Department of Ecology Cashiering Unit	Biosolids Removal Program	\$1,860.68
99024	Dept. Of Transportation	Service Repair & Maintenance Equipment - Traffic Control Devices	\$6,358.56
99025	DeVries Business Records Management, Inc.	Professional Services	\$23.02
		Recycling & Shred Services	\$23.02
		Check Total:	\$46.04
99026	Elite Towing and Recovery, LLC.	Service Repair/Maintenance Vehicles	\$193.86
99027	Elwood Staffing Services, Inc.	Professional Services - Seasonal Help	\$6,987.82
99028	Employment Security Department	Unemployment Compensation	\$927.60
99029	FBI-LEEDA Inc	Memberships- Registrations - Subscriptions	\$795.00
99030	FCS Group	Professional Services	\$11,087.50
99031	Francisco Martinez	Recreation Program Costs	\$148.50
99032	GMP Consultants LLC	Pre-Employment Services	\$235.00
		Professional Services	\$7,650.00
		Check Total:	\$7,885.00
99033	Godina, Julie	Recreation Program Fees - Inside	\$42.00
99034	Good To Go!	Travel	\$13.00
99035	Hach Company	Chemicals	\$311.04
99036	HID Global Corporation	Service/Maintenance Agreements	\$1,095.12
99037	Howard's Tire Factory Inc	Service Repair/Maintenance Vehicles	\$103.14
99038	Inland Fire Protection, Inc.	Professional Services	\$1,755.63
		Service Repair/Maintenance	\$21.52
		Service Repair/Maintenance City Hall	\$73.05
		Service Repair/Maintenance MVTV Bldg	\$16.02
		Service/Maintenance Agreements	\$75.96
		Check Total:	\$1,942.18
99039	Intermedia.net Inc.	Telephone	\$142.79
99040	Intermountain Cleaning Service, Inc.	Janitorial Services - City Hall	\$1,715.00
99041	Israel Castaneda	Recreation Program Costs	\$189.00
99042	Jose Munquia	Recreation Program Fees - Inside	\$42.00
99043	Juan Rodriguez	Recreation Program Costs	\$162.00

99044	Juan Torres	Recreation Program Fees - Inside	\$21.00
99045	Lab Test	WWTP Testing Services	\$1,995.00
99046	Law Office of Gary M. Cuillier	Legal Services	\$874.50
		Legal Services - City Attorney	\$2,109.00
		Check Total:	\$2,983.50
99047	Luis Rodriguez	Recreation Program Fees - Inside	\$42.00
99048	Mobile Modular	Police Station Rent	\$12,931.70
99049	Moises Martinez	Recreation Program Fees - Inside	\$21.00
99050	Monica Pineda	Recreation Program Fees - Inside	\$21.00
99051	Moon Security Service, Inc.	Alarm Monitoring	\$88.24
99052	Municipal Emergency Services Inc.	Small Tools & Minor Equipment	\$14,415.71
99053	Musgrave, Daniel	Professional Services	\$155.00
99054	Northstar Chemical, Inc.	Chemicals	\$7,004.88
99055	ODP Business Solutions, LLC	Office & Operating Supplies	\$27.99
99056	O'Reilly Auto Parts	Operating/Maintenance Supplies - Vehicles	\$237.41
		Repair & Maintenance Equipment	\$11.92
		Check Total:	\$249.33
99057	Orkin, LLC	Professional Services	\$181.44
99058	Pacific Office Automation	Photocopies	\$164.48
99059	Pacific Office Automation	Rentals	\$143.65
99060	Pacific Power & Light Co.	Electricity - Welcome Center	\$89.03
99061	Paul Deccio Installations	Service Repair/Maintenance Vehicles	\$950.40
99062	Pitney Bowes Inc.	Rentals	\$505.98
99063	Quality Control Services, Inc.	Repair & Maintenance Equipment	\$455.00
99064	Ramon Valencia	Recreation Program Costs	\$162.00
99065	Rathbun Iron Works, Inc.	Operating/Maintenance Supplies - Vehicles	\$512.82
		Service Repair/Maintenance Equipment	\$12.81
		Check Total:	\$525.63
99066	Reynaldo Vizarro	Water Sales Residential	\$874.22
99067	Richard Paredes	Recreation Program Fees - Inside	\$63.00
99068	Rotary Club of Toppenish	Memberships- Registrations - Subscriptions	\$190.00
99069	Standard Paint & Flooring LLC	Operating/Maintenance Supplies - General	\$289.04
99070	Sunnyside Sun Media LLC	Advertising	\$333.00
99071	Swan Vocational Enterprises	Recreation Program Costs	\$2,553.12
99072	The Bunker Tri-Cities LLC	Uniforms & Clothing	\$854.92
99073	The Janitor's Closet	Operating/Maint. Supplies - General	\$73.96
99074	TransUnion Risk and Alternative Data Solutions, Inc.	Professional Services	\$259.20
99075	U.S. Bank Corporate Payment Systems	Capital Purchase - Equipment	\$107.99
		Memberships- Registrations - Subscriptions	\$3,061.94
		Miscellaneous Fees & Charges	\$2,050.15
		Office & Operating Supplies	\$194.40
		Operating/Maintenance Supplies - General	\$302.98
		Personal Protective Equipment	\$561.24

		Postage	\$10.60
		Pre-Employment Services	\$365.00
		Professional Services	\$160.41
		Recreation Program Costs	\$34.56
		Small Tools & Minor Equipment	\$574.58
		Travel	\$846.66
		Check Total:	\$8,270.51
99076	Valley Title Guarantee Inc.	Sewer Sales Residential	\$118.37
		Solid Waste Services	\$31.71
		Water Sales Residential	\$61.31
		Check Total:	\$211.39
99077	VESTIS	Rentals	\$32.42
99078	Washington State Patrol	Weapon Permit - State Background Check	\$13.25
99079	Wells Fargo Vendor Fin Serv	Rentals	\$227.53
99080	Wex Bank	Fuel Consumed Vehicles	\$2,524.46
		Fuel Vehicles	\$7,754.78
		Fuel Vehicles - WWTP	\$1,928.31
		Check Total:	\$12,207.55
99081	Yakima Valley Conference of Governments	Professional Services	\$14,077.20
99082	Yessica Valdez	Recreation Program Fees - Inside	\$21.00
EFTAP399	Pitney Bowes Inc.	Postage	\$1,000.00
EFTAP400	USDA RD DCFO Loan Payment (EFT)	USDA Loan Payment 24	\$11,852.00
EFTAP401	Heritage Bank	Analysis Service Charge	\$143.54
EFTAP402	Invoice Cloud (EFT)	On-Line Utility Payment Charges	\$573.60
NR98837	Association Of Washington Cities	Memberships- Registrations - Subscriptions	(\$345.00)
		Grand Total	\$171,423.46

Accounts Payable Checks 99001- 99082, and EFTAP399-EFTAP402 and Voided Check NR98837

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Toppenish, and that I am authorized to authenticate and certify to said claim.

Adam Vaughn, Finance Director

June 6, 2024

CITY OF TOPPENISH

21 West First Avenue
Toppenish, WA 98948

"Where the West Still Lives"



Agenda Item
5a

CITY OF TOPPENISH NOTICE OF PUBLIC HEARING Six-Year Comprehensive Transportation (Streets) Improvement Program

Notice is hereby given that the City Council of the City of Toppenish, Washington, pursuant to the provisions of Chapter 35.77, Revised Code of Washington, intends to revise the Six-Year Comprehensive Transportation (Streets) Improvement Program for the City of Toppenish as heretofore adopted.

Notice is hereby given that a public hearing on the proposed revision will be held in the City Council Chambers, City Hall, at 7:00 p.m. on Monday, June 10, 2024, at which time all interested persons may attend and review the said proposed revisions and express their opinions thereon, after which the City Council will make a final determination concerning the proposed revisions.

A Spanish interpreter will be available. The City Council Chambers are handicap accessible. Additional arrangements to reasonably accommodate special needs will be made upon receiving twenty-four (24) hour advance notice. Contact City Clerk at (509) 865-6754 for assistance.

CIUDAD DE TOPPENISH AVISO DE AUDIENCIA PÚBLICA Programa de mejoramiento integral de transporte (calles) de seis años

Por medio de la presente se notifica que el Concilio de la Ciudad de Toppenish, Washington, de conformidad con las disposiciones del Capítulo 35.77, Código Revisado de Washington, tiene la intención de revisar el Programa de Mejoramiento Integral de Transporte (Calles) de Seis Años para la Ciudad de Toppenish como hasta ahora adoptado.

Por medio de la presente se notifica que se llevará a cabo una audiencia pública sobre la revisión propuesta en la sala de juntas del Concilio de la Ciudad, Ayuntamiento de la Ciudad, el lunes, 10 de junio de 2024 a las 7:00 p.m., en momento en que todas las personas interesadas pueden asistir y revisar dichas revisiones propuestas y expresar sus opiniones al respecto, luego de lo cual el Concejo Municipal tomara una decisión final sobre las revisiones propuestas.

