

## City of Burien, Washington City Hall Contract Routing Sheet

Name of Contracting Party: City of Seatac Vendor # \_\_\_\_\_

Project Name/Description: Handheld GPS Use Agreement

Contract Amount: \$ N/A

Type of Contract:

<input type="checkbox"/> <b>Architectural/Engineering</b> <input type="checkbox"/> From MSRC Engineering Roster <input type="checkbox"/> RFQ Process Done  <input type="checkbox"/> <b>Consulting/Services (Non-Engineering)</b>	<input type="checkbox"/> <b>Construction/Public Works</b> <input type="checkbox"/> Informal Bidding Process Done-3 bids (less than \$35,000) <input type="checkbox"/> From MRSC Small Works Roster (\$35,000 to \$300,000) <input type="checkbox"/> Competitive/Advertised Bidding Done (Over \$300,000) <input type="checkbox"/> Other: Sole Source - Emergency	<input type="checkbox"/> <b>Human Services/Arts &amp; Culture</b>  <input type="checkbox"/> Other: _____  <input type="checkbox"/> <b>Contract Amendment to Contract No. _____</b>
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Is this contract authorized in the current year's budget?  Yes  No

If budgeted, list Fund/Dept.: \_\_\_\_\_

Page # in Budget: \_\_\_\_\_

Budget line item amount: \$ \_\_\_\_\_

BARS Account Number: \_\_\_\_\_

### CONTRACT ROUTING INSTRUCTIONS:

Contract Manager Directions/Approval: \_\_\_\_\_ Date: \_\_\_\_\_

- Draft contract, get contract file checklist items
- Prepare Contract Package (Contract Routing Sheet, contract, and checklist items)
- Obtain Dept. Director Approval \_\_\_\_\_ Date: \_\_\_\_\_

Legal Dept. Directions/Approval: [Signature] Date: 6-14-13

- Review insurance
- Review by City Attorney (non-routine contracts)

Finance Dept. Directions/Approval: [Signature] Date: 6-13-13

- Review contract budget/administrative review.

Contract Manager Directions:

- Obtain signatures on contract.
- Provide fully signed copy of contract to other party.
- Make copy of contract for own files, if desired.
- Return original Contract Package to Finance Dept.

Finance Dept. Directions:

- Assign contract number.
- E-mail contract number to Contract Manager.
- Provide Contract Package to Scanner.

#### Contract File Checklist:

- W-9 Taxpayer ID Form
- Burien Business License # \_\_\_\_\_
- Insurance Certificate
- Bids, if applicable  N/A
- Contract Fully Signed



## **EQUIPMENT USE AGREEMENT**

CITY OF BURIEN, WASHINGTON  
400 SW 152<sup>ND</sup> ST SUITE 300, BURIEN, WA

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*Title: HANDHELD GPS USE AGREEMENT*

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THIS EQUIPMENT USE AGREEMENT ("Agreement") dated June 10, 2013 is effective on the date the Agreement is fully executed by the Parties. The Parties to this Agreement are the CITY OF BURIEN, a Washington municipal corporation ("Owner") and the CITY OF SEATAC, a Washington municipal corporation ("User").

Now, therefore, the Parties agree as follows:

### **1. EQUIPMENT**

The Owner does hereby agree to allow the User to use the equipment described as a HANDHELD GPS with serial #4939435778 and all periphery equipment associated with the device.

### **2. TERM**

This Agreement shall be for a term of six (6) months, commencing on the 10th day of June, 2013 ("Term"). The Parties may agree in writing to extend the Term for an additional period of time. The User will return the equipment to Owner no later than the last day of the Term or within 30 days of notice from the City, whichever is earlier.

### **3. POSSESSION**

Upon commencement of the Term of this Agreement, the User shall be entitled to possession of the Equipment. By taking possession of the Equipment, the User shall be deemed to have accepted the Equipment as is with no express or implied warranties. Use of the Equipment shall be exclusive to the User and shall not be shared by others without the written approval of the Owner.

