

RECEIVED



City of Spokane

Minor Contract Summary

AUG 27 2020

OPR # 2020-6683
Cross Ref _____
Destruct Date _____
Clerk's Dist. _____

CITY CLERK'S OFFICE

Incomplete submissions will be returned to the Department until all requirements are met.
(Summary to be printed on blue paper)

Department Name Fire/EMS
Department Project # _____

New Contract
CR # DO531819
Date: _____

Contractor/Consultant

Name: South Snohomish County Fire & Rescue
Address: 12425 Meridian Ave S
City, State, Zip: Everett, WA 98208

Remittance Address: _____
City, State, Zip: _____

Summary of Services

Interlocal Agreement with South Snohomish County Fire & Rescue to purchase 156 Scott SCBA bottles.

Amount: \$23,400.00
Amount: _____
Maximum Amount: _____
Beginning Date: _____

Budget Code: 5901-79125-22200-53504-99999
Budget Code: _____
Expiration Date: _____ Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.)
- Insurance Certificate (attach to the contract)
- City Business Registration (attach verification that a current business license number exists)
- If Public Works Contract, Contractor has been notified of State Law requirements.
- Grant Related (if the contract is grant related, the Grants Management Department must sign below)
- Vendor is already set up for ACH payments or the *Accounts Payable Vendor ACH Enrollment Form* has been submitted to Accounting. Do not attach ACH form to the contract documents.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Kyle Haugen

Funds are available in the appropriate budget account

Accountant

Ken Lamoreaux
DocuSigned by: Ken Lamoreaux

8/25/2020

Department Head

Brian Schaeffer
DocuSigned by: Brian Schaeffer

8/25/2020

Other

Signature _____

Date _____

Grants Mgt. (if applicable)

Signature _____

Date _____

Distribution List

Contractor E-mail: sevenson@southsnofire.org

Andrew Duffey, Accounting

Dept. Contact E-mail: Fire Accounting

Taxes and Licenses

David Stockdill, Corey Barker

**INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY FIRE AND RESCUE REGIONAL FIRE AUTHORITY
AND
CITY OF SPOKANE
FOR TRANSFER OF SURPLUS PROPERTY**

THIS INTERLOCAL AGREEMENT FOR TRANSFER OF SURPLUS PROPERTY (the "Agreement") is made and entered into this 17th day of August, 2020, by and between **SNOHOMISH COUNTY FIRE AND RESCUE REGIONAL FIRE AUTHORITY**, a municipal corporation (the "RFA"), and **THE CITY OF SPOKANE**, a Washington municipal corporation (the "City").

I. RECITALS

WHEREAS, Chapter 39.33 RCW and Chapter 43.09 RCW permits a municipality to transfer ownership of property to another municipality on such terms and conditions as may be mutually agreed upon;

WHEREAS, the RFA owns one hundred and fifty-six (156) Scott 45 min. / 4500 psi SCBA bottles (the "SCBA Bottles") that have been declared surplus;

WHEREAS, the RFA desires to sell, and the City desires to purchase, the SCBA Bottles as provided herein; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

II. TERMS

1. **Purpose**. The purpose of this Agreement is to establish a contractual arrangement under which the RFA will transfer to the City ownership of the SCBA Bottles as provided here.
2. **Payment**. The City shall pay to the RFA the sum of Twenty-Three Thousand Four Hundred Dollars (\$23,400) (the "Payment").
3. **Transfer**. In consideration of the Payment, the RFA hereby sells and conveys to the City, and the City hereby purchases from the RFA, the SCBA Bottles, including all rights and insurance, maintenance and operating costs associated with ownership of the SCBA Bottles.
4. **Title**. The parties shall execute contemporaneously with the execution of this Agreement, a Bill of Sale for the transfer of the SCBA Bottles to the City, the form of which is attached hereto and marked as **Exhibit A**. The parties agree to execute any other documents necessary to transfer title of ownership to the City.
5. **Taxes**. The City shall pay all taxes arising from and/or relating to this transfer of the SCBA Bottles, including, without limitation, use tax and motor vehicle sales/lease tax.
6. **Inspection and Condition**. The SCBA Bottles are being transferred to the City "as is" and "where is." The City finds the SCBA Bottles acceptable for its intended use. Except

as may be otherwise provided herein, the City hereby accepts the SCBA Bottles in the condition existing on the date of this Agreement and confirms that neither the RFA nor any agent or representative of the RFA has made any warranty or representation whatsoever concerning the condition thereof or the uses or purposes to which the same may now or hereafter be placed.