Un intérprete en español estará disponible. Las cámaras del ayuntamiento son accesibles para discapacitados. Los arreglos adicionales para acomodar razonablemente las necesidades especiales se harán al recibir notificación previa de (24) horas. Para asistencia comuníquese con la secretaria de la ciudad al (509) 865-6754.

A handwritten signature in blue ink that reads "Heidi Riojas". The signature is fluid and cursive.

Heidi Riojas, CMC
City Clerk

Publish: *Sunnyside Sun*, May 22, 2024, and May 29, 2024

REQUEST FOR COUNCIL ACTION

Agenda Bill No.: 24-047

Meeting Date: June 10, 2024

Subject: Six-Year Transportation Improvement Plan (TIP) for 2025-2030

Attachments: Resolution 2024-26, Exhibits for Six-Year TIP for 2025-2030

Presented by: Shaun Burgess, Interim Public Works Director and Stephanie Ray, PE from HLA Engineering

Approved For Agenda By: Dan Ford, PE, Interim City Manager

Discussion:

As part of the City's effort to provide necessary development of a functional transportation network, the City shall, as required by State law (RCW 35.77.010), develop, and adopt annually a Six-Year Transportation Improvement Program (Six-Year TIP) acting as a guide for the coordinated development of the City's transportation system. The Six-Year TIP of the City specifically sets forth those projects and programs of both City and regional significance that benefit the transportation system and promote public safety and efficient multi-modal movement.

The Six-Year TIP is consistent with the City's Comprehensive Plan and can be adopted following one or more public hearings before City Council.

Projects identified in the Six-Year TIP qualify for Federal and/or State funding. The proposed plan includes all types of multi-modal transportation projects. These projects are depicted in the attached documents. The Six-Year TIP is a planning document and although it does provide high level cost estimates, scheduling projects will be coordinated with available project funding, along with associated utility projects, and timing may be adjusted accordingly.

Update of the Six-Year TIP, and subsequent submission to the State, are statutory requirements, and while our local program is not required to be fiscally constrained, the program should be realistic.

This Year's TIP update includes 16 projects. All of the projects have been reevaluated and revised with the latest information and the staff's understanding of need.

Once adopted, the updated Six-Year TIP will be submitted to Washington State Secretary of Transportation by the July 1, 2024, deadline as required by RCW.

This plan is being presented to the public during the public hearing on June 10, 2024.

Fiscal Impact: None

Recommendation: Motion to adopt Resolution 2024-26 approving the Six Year TIP for 2025-2030.

Alternative: Postpone adoption until modifications are made, and reconsider on June 24, 2024, Council meeting.

RESOLUTION 2024-26

A RESOLUTION ADOPTING THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR THE YEARS 2025 THROUGH 2030 FOR THE CITY OF TOPPENISH FOR THE PURPOSE OF GUIDING THE DEVELOPMENT, DESIGN, AND CONSTRUCTION OF LOCAL AND REGIONAL TRANSPORTATION IMPROVEMENTS

WHEREAS, RCW 35A.47.020, and RCW 35.77.010 provide for annual revision and extension of the Comprehensive Street Program of each city and town, after public hearing thereon, and

WHEREAS, the City shall annually review the work accomplished under this program and evaluate current City transportation needs and from these findings shall prepare and adopt a revised comprehensive transportation program before July 1 of each year, and

WHEREAS, on June 10, 2024, the City held a public hearing on the revision and extension of the Comprehensive Street, Bike and Pedestrian Program, and

WHEREAS, it is now time to revise and extend the Comprehensive Street, Bike and Pedestrian Program as identified annually in the Six-Year Transportation Improvement Program, and

WHEREAS, the City has determined, based on an assessment of the work accomplished under this program and the current City transportation needs, that this revised Comprehensive Street, Bike and Pedestrian Program adequately addresses the City's future transportation needs,

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

The City Council of the City of Toppenish adopts the revision and extension of the Comprehensive Street, Bike and Pedestrian Programs for the years 2025 through 2030 as attached hereto as Exhibit A and labeled "2025-2030 Six-Year Transportation Improvement Program" incorporated by this reference as though fully set forth. Said Comprehensive Street, Bike and Pedestrian Program shall be filed with the Yakima Valley Council of Governments and the Washington State Department of Transportation.

This resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on June 10, 2024.

ELPIDIA SAAVEDRA, Mayor

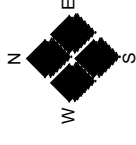
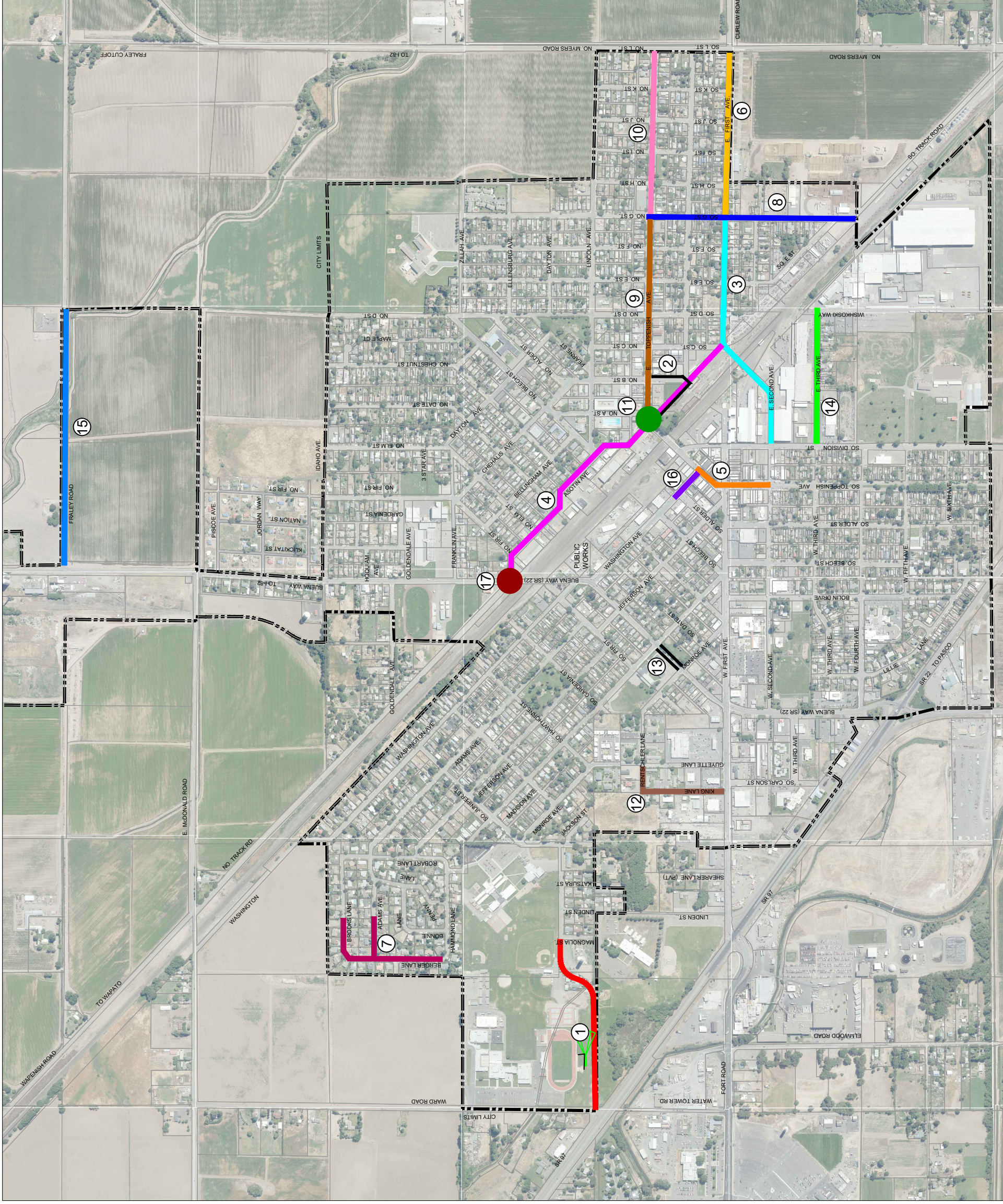
ATTEST:

