



INFORMATIONAL MEMORANDUM

TO: Community Services and Safety

FROM: Eric Drever, Chief of Police

BY: Todd Rossi, Investigations Division Commander

CC: Mayor Ekberg

DATE: 29 November 2021

SUBJECT: Proposed purchase of the Axon Interview system

ISSUE

Following construction and occupation of the Justice Center, it was determined that the security (Audio/Video) monitoring system is inadequate for use as a law enforcement interview room system.

BACKGROUND

Prior to the construction and eventual occupation of the Tukwila Justice Center, the Police Department Investigations Division was notified by the vendor Case Cracker that the existing interview room system, which was purchased in 2014, was out of warranty (July 2019) and would no longer be supported for software or hardware updates. Upon receiving this information, inquiries were made regarding the replacement of the existing system in the planned Justice Center. We were advised that the planned replacement would meet the needs of the P.D. and the Investigations Division. In the weeks prior to the P.D. occupying the Justice Center, overview and familiarization training of the building systems began. During these and subsequent trainings it became apparent that the systems installed in the designated interview rooms, do not meet the needs of the Department or the Investigations Division.

The installed system is a security monitoring and recording system. The system monitors and records activity within the various rooms, hallways, and spaces within the Justice Center and portions of the building's exterior. These recordings can be accessed from seven designated terminals within the Justice Center, three of these terminals are currently located in the P.D., one in the EOC, and two in the courts wing of the building. One terminal was originally installed in the EOC Managers office but has been removed and is planned to be relocated to the P.D. front office. From these terminals, users can access A/V recordings generated by the system. Access to the recordings can be managed through the creation of user accounts for every PD employee, however this still does not address all the system needs.

Those with a system login are still able to monitor in-progress recordings which in the case of criminal or internal interviews may be highly sensitive and require managed security measures. In addition to the access issue, transfer and storage of the interviews remains problematic. Any interview conducted for the purpose of a criminal investigation must be manually downloaded from the system server via an external storage device, and then uploaded to the P.D. system for electronic evidence storage, Evidence.com an Axon Enterprise Inc. service. Much like criminal interviews, internal investigation interviews are conducted and stored in Evidence.com for internal use. Access to all files stored in Evidence.com is currently managed by predefined user roles which allows for users to further restrict access as needed.

Existing contract language allows for an unlimited number of evidentiary items created using an Axon device (Body Worn Camera, In Car Camera, or Axon application) to be stored without

additional cost. Any evidentiary item created using a non-Axon device or application is subject to the contracted storage limit of 2630GB of data. As of 29 November 2021, 1003.1GB of data is used for these items currently stored as evidence for cases. Much of this data is associated with felony cases which have an extended retention period due to court evidentiary rules, statute of limitations for unfiled cases, and public disclosure laws.

Given the current usage, and recent legislation HB 1223 and HB 1140 now mandate the following, interrogation for any felony must be audio recorded. Interrogation for any felony while in custody at a jail, Police Station, or holding cell must be audio and video recorded. For interrogation of a juvenile for any crime, an audio recording must be completed unless the interrogation is conducted inside a jail, Police Station, or a holding cell, which requires both audio and video recording. We assess that our need and usage of interview rooms and recording will increase in the coming years.

ANALYSIS

Upon identifying the need for a dedicated interview room system that would meet our needs as a Police Dept I began researching contractors in the industry. I began with the supplier of our previous and now outdated system and located three additional suppliers of interview room systems. I developed a scope of work that would meet the needs of the Dept and if possible, streamline operations as well. After contacting the four contractors I received three quotes for the project. Each of the quotes received minor changes to ensure that each statement of work matched the others as closely as possible. Quotes were received from Case Cracker, Intelligent Video Solutions, and Axon Enterprise Inc. Upon receipt of the quotes, a live demonstration via web presentation was conducted for each system. Of the three systems, all met some or most the desired specifications, only one met all the desired specifications.