7. **Possession.** Possession of the SCBA Bottles shall be delivered to the City within ___ days (if not filled in, 30 days) of the execution of this Agreement.

8. **Duration.** This Agreement shall become effective upon execution by both Parties. All terms and conditions of the Agreement shall remain in full force and effect until terminated as provided herein.

9. **Termination.** This Agreement may be mutually terminated by the Parties prior to the conveyance of the SCBA Bottles. After that conveyance, neither party may terminate this Agreement.

10. **Recording.** A copy of this Agreement shall be filed with the Snohomish County Auditor or posted on the website on either Party.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

12. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

13. **Governing Law.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington. Any action arising out of this Agreement shall be brought in Snohomish County Superior Court.

14. **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto, and this Agreement supersedes all their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

SELLER
SNOHOMISH COUNTY FIRE AND RESCUE
REGIONAL FIRE AUTHORITY

BUYER
THE CITY OF SPOKANE

By: TJ

By: Brian P. Schaeffer

Its: Fire Chief

Its: Brian Schaeffer

Date: 8-17-2020

Date: 8-20-2020

Attest:

Yemi Z. [Signature]
Spokane City Clerk

Approved as to form:

- 2 -

[Signature]
Assistant City Attorney



EXHIBIT A
BILL OF SALE
SURPLUS PROPERTY

SNOHOMISH COUNTY FIRE AND RESCUE REGIONAL FIRE AUTHORITY ("Seller") does hereby convey, grant, sell, assign, and transfer to **THE CITY OF SPOKANE ("Purchaser")** one hundred and fifty-six (156) Scott 45 min. / 4500 psi SCBA bottles (the "Property").

1. **DISCLAIMER:** The Property is sold "AS IS", "WHERE IS" and "WITH ALL FAULTS." PURCHASER WAIVES AND RELEASES ALL RIGHTS AND REMEDIES OF PURCHASER, AND SELLER DISCLAIMS ALL WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY: (A) IMPLIED WARRANTY WITH RESPECT TO QUALITY, CAPACITY, DURABILITY, RELIABILITY, SAFETY, OR PERFORMANCE OF THE PROPERTY, (B) IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (C) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE, (D) CLAIM IN TORT, WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM SELLER'S FAULT, STRICT LIABILITY OR NEGLIGENCE, AND (E) CLAIM FOR ANY DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. PURCHASER ACKNOWLEDGES THIS WAIVER OF WARRANTIES WAS SPECIFICALLY NEGOTIATED AND BARGAINED FOR AS PART OF THIS AGREEMENT.
2. **RELEASE:** Purchaser releases and forever discharges Seller, its successors and assigns, and their commissioners, volunteers, officers, agents, employees, attorneys, and insurers, of and from any and all actual or alleged claims, demands, debts, losses, obligations, liabilities, costs, expenses, rights of action, and causes of action, of any kind or character whatsoever, whether known or unknown, suspected or unsuspected, which they now have or claim to have, or which may at any time hereafter accrue arising from or related in any way to the Property.
3. **INDEMNITY:** Purchaser shall defend, indemnify, and hold harmless Seller, its successors and assigns, and their commissioners, volunteers, officers, agents, employees, attorneys, and insurers (collectively, the "Indemnitees") from demands, claims, suits, judgments, or liability for loss or damage (including, but not limited to, reasonable attorneys' fees) arising from or related in any way to the Property, including, without limitation, the ownership, possession, use, maintenance, sale or disposition of, any nonconformance or defect in, any reliance on, or any accident, injury, damage or incident involving, the Property. To the fullest extent permitted by applicable law, this paragraph shall apply regardless of any act, omission, fault, strict liability or negligence of the Indemnitees.