HEIDI ROJAS, CMC, City Clerk

CITY OF TOPPENISH

2024-2030 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM

- ① JACKSON STREET EXTENSION
- ② MURAL ATTRACTION SIDEWALK IMPROVEMENTS
- ③ SECOND AND FIRST AVENUE IMPROVEMENTS
- ④ ASOTIN AVENUE IMPROVEMENTS
- ⑤ SOUTH TOPPENISH AVENUE IMPROVEMENTS
- ⑥ 1ST AVENUE IMPROVEMENTS
- ⑦ BERGER LANE LOCAL IMPROVEMENT DISTRICT
- ⑧ 'G' STREET IMPROVEMENTS
- ⑨ EAST TOPPENISH AVENUE IMPROVEMENTS - PHASE 1
- ⑩ EAST TOPPENISH AVENUE IMPROVEMENTS - PHASE 2
- ⑪ ASOTIN AVENUE ROUNDABOUT
- ⑫ KING AND RENTSCHLER LANE LOCAL IMPROVEMENT DISTRICT
- ⑬ BUENA WAY SAFETY IMPROVEMENTS
- ⑭ E. THIRD AVENUE IMPROVEMENTS
- ⑮ FRALEY ROAD IMPROVEMENTS
- ⑯ WASHINGTON AVENUE SAFTEY IMPROVEMENTS
- ⑰ ASOTIN AVENUE AND SR 22 INTERSECTION IMPROVEMENTS
- ⑱ ALLEY PRESERVATION (NOT SHOWN)
- ⑲ PAVEMENT EVALUATION / PRESERVATION PLAN (NOT SHOWN)



Project	Project Name
1	Jackson Street Extension
2	Mural Attraction Sidewalk Improvments
3	Second and First Avenue Improvments
4	Asotin Avenue Improvments
5	South Toppenish Avenue Improvments
6	East First Avenue Improvments
7	Berger Lane Local Improvement District(LID)
8	G' Street Improvments
9	East Toppenish Avenue Improvments - Phase 1
10	East Toppenish Avenue Improvments - Phase 2
11	Asotin Avenue Roundabout
12	King and Rentschler Lane Local Improvement District
13	Buena Way Saftey Improvments
14	East 3rd Avenue Improvments
15	Fraley Road Improvments
16	Washington Ave Safety Improvments

Begin/End	Project Type
Jackson Street to Ward Road	New Construction
Various Locations	ADA ramps, Sidewalks,curb and gutter
Division Street to G Steet	Reconstruct
Elm Street to East 1ST Avenue	Reconstruct
Washington Ave. to 2ND Avenue	Reconstruct
G Street to N. Meyers road	Reconstruct
Berger Lane, Adams Ave, Brooks Lane	New Construction
Toppenish Ave. to S. Track Road	Reconstruct
Asotin Ave. to G Street	Reconstruct
East Toppenish Ave. to G Street to L Street	Reconstruct
Asotin Ave. and East Toppenish Ave.	New Construction
W. First Ave. to Guyette Ave.	New Construction
Buena Way, Monroe, Madison Ave.	Sidwalks, Bulb outs, ADA ramps
S. Divistion Street to Wishkoski Way	Reconstruct
Buena Way to E. City Limits	Reconstruct
S. Alder Street to S. Toppenish Ave.	ADA ramps, Sidewalks,curb and gutter Bulb outs

City of Toppenish

2025 - 2030 Transportation Improvement Program

Potential Funding	Total Project Cost	Local Match	2025	2026
STBG	\$ 1,456,311	\$ 4,196,602	\$1,456,311	
TIB	\$ 330,000	\$ 33,000		\$ 84,000
TIB	\$ 3,562,000	\$ 356,200		
STBG	\$ 5,215,000	\$ 704,025		\$ 105,000
STIP	\$ 1,553,500	\$ 155,350	\$ 179,250	\$ 1,374,250
TIB	\$ 2,366,000	\$ 236,600		\$ 273,600
LID	\$ 269,000	\$ 269,000		\$ 269,000
TIB	\$ 3,185,000	\$ 318,500		
TIB	\$ 3,242,000	\$ 323,800		
TIB	\$ 2,750,000	\$ 275,000		
TIB	\$ 1,364,000	\$ 136,400		\$ 157,000
LID	\$ 1,706,000	\$ 1,706,000	\$ 197,000	\$ 1,509,000
SRTS	\$ 525,000	\$ 52,000	\$ 60,000	\$ 465,000
	\$ 1,417,000	\$ 1,417,000		
	\$ 2,632,000	\$ 2,632,000		
	\$ 1,300,000	\$ 1,300,000		

2027	2028	2029	2030
\$ 246,000			
\$ 411,000	\$ 3,151,000		
\$ 775,000		\$ 4,335,000	
\$ 2,093,000			
\$ 2,062,000.00			
\$ 367,500	\$ 2,817,500		
\$ 374,000	\$ 2,868,000		
	\$ 317,000	\$ 2,433,000	
\$ 1,207,000			
		\$ 163,500	\$ 1,253,500
		\$ 303,700	\$ 2,328,300
		\$ 150,000	\$ 1,150,000

REQUEST FOR COUNCIL ACTION

Agenda Bill No.: 24-048

Meeting Date: June 10, 2024

Subject: Quote to Purchase Drone Equipment for the Police Department

Attachments: Proposed Resolution 2024-27, Drone Purchase Information

Presented by: Adam Vaughn, Finance Director; Joseph Mehline, Police Chief; Jon Schwarder, Police Captain

Approved For Agenda By: Dan Ford, Interim City Manager

Discussion:

As technology continues to evolve, drones have become a valuable tool to aid police work.

Drones would assist with locating fleeing and/or hiding suspects, locating hidden or discarded evidence, real-time aerial surveillance of ongoing criminal activity, crime scene documentation, search and rescue assistance, search warrant preparation and overwatch, de-escalation and interior building search.

The purchase of these drones will continue the City's emphasis on safety of the community as well as the officers.

The current quote is through a Sourcewell contract which allows the City to piggyback off an existing contract and receive a 5% discount.

The funds used to purchase these drones will be from the Special Investigative Drug Account which has sufficient fund balance to make the purchase.

Fiscal Impact: \$23,236.21 + additional software costs (Funding from the Special Investigative Drug Account)

Recommendation: Motion to approve Resolution 2024-27, to authorize purchase of Drones for Public Safety uses.

Alternatives: 1) Do not move to allow. 2) Forward to Study Session for further review.

RESOLUTION 2024-27

**A RESOLUTION APPROVING AN EQUIPMENT PURCHASE
BETWEEN RMUS UNMANNED SOLUTIONS AND THE CITY OF
TOPPENISH, WASHINGTON, FOR PUBLIC SAFETY DRONES
THROUGH SOURCEWELL CONTRACT #011223**

WHEREAS, the City of Toppenish Police Department can improve efficiency and officer safety through the use of drones, and

WHEREAS, on May 23, 2022, the City entered into an agreement with Sourcewell cooperative purchasing, and

WHEREAS, RMUS Unmanned Solutions participated in the competitive bid process in response to Sourcewell RFP #011223 by submitting a proposal, on which Sourcewell awarded RMUS a Sourcewell contract, numbered 011223, and

WHEREAS, the Toppenish City Council has determined that it is in the best interest of the community to make the purchase,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON AS FOLLOWS:

The purchase of RMUS Unmanned Solutions equipment in the amount of \$23,236.21 is approved, and the Interim City Manager is authorized and directed to execute said purchase on behalf of the City.

This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on June 10, 2024.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

Quotation No.: 42530
Quotation Date: 06/03/24
Request Date: 07/03/24
Customer No.: 1019599
Page No.: 1 of 2

BILL TO	SHIP TO
City of Toppenish 21 WEST 1ST AVENUE TOPPENISH WA 98948 USA	City of Toppenish 21 WEST 1ST AVENUE TOPPENISH WA 98948 USA