FINANCIAL IMPACT

Total cost for the recommended system is approx. \$97,997.33, paid over 5 years. Costs are detailed on the attached quote dates 30 November 2021. In addition to the detailed costs an estimated \$2,000 may be needed to run additional network drops and cabling to the identified interview rooms and servers. This quote includes a 5-year service agreement including warranty and licensing as indicated. In prior discussion with Rachel Bianchi between \$25,000 and \$40,000 may be available from the Justice Center build fund. This amount would fully cover the first years cost of approx. \$33,659.81. Equal payments of \$16,584.38 are paid during years 2-5 totaling, \$66,337.52. Much like the existing contracts with Axon Enterprises these annual payments would be funded by the P.D. annual budget.

RECOMMENDATION

Based upon the evaluation of the available systems, our existing familiarity and use of the Axon Enterprise systems, I am recommending approval for the expenditure of approx. \$99,997.33 over the next five years. Approval for this project will ensure the Police Dept is up to date, following the best practices of the industry, and able to fully comply with the recently enacted legislation. I request that this item be forwarded to the 13 December 2021 Committee of the Whole meeting for review and approval.

ATTACHMENTS

1. Axon Enterprise project quote with statement of work
2. System evaluation/selection criteria
3. Draft contract



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-344591-44530-540KP
 Issued: 11/30/2021
 Quote Expiration: 12/31/2021
 EST Contract Start Date: 01/01/2022
 Account Number: 107449
 Payment Terms: N30
 Delivery Method: Fedex - Ground

SHIP TO		BILL TO	
Delivery: Invoice-6200 Southcenter Blvd 6200 Southcenter Blvd Tukwila, WA 98188-2544 USA	Tukwila Police Dept. - WA 6200 Southcenter Blvd Tukwila, WA 98188-2544 USA Email:		

SALES REPRESENTATIVE		PRIMARY CONTACT	
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	Kyle Panasewicz Phone: (206) 431-3657 Email: t.rossi@tukwilawa.gov Fax: (206) 244-6181		

Program Length	60 Months
TOTAL COST	\$92,821.90
ESTIMATED TOTAL W/ TAX	\$97,997.33

Bundle Savings	\$0.00
Additional Savings	\$0.00
TOTAL SAVINGS	\$0.00

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	TAX AMOUNT
Y1	Dec, 2021	\$2,904.31
Y2	Dec, 2022	\$567.78
Y3	Dec, 2023	\$567.78
Y4	Dec, 2024	\$567.78
Y5	Dec, 2025	\$567.78
		\$31,659.81
		\$16,584.38
		\$16,584.38
		\$16,584.38
		\$16,584.38

Quote Details

Bundle Summary			
Item	Description	QTY	Total(USD)
DynamicBundle	Dynamic Bundle	1	
DynamicBundle	Dynamic Bundle	1	
DynamicBundle	Dynamic Bundle	1	

Bundle: Dynamic Bundle Quantity: 1 Start: 1/1/2022 End: 12/31/2026 Total: 4308 USD							
Category	Item	Description	QTY	List Unit Price	Tax	Net Unit Price	Total(USD)
Other	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	2	\$595.00	\$120.19	\$595.00	\$1,190.00
Other	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$196.50	\$79.39	\$196.50	\$786.00
Other	50298	INTERVIEW - CAMERA - OVERT DOME	2	\$796.00	\$160.79	\$796.00	\$1,592.00
Sensor Unit	50114	INTERVIEW - CAMERA - COVERT SENSOR	2	\$370.00	\$74.74	\$370.00	\$740.00