### **4. ALTERATIONS, IMPROVEMENTS, REPAIR, AND REPLACEMENT**

(a) The User shall not perform, or cause to be performed any alterations or improvements to the Equipment without first obtaining the Owner's review and approval of said alterations or improvements. Any costs incurred to perform alterations, improvements or repairs to the

Equipment shall be the sole responsibility of User, unless otherwise agreed by the parties in writing.

(b) Before returning the Equipment to the Owner at the end of the Term, the User shall ensure that the condition of the Equipment is equal or better than the condition existing at the commencement of this Agreement, as determined by the Owner, except for reasonable wear and tear. Any costs incurred to return the Equipment to an equal or better condition than existing at the commencement of the Agreement shall be the sole responsibility of User.

(c) If, by the expiration of the Term, User does not return the Equipment to Owner in an equal or better condition than it was in at the commencement of this Agreement, User will pay Owner the full replacement cost for the Equipment, except for reasonable wear and tear.

## **5. INDEMNITY**

The Owner shall not be liable for any injury to any person, or for any loss of or damage to any property (including property of the User), arising out of or related to User's use of the Equipment. The User shall indemnify, defend, and save the Owner harmless from any and all losses, damages, liabilities, or expenses (including attorneys' fees and other expenses of litigation) resulting from any actual or alleged injury to any person, and/or from any actual or alleged loss of or damage to any property, that arises out of the User's use of the Equipment.

The provisions of this Section shall survive the expiration or termination of this Agreement.

## **6. THE USER'S COMPLIANCE WITH LAWS**

The User shall observe, and be responsible for and bear all expenses of complying with all orders, ordinances, rules, regulations, requirements, and instruction of all municipal, state and federal authorities relative to the Equipment.

## **7. SIGNATURE AUTHORITY**

It is hereby acknowledged that the User's signatory of this Agreement has the authority to so sign and bind the User in its entirety.

## **8. GENERAL PROVISIONS**

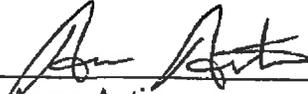
This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the City

to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

This Agreement is executed the 14 day of June, 2013.

**USER:**

**CITY OF SEATAC**

By:   
Aaron Antin  
Finance & Systems Director

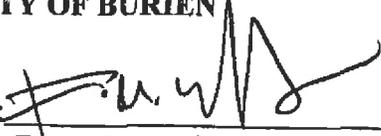
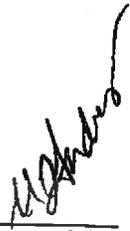
4800 S 188<sup>th</sup> St  
SeaTac WA 98188  
206-973-4881

Approved as to form:

  
Mark S. Johnson, Senior Asst. City Attorney

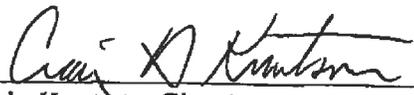
**OWNER:**

**CITY OF BURIEN**

By:    
Fernando M Llamas  
Systems & GIS Administrator  
6-14-13

400 SW 152<sup>ND</sup> ST SUITE 300  
Burien, WA 98166  
Staff Contact: Fernando M Llamas  
Staff Phone No: (206) 439-3168

Approved as to Form:

By:   
Craig Knutsen, City Attorney

## City of Burien, Washington Contract Routing Sheet

Name of Contracting Party: City of SeaTac

Project Name/Description: Handheld GPS Use Agreement - Amendment No. 1

Contract Amount: \$ No cost extension for six months  
(Include Contractor's Proposal Amount and Sales Tax)

Type of Contract:

<input type="checkbox"/> <b>Architectural/Engineering</b> <input type="checkbox"/> From Engineering Roster <input type="checkbox"/> Advertised Bidding Done  <input type="checkbox"/> <b>Professional Services</b> (Non-Engineering) <input type="checkbox"/> 3 Bids received <input type="checkbox"/> Direct Negotiation	<input type="checkbox"/> <b>Construction</b> <input type="checkbox"/> Informal Bidding Process Done-3 bids (less than \$20,000/\$35,000) <input type="checkbox"/> From Small Works Roster (\$20,000/35,000 to \$100,000) <input type="checkbox"/> Competitive/Advertised Bidding Done (Over \$100,000) <input type="checkbox"/> Other: _____	<input type="checkbox"/> <b>Human Services/Arts &amp; Culture/City Match</b>  <input type="checkbox"/> Other: _____  <input checked="" type="checkbox"/> <b>Contract Amendment to Contract No. <u>3866</u></b>
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(Please attach a list of all bids received)