RMUS Team Member: Chad Walker
Contact Name: Adam Vaughn
Terms: 30 days net

Item No.	Description	Part Number	Qty	Retail Price	Discount %	Price	Total
DJI-M30T-PLUS	DJI Matrice 30T SP - Plus - CB.202203170238	CP. EN.0000038 3.SP	1 EA	\$ 9,456.00	-5.00	\$ 8,983.20	\$ 8,983.20
Includes - Aircraft, RC Plus remote, and BS30 Battery Charger, 1 spare propeller set Batteries sold seperately							
DJI-M30-TB30	DJI Matrice 30 Series - Part 08 - TB30 Intelligent Flight Battery - CB.202205250319	CB.2022052 50319	6 EA	\$ 329.00	-5.00	\$ 312.55	\$ 1,875.30
DJI Matrice 30 - TB30 Intelligent Flight Battery x 1							
RMUS-M30-SPKLG	RMUS M30 Speaker - Spotlight Combo	LP12	1 EA	\$ 2,199.00	-5.00	\$ 2,089.05	\$ 2,089.05
LP 12 Searchlight & Broadcasting system							
DJI-MAVIC-3-THERMAL-PLUS	DJI Mavic 3 Thermal - Shield Plus - CB.202209230396	CB.2022092 30396	1 EA	\$ 5,998.00	-5.00	\$ 5,698.10	\$ 5,698.10
Mavic 3 Enterprise Thermal Aircraft 1 x RC Pro Enterprise Remote 1 x Flight Battery 1 x Charger and power cable 3 x Aircraft propeller - Pair USB-C Cables Carrying Case							
DJI-MAVIC-3-ENT-BATT-KIT	DJI Mavic 3 Enterprise Series - Part 05 - Battery Kit - CP. EN.00000421.01	CP. EN.0000042 1.01	1 EA	\$ 659.00	-5.00	\$ 626.05	\$ 626.05
Includes 3 Flight batteries and Charging Hub							
DJI-MAVIC-3-ENT-PROP	DJI Mavic 3 Enterprise Series - Part 03 - Propeller - CP. EN.00000430.01	CP. EN.0000043 0.01	2 EA	\$ 19.00	-5.00	\$ 18.05	\$ 36.10
Includes 1 CC and 1 CCW Propeller							
DJI-MAVIC-3-ENT-SPK	DJI Mavic 3 Enterprise Series - Part 02 - Speaker - CP. EN.00000418.01	CP. EN.0000041 8.01	1 EA	\$ 159.00	-5.00	\$ 151.05	\$ 151.05
DJI Mavic 3 Enterprise Series - Part 02 - Speaker - CP.EN.00000418.01							
DJI-AVATA-2-FMC	DJI Avata 2 Fly More Combo - 3 Batt.	CP. FP.0000015 1.05	1 EA	\$ 1,199.00	-1.00	\$ 1,187.01	\$ 1,187.01
DJI Avata 2 x1, DJI RC Motion 3 x1, DJI RC Motion 3 Lanyard x1, DJI Goggles 3 x1, DJI Goggles 3 Foam Padding x1, DJI Goggles 3 Additional Forehead Pad x1, DJI Goggles 3 -2.0D Corrective Lenses (Pair) x1, USB-C OTG Cable x1, DJI Avata 2 Intelligent Flight Battery x3, DJI Avata 2 Propellers (Pair) x2, DJI Avata 2 Propeller Screw x8, Screwdriver x1, DJI Avata 2 Gimbal Protector x1, Type-C to Type-C PD Cable x1, DJI Avata 2, Two-Way Charging Hub x1, DJI Sling Bag x1							



DJI-AVATA-2-CARE-2	DJI Avata 2 Care Refresh - 2 Year	CP. QT.0000993 4.01	1 EA	\$ 99.00	-1.00	\$ 98.01	\$ 98.01
DJI Care Refresh for Avata 2 - 2 Year							
RMUS-HUB-LITE	RMUS Hub Lite		1 EA	\$ 199.00	-5.00	\$ 189.05	\$ 189.05
RMUS HUB lite includes all RMUS training content. Popular trainings include foundational knowledge: part 107 Prep, Basic Flight Training, LAANC introduction and Aircraft Specific Training for manufacturers: DJI, Autel, Parrot, Sony and Real Time Robotics.							
RMUS-CALBR	RMUS Calibration - Large Aircraft		1 EA	\$ 199.99	-5.00	\$ 189.99	\$ 189.99
Includes baseline maintenance inspection and firmware updates. RMUS manufacturer-certified technicians ensure all batteries, aircraft, remotes, tablets, and other accessories are in working order prior to shipment. This service will save dozens of hours of setup time for your UAS Pilots and Crew.							
RMUS-CALBR-SM	RMUS Calibration - Small Aircraft		2 EA	\$ 99.99	-5.00	\$ 94.99	\$ 189.98
Includes baseline maintenance inspection and firmware updates. RMUS manufacturer-certified technicians ensure all batteries, aircraft, remotes, tablets, and other accessories are in working order prior to shipment. This process will save dozens of hours of setup time for your UAS Pilots and Crew.							
RMUS-SD_HOLDER	RMUS micro SD Card Holder		3 EA	\$ 6.00	-5.00	\$ 5.70	\$ 17.10
Holds 10 micro SD cards.							
RMUS-SOURCEWELL	Ref Sourcewell Contract		1 EA	\$		\$ 0.00	\$ 0.00
Sourcewell Contract #011223-RMS							

Quote Terms

Confidential - This quote contains proprietary pricing and other confidential information that can not be shared outside your organization.

All prices are valid within 30 calendar days of quote date.

Payment due prior to product shipment, unless terms have been extended.

All sales of UAV packages are final. Returns of unopened items in the original packing are subject to a 20% restocking fee.

If you have questions, please contact sales@rmus.com or call us at 801-316-3250.

Thank you for your business.

Subtotal		\$ 21,329.99
Freight		\$ 185.00
State (%)	6.5 %	\$ 1,398.49
City (%)	1.5 %	\$ 322.73
Total		\$ 23,236.21



**Solicitation Number: 011223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and RMUS LLC, 595 N. 1250 W., Unit 3, Centerville, UT 84014 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 24, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

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

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay to Sourcwell an administrative fee of 1% on hardware and 2% on service and trainings provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

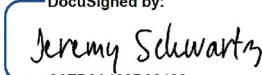
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

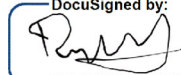
22. CANCELLATION

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

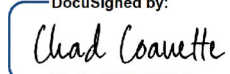
Sourcewell

RMUS LLC

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
4/5/2023 | 11:22 AM CDT
Date: _____

DocuSigned by:

2328BF9FD140448...
By: _____
Ryan Wood
Title: VP of Marketing
4/5/2023 | 12:17 PM CDT
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
4/5/2023 | 12:27 PM CDT
Date: _____

RFP 011223 - Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services

Vendor Details

Company Name: RMUS LLC
Does your company conduct business under any other name? If yes, please state: Rocky Mountain Unmanned Systems
Address: 595 North 1250 West, Suite 3
Centerville, UT 84014
Contact: Ryan Wood
Email: ryan@rmus.com
Phone: 336-575-2462
Fax: 801-316-3250
HST#: 45-2277524

Submission Details

Created On: Tuesday January 03, 2023 12:19:21
Submitted On: Wednesday January 11, 2023 16:33:05
Submitted By: Ryan Wood
Email: ryan@rmus.com
Transaction #: d010f280-7f57-4aa8-b328-7dfdfde05e09
Submitter's IP Address: 198.91.52.170

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	RMUS LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Incite Experiential Design (dba RMUS Canada)
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Rocky Mountain Unmanned Systems
4	Provide your CAGE code or Unique Entity Identifier (SAM):	7N0X1
5	Proposer Physical Address:	595 N 1250 W, Unit 3 Centerville, UT 84014
6	Proposer website address (or addresses):	www.rmus.com www.rmus.ca
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Ryan Wood, VP of Marketing 595 N 1250 W, Unit 3 Centerville, UT 84014 ryan@rmus.com 800-793-3548
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ryan Wood, VP of Marketing 595 N 1250 W, Unit 3 Centerville, UT 84014 ryan@rmus.com 800-793-3548
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	JT Von Lunen, President 595 N 1250 W, Unit 3 Centerville, UT 84014 jt@rmus.com 801-316-3250

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
-----------	----------	------------

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>RMUS is a leading Unmanned Solutions provider in North America, offering vetting equipment sales, software, technical support and certified training. RMUS, or Rocky Mountain Unmanned Solutions, was founded in 2014 and has offices in Salt Lake City, UT in the United States and Toronto and Montreal in Canada. RMUS currently employs thirty-eight (38) individuals across our respective offices and continues to grow each year.</p> <p>As one of the first companies established in the professional unmanned systems industry, we quickly learned the importance of technical support and expertise, which has been the basis of our success. We allocate significant monetary and human resources to ensure that our technicians are able to respond to our client's inquiries as soon as possible. We pride ourselves on being a true "one-stop-shop" for unmanned systems, and in keeping our clients apprised of that latest available technology in hardware, software, training or general unmanned systems program management.</p> <p>RMUS also maintains an in-depth Online Training Center, which serves as our training hub and online knowledge base with dozens of training courses available. All clients are given access to this Online Training Center when they do business with RMUS.</p>	*
11	What are your company's expectations in the event of an award?	Ideally, we will be able to engage with new government entities (in both the US and Canada) that we have not yet worked with in the past. Because unmanned systems have so many potential use cases, we feel that the more government entities we can educate about the industrial and public safety applications of these unmanned systems, the better. Our goal is to decrease the human element in as many of the "Deadly, Dangerous, Dull or Dirty" jobs as possible.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	RMUS has been in business since 2014 and continues to grow and expand each year in revenue and office locations. We have attached our Balance Sheet and Profit & Loss Statement from 2021, titled "RMUS_BS_2021" and "RMUS_PL_2021_Qtr" for your review. Additional financial information and documents are available upon request.	*
13	What is your US market share for the solutions that you are proposing?	From the business intelligence we have gathered, we estimate approximately 10% of the industrial/non-military market in the US.	*
14	What is your Canadian market share for the solutions that you are proposing?	From the business intelligence we have gathered, we estimate approximately 30% of the industrial and light military market in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>RMUS is best described as a value-add reseller, although we feel that this term does not properly explain all of our business activities, such as consulting, training and unmanned system program management that we offer.</p> <p>RMUS is a fully authorized dealer of each brand/manufacturer of equipment that we sell. We are very selective with the brands that we work with and only onboard a product when it meets certain internal standards. Since we carry so many brands, we are happy to provide official dealer authorization letters from any of our vendor partners upon request.</p> <p>We are also the exclusive dealer for the Skycatch Explore2 platform and payloads in teh US and Canada.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We maintain extensive insurance policies in order to conduct business, but there are no certifications needed to become an unmanned systems dealers (other than the individual manufacturer's dealer authorizations).	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	We were awarded the Solution Provider of the Year by leading aerial drone manufacturer DJI in 2018 and 2019. However, since this industry is relatively new and fractured there are not many legitimate industry awards to be acquired at this time.
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 55%.
21	What percentage of your sales are to the education sector in the past three years	Approximately 15%.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	State of Utah Cooperative Contract MA3217 for Enterprise Drones. State of Arizona Cooperative Contract No. CTR047228 for Drones, Remotely Operated Devices, and Related Goods and Services. We are averaging about \$750,000 per year on the contracts listed above. This number is growing.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	RMUS is currently in the process of getting several of our products listed on the GSA.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Oklahoma Bureau of Narcotics	Matt Varney	405-530-3114
National Oceanic and Atmospheric Administration (NOAA) - Marine Mammal Laboratory	Tony Orr Michael Cameron	206-526-6396
Chickasaw Nation EMA	Dewayne Price	580-272-7515
Los Angeles County Fire Department	Craig Little	310-745-2005
U.S. Department of the Interior Office of Aviation Services	Steve Ramaekers	208-433-5002