Bundle: Dynamic Bundle Quantity: 1 Start: 1/1/2022 End: 12/31/2026 Total: 45989.1 USD							
Category	Item	Description	QTY	List Unit Price	Tax	Net Unit Price	Total(USD)
Other	50298	INTERVIEW - CAMERA - OVERT DOME	3	\$796.00	\$241.19	\$796.00	\$2,388.00
Other	50268	POS-X TP6 TOUCH PANEL W/4GB RAM	3	\$1,600.00	\$484.80	\$1,600.00	\$4,800.00
Other	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$196.50	\$59.54	\$196.50	\$589.50
Other	50039	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) MAINTENANCE	3	\$25.00	\$454.50	\$25.00	\$4,500.00
Other	85170	INTERVIEW ROOM, INSTALL AND SETUP	3	\$2,500.00	\$757.50	\$2,500.00	\$7,500.00
Other	50037	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) LICENSE ACCESS	3	\$1,500.00	\$454.50	\$1,500.00	\$4,500.00
Other	50448	EXT WARRANTY, INTERVIEW ROOM	3	\$21.62	\$393.04	\$21.62	\$3,891.60
Other	50045	INTERVIEW ROOM UNLIMITED EVIDENCE.COM STORAGE LICENSE	3	\$99.00	\$0.00	\$99.00	\$17,820.00

Bundle: Dynamic Bundle Quantity: 1 Start: 1/1/2022 End: 12/31/2026 Total: 42254.8 USD							
Category	Item	Description	QTY	List Unit Price	Tax	Net Unit Price	Total(USD)
Other	50294	INTERVIEW - SERVER - LITE	2	\$1,950.00	\$393.90	\$1,950.00	\$3,900.00

Other	85170	INTERVIEW ROOM, INSTALL AND SETUP	2	\$2,500.00	\$505.00	\$2,500.00	\$5,000.00
Other	50043	AXON STREAMING SERVER MAINTENANCE (PER SERVER)	2	\$29.17	\$353.54	\$29.17	\$3,500.40
Other	50041	AXON STREAMING SERVER LICENSE (PER SERVER)	2	\$1,750.00	\$353.50	\$1,750.00	\$3,500.00
Other	50448	EXT WARRANTY, INTERVIEW ROOM	2	\$21.62	\$262.04	\$21.62	\$2,594.40
Other	50045	INTERVIEW ROOM UNLIMITED EVIDENCE.COM STORAGE LICENSE	4	\$99.00	\$0.00	\$99.00	\$23,760.00

INDIVIDUAL ITEMS							
Category	Item	Description	QTY	List Price	Tax	Net Price	Total(USD)
Other	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	2	\$135.00	\$27.27	\$135.00	\$270.00
						Total:	\$270.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/30/2021

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Interview Recording Platform

