

City of Burien, Washington City Hall Contract Routing Sheet

Name of Contracting Party: City of Normandy Park Vendor # _____

Project Name/Description: Equipment Use Agreement for Alzatex Timer

Contract Amount: \$ -0-

Type of Contract:

<input type="checkbox"/> Architectural/Engineering <input type="checkbox"/> From MSRC Engineering Roster <input type="checkbox"/> RFQ Process Done	<input type="checkbox"/> Construction/Public Works <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: <u>Sole Source - Emergency</u>	<input type="checkbox"/> Human Services/Arts & Culture <input checked="" type="checkbox"/> Other: Equipment Use Agreement <input type="checkbox"/> Contract Amendment to Contract No. _____
<input type="checkbox"/> Consulting/Services (Non-Engineering)		

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: Fernie 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: _____ Date: _____

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

Finance Dept. Directions/Approval: Fleming Date: 5-15-14

- 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:	
<input type="checkbox"/>	W-9 Taxpayer ID Form
<input type="checkbox"/>	Burien Business License # _____
<input type="checkbox"/>	Insurance Certificate
<input type="checkbox"/>	Bids, if applicable <input type="checkbox"/> N/A
<input checked="" type="checkbox"/>	Contract Fully Signed



EQUIPMENT USE AGREEMENT

CITY OF BURIEN, WASHINGTON
400 SW 152ND ST SUITE 300, BURIEN, WA

Title: ALZATEX TIMER USE AGREEMENT

THIS EQUIPMENT USE AGREEMENT ("Agreement") dated May 13, 2014, 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 NORMANDY PARK, 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 ALZATEX TIMER Model # DSP254B and all periphery equipment associated with the device.

2. TERM

This Agreement shall be for a term of two (2) days, commencing on the 13th day of May, 2014 ("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.

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 13th day of May, 2014.

USER:

CITY OF NORMANDY PARK

By: 

Name: Debbie Burke

Title: City Clerk

Address:

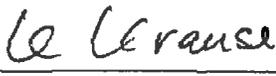
801 SW 174th Street

Normandy Park, WA 98166

Phone: (206) 248-8248

OWNER:

CITY OF BURIEN

By: 

Kim Krause
Finance Director

400 SW 152ND ST SUITE 300
Burien, WA 98166

Staff Contact: Fernando M Llamas

Staff Phone No: (206) 439-3168