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Oklahoma Bureau of Narcotics	Government	Oklahoma - OK	Drone Sales, Support and Training	\$250K	\$750,000
Arizona Department of Public Safety	Government	Arizona - AZ	Drone Sales Support and Training	\$125K	\$360,000
DOI Department of Aviation Services	Government	Idaho - ID	Drone Sales Support and Training	\$130K	\$800,000
New Hampshire State Police	Government	New Hampshire - NH	Drone Sales Support and Training	\$175K	\$175,000
South Jordan Utah Police	Government	Utah - UT	Drone Sales Support and Training	\$135K	\$135,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	We have five (5) full time Sales Team employees in the US and four (4) full time Sales Team employees in Canada. Our Sales Team is able to cover all the major time zones in North America, including Alaska and Hawaii.
27	Dealer network or other distribution methods.	In order to maintain the quality and service level that RMUS is known for, we only sell directly to our customers and therefore we do not have sub-dealers.
28	Service force.	RMUS is not a drone/unmanned systems service provider company, as many of our clients are in that industry. However, we do have a dedicated in-house Training Team that travels across the world to execute our trainings. We also conduct Proof-of-Concepts for our unmanned systems solutions onsite at many of our clients' facilities with a combination of our Training Team members and expert technicians.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	At RMUS the ordering process is very straightforward. Once a client makes contact with our Sales Team Member and confirms their exact needs, they are given a Quote. If the client would like to proceed with an order, they provide a Purchase Order (or a credit card if they prefer that method). Once a Purchase Order is received, the Sales Team Member provides a Sales Order to the client. The client is then sent an Invoice upon delivery of the order. All orders will be handled by an RMUS Sales Team Member. We do not outsource any of our customers' orders to third parties as all hardware is tested by our certified Technicians prior to shipping. This ensures the order is "Ready-to-Deploy" upon arrival.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer service is top-of-mind at RMUS and is the basis of our success. For our incoming technical service inquiries, we utilize Zendesk software to manage and track all of our service tickets. We also have a toll-free number that we give to all of our clients that goes directly to our Technical Support Team (this number is not publicly published as it is only for paying customers). Our typical response time to a technical support inquiry (call or email) is approximately 1 hour. We also have our Online Training Portal, which serves to not only train customers via educational videos and courses, but also as a knowledge base for our clients. Many clients have found answers to their questions by browsing the content on our Online Training Portal. But our team is always willing and able to assist our clients via telephone, email, live video calls, etc.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Since RMUS already serves thousands of customers within the US, Canada and beyond, we are willing and able to provide our products and services to all of the US entities in Sourcewell's customer group.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Since RMUS already serves thousands of customers within the US, Canada and beyond, we are willing and able to provide our products and services to all of the Canadian in Sourcewell's customer group. We have our office in Toronto for English speakers and RMUS Quebec for French speakers.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Since unmanned systems have use-cases in so many industries, we do not anticipate have any conflict with serving all of Sourcewell's participating client network within the US and Canada.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Other than increased shipping costs compared to the Lower 48, there should not be any issues with serving clients in Alaska and Hawaii. We even have a full-time Sales Team Member in Hawaii.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Currently RMUS holds an email database of over 7,000 contacts that we market to with dedicated emails roughly twice a month. We also maintain a very active presence on social media, specifically Facebook, LinkedIn and YouTube channels. We average several posts per week with content ranging from our own RMUS-produced videos (we have an in-house AV team) to industry news. If we awarded this contract, we will promote this new arrangement with Sourcewell on these emails and social media posts. This will be in addition to training our in-house Sales Teams (US and Canada) to include this new procurement option in their communications to participating entities.</p> <p>Please see our YouTube channel (https://www.youtube.com/@RMUSUAV) as well as the attached documents to see our marketing capabilities.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>RMUS makes full use of the latest SEO methods and digital marketing to attract new potential business. As stated in the response to Question 36, we maintain a very active social media presence on Facebook, LinkedIn and Youtube, as we have found those mediums to be most effective for our business-to-business unmanned systems solutions. We are also constantly monitoring and altering our SEO efforts to ensure we are using the latest terms and tags to generate traffic.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Since we do business with so many government entities, we are very familiar with the procurement process and how long it takes. All that we ask of Sourcewell is that we are given a fair opportunity to show our capabilities for each opportunity that arises within Sourcewell's network.</p> <p>If we are awarded with this Sourcewell contract, we intend to market this new, easier procurement method to all of our customers and contacts within the Sourcewell network via email, social media, video content, and direct communications from our Sales Team.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We have set up EDI-enabled systems with several of our larger customers who prefer to order in that manner. Our Sales Teams are trained to work with all sorts of procurement methods and we are sensitive to our customers' specific needs in that regard. Ultimately, RMUS is flexible and can work with the customer to find the best ordering/procurement method that works for them.</p> <p>In the past, we have set up online store microsites specific to our clients that only lists approved items. If an entity feels that this type of online ordering microsite would be of benefit to them, we are happy to work with them.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Operator Training is extremely important in the world of unmanned systems, and nearly each unmanned system we sell includes some sort of training element. RMUS has a full-time Training Team that offers a wide variety of training options, including live virtual trainings as well as in-person classes. We have general classes that go over UAS Fundamentals, Camera Functions, etc. and Unmanned Systems Program Management.</p> <p>When it comes to training on the unmanned systems hardware, we have training classes specific to each system, as they each operate differently. Some unmanned systems are more complex than others, which determines the duration and cost of the training. Many of the larger and more complex systems include training at no additional cost. If training is not included for free, all associated costs will be clearly communicated in a quote.</p> <p>Feel free to visit our website to see our training options and our Online Training Center.</p>
41	Describe any technological advances that your proposed products or services offer.	It is hard to quantify all of the potential use-cases of unmanned systems as many new ones are being discovered each year. In short, our products are meant to eliminate the human element in the "Dull, Deadly, Dangerous and Dirty" jobs that are performed each day. This includes jobs in the utility, oil & gas, industrial manufacturing, mining and public safety industries, to name a few.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We are animate about recycling the various Lithium-based batteries that many unmanned systems tend to use.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are a small business but are not officially certified.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Our experience in the unmanned systems industry is what sets us apart from other large-scale distributors who carry similar products. RMUS is completely focused on unmanned systems (aerial, terrestrial and water) and does not compete in the consumer electronics world or other unrelated industries. That is why our Sales, Technical Support Team, and Training Team have so much knowledge about professional-grade unmanned systems and support our clients with the best information possible, whether that is tech support on an existing system or what new options are becoming available. Also, since we offer equipment sales, software, technical support and certified training under one roof, our clients have no need to go anywhere else for their unmanned systems needs.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	We honor the manufacturer's warranties on all hardware products that we offer. On our own RMUS trainings, repairs and services, we have a client satisfaction guarantee.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are certain physical restrictions on unmanned systems hardware, such as altitude limits for aerial drones and depth limits for unmanned water vehicles, set by the manufacturer. But those operational parameters should not affect the daily use of the unmanned equipment.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	With most unmanned systems, repairs are conducted at either an RMUS facility or the manufacturer's facility. If the repair is determined to be within the warranty period, there will be no charge for the repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we can cover the entirety of the United States and Canada.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We typically pass on the OEM's warranty. However, augmented coverage plans are available for certain products if the client is interested and will be priced upon request.	*
51	What are your proposed exchange and return programs and policies?	<p>Return Policy (Custom Builds):</p> <p>Custom builds are unique and therefore non-returnable. We will work with you if you have issues or are not satisfied with your purchase to ensure your purchase fulfills your mission requirements.</p> <p>Return Policy (Cameras and Sensors):</p> <p>We will accept a full return on cameras and sensors if they are returned unused, in the original box. Returns are subject to a 20% restocking fee. If there is a technical or warranty issue we can help you work with the manufacturer to file a warranty claim or get your product serviced. If you have used the product, we do not accept returns.</p> <p>Exchange Policy:</p> <p>If you have purchased the wrong item, we will exchange the item for you. This can be done via store credit for the purchase amount of the original item. These items need to be un-altered, undamaged and in good working order.</p>	*
52	Describe any service contract options for the items included in your proposal.	As mentioned previously, certain unmanned systems products have optional augmented coverage plans available for purchase. These plans are very useful for clients who operate in high-risk environments where crashes or lost systems are expected. Because the size and scope of each client's unmanned systems program is different, we provide a detailed quote that explains the costs and benefits of each augmented coverage plan option.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Our typical payment terms for government entities is Net 30. We accept checks, credit cards, ACH and bank wires.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Yes, we have the ability to provide leasing options to qualified organizations. Each of these leasing agreements is negotiated individually.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	After speaking with the potential client, our Sales Team Member will provide an initial Quote to the client. We accept Purchase Orders from qualified entities, which are subject to credit checks if needed. Upon receipt of a Purchase Order from a client, we provide a Sales Order document and then an Invoice upon delivery. Our typical payment terms are Net 30. Please see the attached documents for sample Quotes, Sales Orders, Invoices, etc.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes we do. There are no additional costs associated with this method of payment.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	For our existing contracts, including state contracts, we have found that offering a flat discount per brand/manufacturer is the easiest method. This is reflected in the provided pricing document in the attachments.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounts range from 5% to 0.25% off of MSRP depending on the specific brand.
59	Describe any quantity or volume discounts or rebate programs that you offer.	We can offer volume discounts on a case-by-case basis.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For items that are not included in our catalog/prosed pricing list, we include total cost (retail price plus shipping cost plus sales tax) with a ten (10) percent markup.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Any and all costs are clearly indicated in all of our quotes, sales orders and invoices. There are no "hidden fees" or charges after the fact.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We include all freight/shipping costs when we provide the initial quote. Therefore, there are no unexpected costs to emerge. Our Shipping and Fulfillment Team is fully trained and certified in hazardous materials shipping.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We currently serve clients in Alaska, Hawaii and Canada, so there are no special provisions for shipping there, other than an increased cost compared to shipping in the Lower 48. As previously stated, we communicate all shipping costs in our initial quote to the client.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We are certified hazardous materials shippers as the lithium batteries used in unmanned systems are considered hazardous materials.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	RMUS already participates in two (2) current state contracts, and as such we have had to provide detailed records similar to those outlined in this question. Our Accounting Team is very adept at tagging all sales that occur due to a specific contract. Our internal SAP software system also allows the Sales Team Members to tag the sale to ensure it is included in the requested reports.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	RMUS management plans to closely monitor the "close rate" of any potential sales opportunities that we participate in, as well as the average revenue potential per RFP. We also plan to conduct "postmortems" for any unsuccessful pursuits to understand how we can improve.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Typical admin fees for state contracts are 0.25% to 0.5%. But given that this is a new opportunity, RMUS management is willing to offer 1% on hardware and 2% on service and trainings.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	RMUS dedicates a significant amount of resources vetting and testing the latest unmanned systems hardware, software and related accessories. As such, we only work with companies who meet our high standards. Please refer to the attached pricing sheet to see the specific brands/manufacturers that we are proposing for this RFP, which include Boston Dynamics, DJI Enterprise, Parrot, Autel, etc. We are also proposing the training services from our own RMUS Online Training Center.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Aerial Unmanned Systems, Water Unmanned Systems, Terrestrial Unmanned Systems, Processing Software, Training, and Onsite Proof of Concepts.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Aerial Vehicles (tethered and non-tethered)	<input checked="" type="radio"/> Yes <input type="radio"/> No	AgEagle eBee, AirRobot, Autel, Brinc, DJI, Drone Matrix, Parrot, Realtime Robotics, Skycatch, Skydio, RMUS OGI solution
72	Surface and subsurface water vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Boston Dynamics, Deep Trekker
73	Technology, software, accessories and attachments related to the offering of the solutions described in #71-72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Aaronis Drone Detection Solution, Propeller Aeropoints, Airdata Software, Colorado Drone Chargers, Elistair Tether Systems, Foxfury, GPC cases, Pix4d software,
74	Training, certification, licensure and services related to the offering of the solutions described in #71-72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	RMUS Training Classes