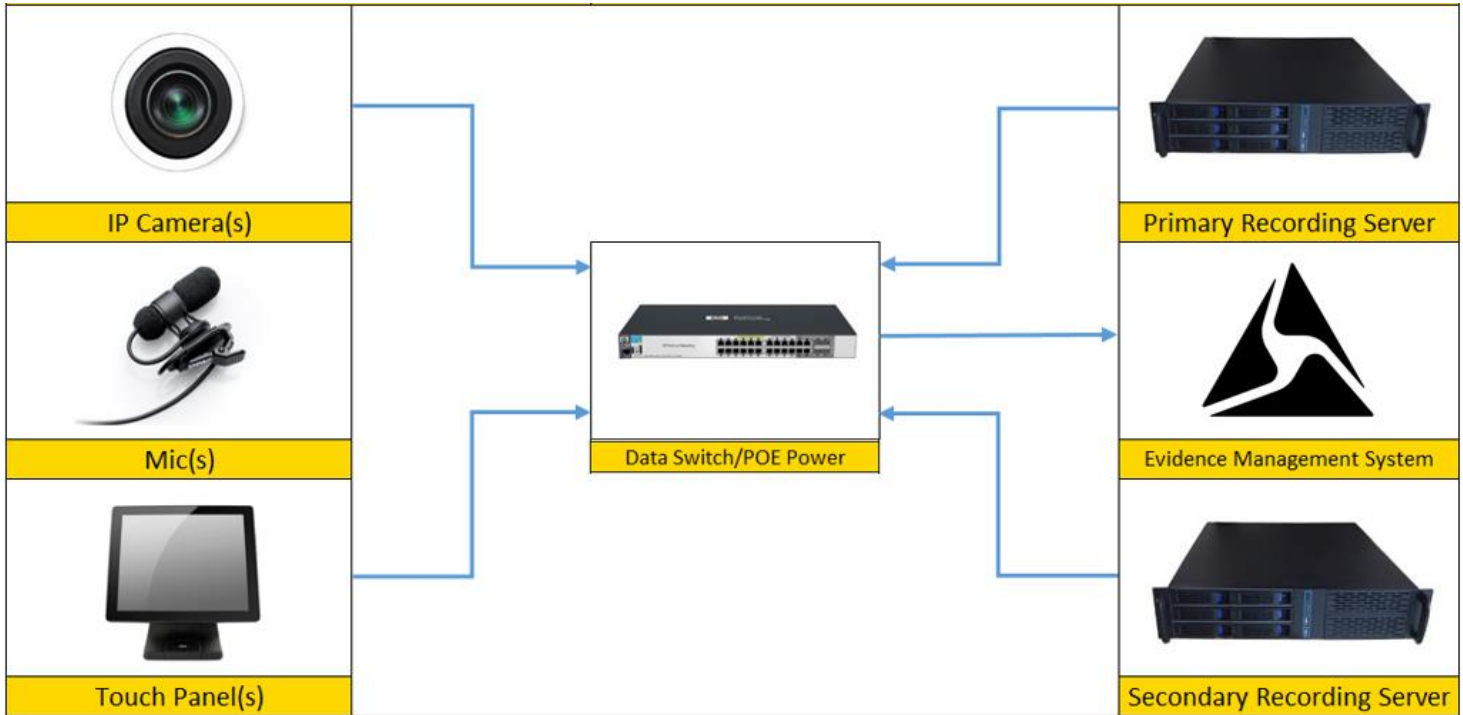
This document details a proposed system design

Agency Created For: Tukwila Police Dept. - WA

Sold By:	Kyle Panasewicz
Designed By:	Jake Borro
Installed By:	Axon Professional Services
Customer Contact:	Todd Rossi
Target Install Date:	01/01/2021

AXON INTERVIEW RECORDING PLATFORM

This image is intended to be a general visual of how Interview Room is configured. Please read through the SOW for configuration specific to this deal.



AXON-PROVIDED HARDWARE SUMMARY

The following section offers a broad summary of the Axon-provided hardware needed to configure this order. With the exception of server quantities, QUANTITIES DO NOT REFLECT CUSTOMER-PROVIDED ITEMS.

Total Camera Configurations		<u>Locations</u>	<u># Rooms</u>
7	Camera(s)	HQ	5
2	Covert Enclosure(s)		
7	Microphone(s)		
	Injector(s)		
Total Switches			
1	POE Switch(es)		
Total Servers			
2	Server(s)		
Total Touch Panels			
3	Touch Panel(s)		
0	Wall Mount(s)		
Total Camera Configurations			
0	I/O Box(es)		

INTERVIEW ROOM OVERVIEW

The following sections detail the configuration of the Axon Interview recording system at all locations.

Network Considerations

Network Requirements	Each IP Camera will be connected to a POE switch that provides the device with power and network connectivity.		
	Each Recording Server must be given a static IPv4 network address that is routable across the network.		
	Each IP Camera must be given a static IPv4 network address that is routable across the network.		
	Each touch panel/kiosk must be given a static IPv4 network address that is routable across the network.		
Network Addressing	Network Device	Static IPs	Total IPs
	Qty of IP Cameras	7	12
	Qty of Touch Panels	3	
	Qty of Recording Servers	2	
Data Switch Provisioning	This install will require POE data switches at each location.		
Customer Provided Items	Customer to provide all device IP addresses Customer to also provide: <ul style="list-style-type: none"> • Subnet Mask • Gateway IP • DNS/WINS IP • Time Server IP 		
	Customer IT staff will configure all switches with proper network configuration.		