Is this contract authorized in the current year's budget?  Yes  No

If budgeted, list Fund/Dept.: \_\_\_\_\_

Page # in Budget: \_\_\_\_\_ Budget line item amount: \$ \_\_\_\_\_

BARS Account Number: \_\_\_\_\_

Is a budget amendment needed?  Yes  No Amount? \$ \_\_\_\_\_

Date of Council Approval: N/A

**REVIEWED BY:**

Contract Manager: [Signature] Date: 12/18/13

Department Director: [Signature] Date: 12/19/13

Management Analyst: [Signature] Date: 12/24/13

<p style="text-align: center;"><b><u>Routing Instructions:</u></b></p> <input type="checkbox"/> Send original to Contractor for their signature and then provide a copy of the fully signed contract to _____ <input type="checkbox"/> Contract is already signed by Contractor, please provide a copy of the fully signed contract to: _____ <input type="checkbox"/> Other (Please describe) _____	<p style="text-align: center;"><b><u>Contract File Checklist:</u></b></p> <input type="checkbox"/> Purchase Order # _____ <input type="checkbox"/> Tax ID Form <input type="checkbox"/> Current Business License # _____ <input type="checkbox"/> Insurance Certificate <u>05/12/24/13 N/A</u> <input type="checkbox"/> Contract Fully Signed
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**AMENDMENT NO. 1 to Equipment Use Agreement  
between the City of Burien and City of SeaTac**

(Burien Contract Number 3866)

The Equipment Use Agreement between the City of Burien, Washington ("Owner") and City of SeaTac, Washington ("User") for the Handheld GPS dated June 14, 2013 is hereby amended as follows:

Provision No. 2 TERM on page No. 1 is amended to extend the agreement for an additional six (6) month term, ending on June 10, 2014.

All other terms and conditions of the above referenced contract shall remain the same.

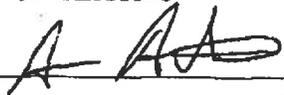
These changes shall become effective on December 10, 2013.

USER:

OWNER:

CITY OF SEATAC

CITY OF BURIEN

By: 

By: 

Title: Finance & Systems Director

Title: Maiya I Andrews

Date: 12/23/13

Date: 12-24-13

Approved as to Form:



Correspondence for  
Contract # 3866

**Lori Fleming**

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**From:** Fernando Llamas Jr  
**Sent:** Tuesday, June 10, 2014 9:18 AM  
**To:** Lori Fleming  
**Subject:** FW: GPS returned to Burien

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**From:** Fernando Llamas Jr  
**Sent:** Monday, June 09, 2014 3:59 PM  
**To:** 'Chiaki Sakuma'  
**Subject:** RE: GPS returned to Burien

Thanks Chiaki!

Confirmed we received it. Glad you guys were able get what you needed!

Fernando M. Llamas Jr  
Systems/GIS/Addressing  
City of Burien  
(206) 439-3168  
[FernandoL@burienwa.gov](mailto:FernandoL@burienwa.gov)  
<http://www.burienwa.gov>

*"I need you to go into that GIS spaceship of yours and print me a map"*  
-Dick Loman

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**From:** Chiaki Sakuma [<mailto:csakuma@ci.seatac.wa.us>]  
**Sent:** Monday, June 09, 2014 3:58 PM  
**To:** Fernando Llamas Jr  
**Subject:** GPS returned to Burien

Hi Fernando,

As we just discussed, here is my e-mail to let you know I dropped off the GPS unit at your office today.

Would you give us a confirmation that you received it?

Thanks again!

Chiaki

*Sent from my Verizon Wireless 4G LTE DROID*