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - RMUS USA & Canada Brands Price Discount Guide FINAL.xlsx - Wednesday January 11, 2023 16:20:39
 - [Financial Strength and Stability](#) - RMUS_Financials.zip - Tuesday January 10, 2023 14:23:47
 - [Marketing Plan/Samples](#) - RMUS Collection Documents.zip - Wednesday January 11, 2023 16:24:15
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - RMUS Sample Transaction Docs.zip - Wednesday January 11, 2023 16:25:57
 - [Upload Additional Document](#) - RMUS Sole Source Explore 2 12-9-22 (1).pdf - Wednesday January 11, 2023 16:26:35

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ryan Wood, VP of Marketing, RMUS LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		



SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and City of Toppenish (hereinafter referred to as the "Member").

Agreement

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name

By *Debbie Gabel*
Its Interim City Manager
TITLE

May 23, 2022
DATE

Sourcewell

DocuSigned by:
Chad Coquette
Executive Director/CEO
TITLE

5/24/2022 | 7:36 AM CDT
DATE

Rev. 5/2018

MEMBER INFORMATION

Indicate an address to which correspondence may be delivered.

Organization Name* City of Toppenish

Address* 21 W. 1st Ave

City Toppenish

State/Province Code WA ZIP code* 98948

Country USA

Employer Identification Number 91-6001286

Website www.cityoftoppenish.us

Contact person* (First, Last) Malarey Bethune

Job Title* Accounting Manager

Job Role* Oversees City Purchasing

E-mail* Malarey.Bethune@cityoftoppenish.us

Phone* 509-865-2080

Organization Type:**Government**

- Federal
- State
- County
- Municipality
- Tribal
- Township
- Special District

Education

- Pre-K
- Public K-12
- Private K-12
- Public Higher Ed
- Private Higher Ed



Non-Profit (Please include documentation demonstrating non-profit status)

- Church
- Medical Facility
- Other

REFERRED BY

- Advertisement
- Colleague/Friend
- Vendor Representative
- Conference/Trade Show _____
- Search Engine/Web Search

RETURN COMPLETED AGREEMENT TO:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

877-585-9706
membership@sourcewell-mn.gov

**Denotes required information*

RESOLUTION 2017-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOPPENISH, WASHINGTON, AUTHORIZING AND DIRECTING THE CITY
MANAGER OF THE CITY OF TOPPENISH TO TAKE SUCH ACTIONS AS ARE
NECESSARY TO REGISTER THE CITY OF TOPPENISH AS A PARTICIPATION
PUBLIC AGENCY WITH NATIONAL JOINT POWERS ALLIANCE**

WHEREAS, the City of Toppenish, desires to arrange for making cooperative purchases of certain goods and services with National Joint Powers Alliance (NJPA); and the City Council of the City of Toppenish deems it to be in the best interests of the City that such an arrangement be carried out, and

WHEREAS, pursuant to the provisions of RCW 39.34, the City of Toppenish may enter into intergovernmental cooperative purchasing agreements with other public agencies in order to allow the parties of said agreements to cooperatively purchase or acquire supplies, equipment, and materials under contract and to utilize each other's contracts, as needs arise, and

WHEREAS, NJPA assists public agencies in reducing the cost of purchased goods through pooling the purchasing power of public agencies nationwide and by utilizing competitively solicited contracts for quality products through NJPA, and

WHEREAS, it is recommended the City Council of Toppenish City Council register as a participating public agency with the NJPA,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON AS FOLLOWS:

The City Manager is hereby authorized and directed to take such actions as are necessary to register the City of Toppenish as a participating public agency with National Joint Public Alliance for the purpose mentioned above.

This resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on August 28, 2017.


CLARA R. JIMENEZ, Mayor

ATTEST:


DEBBIE ZABELL, CMC, Finance Director/City Clerk

REQUEST FOR COUNCIL ACTION

Agenda Bill No.: 24-049

Meeting Date: June 10, 2024

Subject: Agreement for Off-Duty Law Enforcement Security Services

Attachments: Proposed Resolution 2024-28, Agreement to Provide Security Services

Presented by: Joseph Mehline, Police Chief; and Jon Schwarzer, Police Captain

Approved For Agenda By: Dan Ford, Interim City Manager

Discussion:

The proposed resolution is to approve an agreement with Seattle's Finest Security & Traffic Control, LLC to provide off-duty law enforcement services to provide security for hospital guard duties outside of Yakima County. Seattle's Finest Security & Traffic Control, LLC has the staff and expertise to provide the necessary services. The police department does not have sufficient staffing to provide 24-hour security services outside of the area.