Metadata Tags

Metadata Tagging	The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number).
Metadata Tags	Information collected prior to recording: <ul style="list-style-type: none"> • Interviewee first and last name • Case number • Case type • Interviewee type Information collected post recording: <ul style="list-style-type: none"> • Interviewer name(s)
Customer Provided Items	Customer to provide preferred metadata fields.
Axon Provided Items	Axon to facilitate the creation of metadata fields.

NETWORK CONFIGURATION DETAILS

The following section offers a broad summary of the Axon-provided hardware needed to configure this order.

Network Configuration Details

Evidence Management System	Evidence.com
Application Features	Network Applications: <ul style="list-style-type: none">• Remote monitoring application Evidence.com Application Features: <ul style="list-style-type: none">• Secure Cloud Storage• Redaction• Download/Sharing• Audit Trail• Reporting

Training

Application Package	This solution will include on-site application training covering: <ul style="list-style-type: none">• Touch panel overview• Initiating interview wizard• Entering metadata• Controlling the interview process• Closing an interview• Evidence.com functionality
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Additional General Deal Notes

Notes	
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LOCATION DETAILS: HQ

The following sections detail the configuration of the Axon Interview recording system at HQ

Location Name	HQ
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Cable Considerations

Cabling Runs	Axon Professional Services will install the networking cables using a Cat6e Cable.	
	13	cable runs are required for this installation.
	8	110v power outlets are required for this installation (Customer Responsibility).
Cabling Requirements	<p>All Devices: Network cabling must be provided for the following devices:</p> <ul style="list-style-type: none"> • Axis IP Camera • Server • Touch Panel • POE Switch 	

Servers, Switches, Touch Panels

Servers	Axon Interview Lite Server	Quantity:	1
	Axon Interview Lite Server		1
Redundancy	This system includes recording redundancy		
Data Switch/POE Power	Customer will provide data switch	Quantity:	1
Touch Panels	3 Touch Panels		
Touch Panel Location	1 in Soft Room area, 1 in Hard Room area, 1 in Internal Soft Room area		
Number of I/O Boxes Required	0		

Additional Location Notes

Notes	Tukwila PD will provide the POE switches required to power the Interview Room cameras.
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ROOM DETAILS: Hard Interview Room 1

The following sections detail the configurations specific to HARD INTERVIEW ROOM 1

Location Name	HQ
Room Name	Hard Interview Room 1

Camera Configuration

Camera 1	Camera 1 will be a(n) : Axis P3245-LV Overt Dome Camera Mic: Louroe Tamper Proof Mic
Camera 2	Camera 2 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Motion Sensor Enclosure Mic: Louroe Tamper Proof Mic
Recording Activation	Recording will be triggered via IR Client
External Recording-In-Progress Visual	N/A
Wall Configuration	Cinder Block
Ceiling Configuration	Cinder Block

Additional Location Notes

Notes	
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ROOM DETAILS: Hard Interview Room 2

The following sections detail the configurations specific to HARD INTERVIEW ROOM 2

Location Name	HQ
Room Name	Hard Interview Room 2

Camera Configuration

Camera 1	Camera 1 will be a(n) : Axis P3245-LV Overt Dome Camera Mic: Louroe Tamper Proof Mic
Camera 2	Camera 2 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Motion Sensor Enclosure Mic: Louroe Tamper Proof Mic
Recording Activation	Recording will be triggered via IR Client
External Recording-In-Progress Visual	N/A
Wall Configuration	Cinder Block
Ceiling Configuration	Cinder Block

Additional Location Notes

Notes	
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ROOM DETAILS: Soft Interview Room 1

The following sections detail the configurations specific to SOFT INTERVIEW ROOM 1