Purchaser's indemnity obligations hereunder do not extend to liability resulting from the sole negligence of the Indemnitees, their agents or employees. If the claim, suit, or action for injuries, death, or property damage is caused by or results from the concurrent negligence of the Purchaser or its officer, employee or agent and the Indemnitees, their officers, employees or agents, this indemnity provision shall be enforceable only to the extent of the negligence of the Purchaser, its officers, employees, or agents.


FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST PURCHASER BY THE INDEMNITEES UNDER SUCH INDEMNIFICATION PROVISION, PURCHASER SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

The foregoing provision was specifically negotiated and agreed upon by the parties hereto.

SELLER
SNOHOMISH COUNTY FIRE AND RESCUE
REGIONAL FIRE AUTHORITY

BUYER
THE CITY OF SPOKANE

By: 
Its: Fire Chief
Date: 8.17.2020

By: 
Its: Brian Schaeffer
Date: 8-20-2020



CITY OF
SPOKANE
808 W Spokane
Falls Blvd
Spokane WA
99201

**SOLE SOURCE
JUSTIFICATION**

Description of Product/Service: Purchase of (156) used Self Contained Breathing Apparatus (SCBA) bottles

Requisition Number: _____

Estimated amount of this purchase: \$ 23,400 plus tax

Contract Period Immediate

Department: Fire Contact Person: Div. Chief David Stockdill Phone: 435-7080

Due Date: As soon as possible. Work must be completed by: N/A

Date Material/Equipment/Supplies must be delivered by: SFD will arrange self-transport.

Location: Fire Station 1, 44 W Riverside.

Date Service must begin by: N/A

Please provide the following information in order to document justification of a sole source purchase.

1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

The SFD uses Scott Safety brand Self Contained Breathing Apparatus (SCBA). Only Scott SCBA bottles are compatible with this system. SFD has numerous SCBA bottles that have reached the end of their service life and must be replaced. Only Scott brand replacement bottles can be purchased.

2. Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)

Purchase of these used bottles is a stopgap measure until SFD is able to replace the complete, current Scott breathing air system with the most current Scott system. Purchase of the new system will be either via an Assistance to Firefighters (AFG) grant or self-funded. Before a complete new system can be procured, over 100 of our current bottles will reach the end of their service life. SFD, in cooperation with the regional Scott vendor has conducted a regional and national search for used bottles to replace existing bottles that will soon be out of date. South Snohomish County Fire and Rescue is currently upgrading to a new Scott system and has offered to sell us their used bottles.

3. Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?

No.

4. Explain why the price for this product or service is considered to be fair and reasonable.

See explanation in Question 2.

5. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.

Used bottles are very difficult to procure and the agreed upon price is fair compared with the cost of new bottles.

6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

SFD would be forced to buy brand new bottles at a cost (before tax) of \$187,200 rather than \$23,400 for used bottles.

Requested Vendor: South Snohomish County Fire and Rescue

Vendor's Address: 12425 Meridian Ave. S; Everett, WA 98208

Vendor Contact: Sue Evenson (Accounting) Phone: (425) 418-0815


If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.



Signature of Requestor
(must be an authorized Department Buyer)

18 Aug 2020
Date



Signature of Department Head or Designee

8/18/20
Date

Approval by Purchasing (Over \$50,000)

Date

Approval by Grants Management
(Required for grant funded purchases)

Date

SSCFR
12425 Meridian Ave. S.
Everett, WA 98208
425-551-1280
Fax: 425-551-1226



Invoice # 20-042
10-Aug-20

TO: City of Spokane Fire Cbarker@Spokanecity.org Attention: Finance			
Quantity	Description	Amount	Total
156	Scott SCBA Bottles 45min/4500 psi	\$150.00	\$23,400.00
	Total Please make Check to SSCFR <i>Thank You!</i>		\$23,400.00