Fiscal Impact: Estimate to be \$25,000.00

Recommendation: Motion to approve Resolution 2024-28, to authorize Agreement to Provide Security Services.

Alternatives: 1) Do not move to allow. 2) Forward to Study Session for further review.

RESOLUTION 2024-28

A RESOLUTION APPROVING AGREEMENT TO PROVIDE SECURITY SERVICES BETWEEN SEATTLE'S FINEST SECURITY & TRAFFIC CONTROL, LLC AND THE CITY OF TOPPENISH, WASHINGTON FOR OFF-DUTY LAW ENFORCEMENT SECURITY SERVICES AND ESTABLISH AN EFFECTIVE DATE

WHEREAS, the City of Toppenish, through its Police Department, has a need for off-duty law enforcement services to provide security for hospital guard duties outside of Yakima County, and

WHEREAS, the City does not have sufficient staff to be out of the area to perform the necessary hospital guard duties, and

WHEREAS, Seattle's Finest Security & Traffic Control, LLC, is a limited liability company with the staff and expertise for off-duty law enforcement services to provide security for hospital guard duties as may be needed by the City,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON AS FOLLOWS:

The Agreement to Provide Security Services between the City of Toppenish and Seattle's Finest Security & Traffic Control, LLC is approved, and the Interim City Manager is authorized and directed to execute said agreement on behalf of the City.

This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on June 10, 2024.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

SEATTLE'S FINEST
SECURITY & TRAFFIC CONTROL

Also Doing Business As
PNW'S FINEST
SECURITY & TRAFFIC CONTROL



AGREEMENT TO PROVIDE SECURITY SERVICES

BY Seattle's Finest Security & Traffic Control, LLC

THIS AGREEMENT is entered into on the date of execution by the Parties to this Agreement, Seattle's Finest Security & Traffic Control, LLC (herein "SF") a limited liability company performing security services utilizing Off-Duty Law Enforcement Officers, with a place of business at 2299 Bethel Rd SE Port Orchard, WA, 98366 and City of Toppenish (herein "City of Toppenish"), with a place of business at ***** Toppenish, WA *****. The parties mutually agree as follows:

ARTICLE 1: SERVICES

Section 1.01: Services: SF agrees to provide services to CITY OF TOPPENISH in accordance with the attached Schedule A. CITY OF TOPPENISH hereby engages SF to perform Off-Duty Law Enforcement security services for the term of this Agreement in accordance with the terms and conditions set forth in the attached Schedule A. If CITY OF TOPPENISH requests SF to provide additional Services and SF agrees to do so, then the parties will attach additional SOWs to this Agreement titled in consecutive fashion (e.g. SOW 2, SOW 3, SOW 4, etc.). All services performed by SF in accordance with this Agreement will hereinafter be referred to as "Services." The parties may change any Services to be performed under a particular SOW by giving SF ten (10) days advance written notice of the change.

ARTICLE 2: COMPENSATION

Section 2.01: Compensation Expense: CITY OF TOPPENISH will pay SF for the Services as set forth in the attached Schedule A, plus actual, documented expenses that are incurred by SF in connection with the performance of the Services. All amounts properly payable to SF hereunder will be paid within thirty (30) days after receipt by CITY OF TOPPENISH of an invoice from SF. All such invoices will identify the Services performed, the number of hours worked by date (if applicable), and itemized expenses incurred by SF (if applicable). SF will furnish receipts and other documentation of all expenses for which reimbursement is sought. SF will submit all such invoices and requests for reimbursement within sixty (60) days after the date the Services were performed and/or on which the expense was incurred.

ARTICLE 3: CHANGES AND EXPANSION AUTHORITY

Section 3.01: Additional or Expanded Services: No modification of this Agreement shall be effective unless in writing and signed by the parties to this Agreement. Changes to any of the terms and conditions under this Agreement will be via an amendment to the original Agreement.

ARTICLE 4: TERM

Section 4.01: Term: This Agreement will commence on the date of last signature and continue for a period of one year, unless terminated earlier. The Agreement may be extended by written agreement of the parties. The Term of this Agreement is subject to the right of termination by CITY OF TOPPENISH or SF as described in Article 5.

ARTICLE 5: TERMINATION CLAUSE

Section 5.01: Termination: Except as otherwise provided in Schedule A, either party may terminate this Agreement with or without cause by providing seven (7) days written notice of such termination to the other party.

ARTICLE 6: WARRANTY CLAUSE

Section 6.01: Warranty: SF shall implement reasonable procedures in accordance with all governing policies in place for Off-Duty Law Enforcement Security and shall conduct themselves in good faith and in a professional manner. SF shall not be liable to CITY OF TOPPENISH for any damages, nor does SF warrant the functionality, performance, suitability, safety, capability, usability, or operability of any of the Services rendered.

ARTICLE 7: INDEPENDENT CONTRACTOR

Section 9.01: Independent Contractor: The relationship between the parties will be that of independent contractor and principal. This Agreement will not be construed, and the parties will not in any way represent, that there is any other relationship between the parties, including without limitation that of employer and employee. SF will be responsible for all withholdings, including payment of all federal and state taxes, workers' compensation, insurance, and other benefits, charges, or assessments arising from SF's performance of work as an independent contractor. SF is not an agent of, and is not authorized to act on behalf of, CITY OF TOPPENISH . As an independent contractor, SF is responsible for the control and supervision of the means by which the Services are performed. However, the results of the work contemplated herein must meet the approval of the CITY OF TOPPENISH and shall be subject to the CITY OF TOPPENISH 's general rights of inspection and review to secure the satisfactory completion thereof. The CITY OF TOPPENISH may at its sole discretion require SF to remove an employee from employment under this Agreement.

ARTICLE 18: INSURANCE/INDEMNITY

Section 8.01: Insurance: Unless specified otherwise, the following is in effect. SF shall maintain at its own expense and at all times during the term of this Agreement, the following insurance with limits of liability consistent with those generally carried by similarly situated enterprise:

1. **Minimum Coverages and Limits of Liability.** SF shall at all times during the term of this Agreement, maintain continuously, at its own expense, minimum insurance coverage's and limits of liability as specified below:

- a. Commercial General Liability (CGL) insurance, of \$1,000,000 per occurrence \$2,000,000 General Aggregate with \$5,000,000 Excess Liability / Umbrella coverage including:
 - Products/Completed Operations
 - Personal/Advertising Injury
 - Stop gap/Employers Liability
 - b. With minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage (“CSL”), except:

\$1,000,000	Personal/Advertising Injury
\$1,000,000	each accident/disease/employee Stop Gap/Employer’s Liability
 - c. Automobile Liability insurance, including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of liability of \$1,000,000 CSL.
 - d. Worker’s Compensation for industrial injury to Contractor’s employees in accordance with the provisions of Title 51 of the Revised Code of Washington.
2. CITY OF TOPPENISH as Additional Insured. CITY OF TOPPENISH shall be included as an additional insured under CGL and Automobile Liability insurance for primary and non-contributory limits of liability.
 3. No Limitation of Liability. The limits of liability specified herein in subparagraph 1.A. are minimum limits of liability only and shall not be deemed to limit the liability of SF or any SF insurer except as respects to the stated limit of liability of each policy. Where required to be an additional insured, CITY OF TOPPENISH shall be so for the full limits of liability maintained by SF, whether such limits are primary, excess, contingent or otherwise.
 4. Minimum Security Requirement. All insurers must be rated A- VII or higher in the current A.M. Best’s Key Rating Guide and licensed to do business in the State of Washington unless coverage is issued as surplus lines by a Washington Surplus lines broker.
 5. Self-Insurance. Any self-insured retention not fronted by an insurer must be disclosed. Any defense costs or claim payments falling within a self-insured retention shall be the responsibility of SF.
 6. Evidence of Coverage. Prior to performance of any scope of work, SF shall provide certification of insurance acceptable to CITY OF TOPPENISH evidencing the minimum

coverage's and limits of liability and other requirements specified herein. Such certification must include a copy of the policy provision documenting that CITY OF TOPPENISH is an additional insured for commercial general liability insurance on a primary and non-contributory basis.

Section 8.02: Indemnification: To the extent permitted by law, SF shall protect, defend, indemnify and hold CITY OF TOPPENISH harmless from and against all claims, demands, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees (collectively "Claims") resulting from the injury or death of any person or the damage to or destruction of property, arising out of the work performed by SF under this Agreement, excluding Claims arising out of CITY OF TOPPENISH 's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, and Claims arising from the sole negligence of CITY OF TOPPENISH . SF does not waive any immunity it may have under RCW Title 51 or any other Worker's Compensation statute.