Location Name	HQ
Room Name	Soft Interview Room 1

Camera Configuration

Camera 1	Camera 1 will be a(n) : Axis P3245-LV Overt Dome Camera Mic: Louroe Tamper Proof Mic
Recording Activation	Recording will be triggered via IR Client
External Recording-In-Progress Visual	N/A
Wall Configuration	Drywall with Soundproofing
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	
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ROOM DETAILS: Soft Interview Room 2

The following sections detail the configurations specific to SOFT INTERVIEW ROOM 2

Location Name	HQ
Room Name	Soft Interview Room 2

Camera Configuration

Camera 1	Camera 1 will be a(n) : Axis P3245-LV Overt Dome Camera Mic: Louroe Tamper Proof Mic
Recording Activation	Recording will be triggered via IR Client
External Recording-In-Progress Visual	N/A
Wall Configuration	Drywall with Soundproofing
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	
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ROOM DETAILS: Soft Interview Room 3

The following sections detail the configurations specific to SOFT INTERVIEW ROOM 3

Location Name	HQ
Room Name	Soft Interview Room 3

Camera Configuration

Camera 1	Camera 1 will be a(n) : Axis P3245-LV Overt Dome Camera Mic: Louroe Tamper Proof Mic
Recording Activation	Recording will be triggered via IR Client
External Recording-In-Progress Visual	N/A
Wall Configuration	Drywall with Soundproofing
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	
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Axon International, Inc's Sales Terms and Conditions for Direct Sales to End User Purchasers

This Statement of Work is bound to the applicable signed quote. Upon confirmation of the installation dates, to be confirmed in writing, the agency will give no less than a 2-week advanced notice of cancellation or change from the date of the scheduled installation. In the event the Agency cancels 2 weeks or less from the date of the scheduled installation, the agency will be responsible for all travel booked, and resource costs associated with the cancelled installation. Rescheduling of the installation will be at the discretion of Axon Professional Services based on available dates within the installation schedule calendar.

Changes to the scope of this SOW must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (Or write N/A): _____

Please sign and email to Kyle Panasewicz at kylep@axon.com or fax to (480) 905-2071

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

Interview System

Selection & Evaluation

1. Monitor / Record multiple rooms audio and video
 - a. All rooms all audio and video (most preferred)
 - b. 2+ rooms all audio and video (less preferred)
 - c. 2 rooms all audio and video (least preferred)
 - d. 1 room all audio and video (mandatory minimum)

2. File transfer to Evidence.com
 - a. Direct is preferred (most preferred)
 - b. By network Tx, wireless or direct (less preferred)
 - c. External storage device (least preferred)

3. System operation:
 - a. In room / room entry (mandatory)
 - b. Remote operation (preferred)

4. Remote observation
 - a. Monitor on-site at the Justice Center (mandatory)
 - b. Remotely monitor off site (preferred)

5. Secure access
 - a. Profile managed access (mandatory)
 - b. Access audit trail (mandatory)
 - c. Ability to share access (mandatory)

6. User download of files / transfer
 - a. Operator / user (most preferred)
 - b. Records personnel (least preferred)

7. Multiple cameras in room
 - a. Hard interview rooms (mandatory)
 - b. Soft interview rooms (preferred)

8. System familiarity / integration
 - a. Current user experience (most preferred)
 - b. Prior user experience (less preferred)
 - c. No user experience (least preferred)



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and Axon Enterprise Inc, hereinafter referred to as "the Contractor," whose principal office is located at 17800 N. 85th St. Scottsdale, AZ 85255.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$97,997.33 at a rate of N/A.
- Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing XX January, 2022, and ending XX December, 2026, unless sooner terminated under the provisions hereinafter specified.
- Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
- Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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

7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. **Record Keeping and Reporting.**

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. **Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. **Entire Agreement: Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law: Venue: Attorney’s Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney’s fees and costs of suit.

DATED this _____ day of _____, 20__.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

By: _____

Printed Name and Title: _____

ATTEST/AUTHENTICATED:

Address: _____

City Clerk, Christy O’Flaherty

APPROVED AS TO FORM:

Office of the City Attorney