ARTICLE 9: REMEDIES

Section 9.01: Remedies: CITY OF TOPPENISH recognizes that any violation of this Agreement may cause irreparable injury to SF. In seeking enforcement of the obligations under this Agreement, SF will be entitled (in addition to any other remedies that may be available) to other extraordinary relief, including without limitation temporary, preliminary or permanent injunctions, and other equitable relief to prevent or restrain any breach of this Agreement, without the necessity of posting a bond or security, which is expressly waived by CITY OF TOPPENISH .

ARTICLE 10: SCOPE OF AGREEMENT AND INTEGRATION

Section 10.01: Scope of Agreement: This Agreement supersedes all previous understandings, arrangements and agreements, written or oral, between the parties with respect to the specific subject matter hereof. This Agreement may only be amended or waived upon the written consent of the party to be bound thereby. No delay or omission in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent on any one occasion will not be construed as a bar to or waiver of any right on any other occasion.

ARTICLE 11: GOVERNING LAW

Section 11.01: Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of Washington.

ARTICLE 12: NONDISCRIMINATION

Section 12.01: The CITY OF TOPPENISH is an equal opportunity employer.

Section 12.02: Nondiscrimination in Employment. In the performance of this Agreement, SF will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

ARTICLE 13: VENUE/JURISDICTION

Section 14.01: Venue/Jurisdiction: Any action arising out of this Agreement may be brought in the Federal or State courts located in the State of Washington, and both parties hereby consent to the personal jurisdiction of such courts in connection with any such proceeding.

ARTICLE 14: MAINTENANCE AND INSPECTION OF RECORDS

Section 14.01: SF at such times and in such forms as the CITY OF TOPPENISH may require, shall furnish to the CITY OF TOPPENISH such statements, records, reports, data, and information as the CITY OF TOPPENISH may request pertaining to matters covered by this Agreement.

Section 14.02: SF shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY OF TOPPENISH , its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Section 14.03: To ensure the CITY OF TOPPENISH 'S compliance with the Public Records Act, RCW 42.56, SF shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. SF agrees that the CITY OF TOPPENISH or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

ARTICLE 15: POLITICAL ACTIVITY PROHIBITED

Section 15.1: None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

ARTICLE 16: PROHIBITED INTEREST

Section 16.1: No member, officer, or employee of the CITY OF TOPPENISH shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 17: SEVERABILITY

Section 18.01: Severability: If any provision of this Agreement is void, invalid, or unenforceable, then such provision will not fail in its entirety, but will continue in force and effect for the maximum term and scope necessary to protect the interests of the parties within the permissible limits of the law.

ARTICLE 18: ATTORNEY'S FEES

Section 18.01: Attorney's Fees: In the event of a dispute between the parties resulting in litigation with respect to this Agreement or any Services provided under this Agreement, the substantially prevailing party as determined by the court will be entitled to a judgment for its costs, including reasonable attorney fees, in an amount to be determined by the court, and on any appeal or arbitration.

ARTICLE 19: NOTICES

Section 19.01: Notices: All notices or reports permitted or required under this Agreement will be in writing and delivered by personal delivery, or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, or five (5) days after deposit in the mail. Notices will be sent to the signatory of this Agreement at the address set forth at the beginning of this Agreement or such other address as either party may specify in writing. If the notice is to SF, a copy will also be sent to its legal counsel.

ARTICLE 20: HEADINGS

Section 20.01: Headings: The headings and titles of the provisions of this Agreement are inserted for convenience only and will not affect the construction or interpretation of any provision.

ARTICLE 21: REPRESENTATION BY COUNSEL

Section 21.01: Representation by Counsel: Each party hereby acknowledges that it has read this Agreement, has had an opportunity to consult with its own legal advisers, if so desired, and agrees to all its terms and conditions.

IN WITNESS WHEREOF, each party has entered into this Agreement, through its duly authorized representative, as of the Effective Date.

Seattle's Finest S&TC, LLC

City of Toppenish / Toppenish PD

Name: Raleigh J Evans
Title: President
Date: June 6, 2024

Name: _____
Title: Chief of Police
Date: _____

SCHEDULE A



Off-duty Police Security Proposal for City of Toppenish , Toppenish PD

Seattle's Finest
Security & Traffic Control, LLC
President: Raleigh Evans
Mobile phone: (253) 225-1056
E-mail: rjevans@seafinest.com
Website: www.seafinest.com

Captain John Schwarder

June 6, 2024

Captain Schwarder,

Thank you for the call, and for the opportunity to partner with Toppenish PD to provide Off-Duty Police Officers for Security for Hospital Guard duties. This is an official proposal, with the current rates and terms to provide Off-Duty Police Officers for security. Seattle's Finest operates as an employer, with all Officers on our payroll as employees, and covered by L&I, Employment Security, and a \$10,000,000 Per Occurrence, \$11,000,000 aggregate General Liability Insurance policy.

Rates and terms:

Our rates are inclusive and cover the Officer's pay and all overhead costs. Our rates are as follows:

Police Officer security rate:

- Straight Rate- \$153.00/hr, for all hours.
- Cancellations require 24-hour notice; otherwise a 4-hour minimum show-up, per officer, applies at that day's standard rate. For the hospital guard security, due to the nature of the unknown release time for the suspect, the 4 hour minimum only applies to the next scheduled

shift after notice is given that the suspect no longer needs guarding due to release from the hospital, or a change in his/her status. A 4-hour minimum show-up applies at all times.

We will bill weekly, and payment is due upon receipt. Payment is expected within 15 days (Net 15) or a 1% late fee per month will be applied.

I am always available to you at the numbers below, and I look forward to the opportunity to work with you!

Sincerely,

Raleigh J Evans
President / Co-Owner
Direct: 253-225-1056



REQUEST FOR COUNCIL ACTION

Agenda Bill No.: 24-050

Meeting Date: June 10, 2024

Subject: Picnic Table for Lions Club Breakfast in conjunction with Wild West Parade

Attachments: Agenda item from August 14, 2023

Presented by: Dan Ford, Interim City Manager

Approved For Agenda By: Dan Ford, Interim City Manager

Discussion:

The City council is asking that the City provide additional participation in the Lions Club Breakfast at Post Office Park in conjunction with the Wild West Parade by providing up to 20 tables, if available.

The Council set fees associated with transporting and retrieving tables for events during its Augst 14, 2023 regular meeting. The costs for providing 20 tables will be determined utilizing the current Master Fee Schedule and that cost will be added to the Council approved Wild West Parade participation.

Fiscal Impact: \$420.00 based upon the current Master Fee Scheule for 20 Tables, to be added to the cost associated with the City's participation for street closures and policing of the Wild West Parade.

Recommendation: Motion to add for the cost of providing up to 20 tables for the Lions Club Breakfast in conjunction with Wild West Parade.

Alternatives: Request additional information and return to council.



**CITY OF TOPPENISH
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 23-055**

Meeting Date: August 14, 2023

Subject: Proposed Fee Resolution Update

Attachments: Proposed Resolution 2023-34

Presented by: Debbie Zabell, City Manager

Approved For Agenda By: Debbie Zabell, City Manager

Discussion:

The City Council has adopted a comprehensive Fee Schedule that is updated annually at the last council meeting of the current year and as needed throughout the year through the passing of a Resolution. The proposed Fee Schedule reflects an update to the park gazebo rental fee includes up to two picnic tables, and adding fees for additional picnic benches at gazebos, city parks, and events.

Park Gazebo Rental Fee:

The city has four city parks containing gazebos (Pioneer, Olney, Allen, and Post Office Parks) all of which previously held two picnic tables, that were included with the gazebo rental. In 2022, the picnic tables were removed from city parks to deter vagrancy. In an effort to maintain the useability of the gazebos for the community, the city staff delivers and removes (the) two picnic tables for use with the gazebo rental. Although there are staff and equipment costs associated delivering and removing the (two) tables, staff recommends the gazebo renter not be penalized, and that providing the two picnic tables be included in the current gazebo rental fee.

Picnic Table Rental Fee:

The city has been providing additional tables for gazebo rentals, large parties at the park, or during special events throughout the city, for no charge. Moving the picnic tables requires two people, a pickup truck, and a flatbed trailer. The flatbed trailer can carry two picnic tables and two man-hours are required to transport the tables to and from the site. Staff recommends the City Council consider establishing a fee to recoup some of the costs associated with transporting picnic tables for large private parties at the park or for special events that take place throughout the city.

The proposed Resolution includes a Picnic Table Fee listing (page 8) indicating the recommended fees for transporting picnic tables.

Fiscal Impact: Potential annual park revenue of \$1,000.00.

Recommendation: Approve Resolution 2023-34 Adopting the 2023 Master Fee Schedule.

Alternatives: 1) Do not adopt. 2) Forward to Study Session for further review.