

CONTRACTOR: CORT BUSINESS SERVICES CORPORATION  
D/B/A CORT PARTY RENTAL

CONTACT PERSON: FELIX FELIPA

ADDRESS: 6101 ASSOCIATED BLVD. STE. 102  
EVERETT, WA 98203

TELEPHONE/EMAIL: 206.930.7632 / Felix.felipa@cort.com

UBI NO.: 601-665-193

COUNTY DEPT: DEPARTMENT OF CONSERVATION & NATURAL  
RESOURCES – EVERGREEN STATE FAIR

DEPT. CONTACT PERSON: BRENDA GRANSTROM, OPERATIONS ASST.

TELEPHONE/EMAIL: (360) 805-6707 / Brenda.Granstrom@snoco.org

PROJECT: CANOPY, DECORATOR, DISPLAY BOOTH  
RENTALS & SUPPORT SERVICES

CONTRACT DURATION: Five (5) Years (2021 – 2025)

AMOUNT/FUND CODE: Not to Exceed \$ 30,000.00 (2021)  
DAC: 002-5095484959  
Job Cost Code: FGZ-EV-300-4959

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington ("County") and CORT Business Services Corporation d/b/a CORT Party Rental, a foreign for-profit corporation registered to do business in the State of Washington (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide Canopy, Decorator, Display Booth Rentals and Support Services for the Snohomish County Evergreen State Fairgrounds in Monroe WA. The scope of services is as defined in Schedules A and B attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 010-21DW.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. The term of this Agreement shall be for a period of five (5) years, commencing upon execution of this Agreement, and continuing through December 31, 2025,

unless terminated as provided in paragraphs 17, 18 and 19; PROVIDED, HOWEVER, that the County's obligations after December 31, 2021 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law and mutual acceptance of both parties to extend.

3. Compensation.

a. Services. Contractor shall submit to the County an itemized invoice to include product, location, number of items, services, and cost within ten (10) days of event completion for the County's review. Once invoice is approved by the County, payment shall be within thirty (30) calendar days after receipt of final approved invoice.

Notwithstanding the foregoing, in the event the County determines that it desires additional services or other changes within the scope of this Agreement, the parties may negotiate such changes including the amount of compensation to be paid for the additional work. Upon mutual agreement of the parties, the parties shall execute an amendment to this Agreement for the additional work, compensation and other changes for the corresponding year.

b. Overhead and Expenses. The Contractor's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. Contractor shall submit properly certified invoices to Snohomish County. The invoice(s) shall contain the following information: The purchase order/RFP number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. The County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by the County, the invoice may be rejected and returned to the Contractor for a correction.

d. Payment. The County's preferred method of payment under this Agreement is electronic using the County's "e-Payable" system with Bank of America. Contractor is highly encouraged to take advantage of the electronic payment method. Contractor must enroll with the County Finance Accounts Payable group to utilize this system. In alternative, if the Contractor does not enroll in the e-Payable payment method, contract payments will be processed by issuance of paper checks, or, if available, an alternative electronic method. Alternative payment methods, other than e-Payable, will be processed not more than 30 days from receipt of department approved invoices to County Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS AGREEMENT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the invoice. No advance payment shall be made for goods or services furnished by Contractor pursuant to this Agreement

e. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$30,000 for 2021 (excluding subsequent years and extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Brenda Granstrom  
Title: Operations Assistant  
Department: Department of Conservation & Natural Resources – Evergreen State Fair  
Telephone: (360) 805-6707  
Email: Brenda.granstrom@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County the Contractor shall indemnify and hold harmless the County, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense

of the County its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County under any industrial insurance act including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form.

By requiring the minimum insurance coverage set forth in this Section, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000.00 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000.00 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000.00

d. Other Insurance Provisions and Requirements. The insurance coverage's required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) Snohomish County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects to Snohomish County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.

13. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

14. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or 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 as provided in Washington's Law against Discrimination, Chapter 4.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, epidemic, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. **Suspension of Work.** The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Item 21 of this Agreement.

21. **Non-Waiver of Breach; Termination.**

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within ten (10) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon thirty (30) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. **Notices.** All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Evergreen State Fair  
14405 179<sup>th</sup> Ave SE, Monroe, Washington 98272  
Attention: Tom Teigen  
Parks, Recreation & Tourism Director

and to: Snohomish County Purchasing Division  
3000 Rockefeller Avenue, M/S 507  
Everett, Washington 98201  
Attention: Bramby Tollen, Purchasing Manager

If to the Contractor: CORT Business Services Corporation d/b/a CORT Party Rentals  
Felix Felipa  
6101 Associated Blvd. Ste. 102  
Everett, WA 98203



The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. **Confidentiality.** The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. **Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. **Interpretation.** This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. **Complete Agreement.** The Contractor was selected through the County's RFP process. The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP shall govern.

27. **Conflicts between Attachments and Text.** Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.


32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

FOR SNOHOMISH COUNTY:

FOR CONTRACTOR

Lacey Harper Digitally signed by Lacey Harper  
Date: 2021.07.29 15:46:10 -07'00'

 PHIL HEIDT

County Executive or Designee  
Date: \_\_\_\_\_

Date: 9/17/2021

Approved as to insurance  
And indemnification provisions:

Approved as to form only:

Sheila Digitally signed by  
Sheila Barker  
Date: 2021.07.21  
07:15:32 -07'00'  
Dist. Management  
Barker  
Date: \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel to the Contractor  
Date \_\_\_\_\_

Approved as to form only:

Rebecca J. Guadamud  
\_\_\_\_\_  
Deputy Prosecuting Attorney  
Date: 05-17-2021

<b>COUNCIL USE ONLY</b>	
Approved	<u>7/28/2021</u>
ECAF #	<u>2021-0522</u>
MOT/ORD	<u>Motion 21-256</u>

**Schedule A**  
**Scope of Services**

Contractor shall be responsible for providing those Canopy, Decorator, Display Booth Rentals and Support Services as outlined within the RFP No. 010-21DW, Agreement and Attachments. The intent of the specifications is to describe the minimum acceptable performance standards for equipment and services. It is important that all equipment be in good repair and clean condition.

- a. Dates, Equipment and Services under this Schedule are specific to the annual Fair.
- b. The County reserves the right to adjust the quantity and items as necessary for each year's Fair with adequate notice given to Contractor.
- c. Scheduling, equipment, and services for other events or activities that may be produced by the Fairgrounds will be arranged when needed. These costs will fall under the unit rates and be in addition to items outlined in the RFP Submittals.
- d. Contractor's on-site personnel must adhere to current Covid-19 health & safety guidelines.

**1. Physical Location for Services.**

Evergreen State Fairgrounds (Fair)  
14405 – 179<sup>th</sup> Ave SE  
Monroe, WA 98272

**2. Dates of Performance.**

Five (5) years beginning with the 2021 Fair. Contract expires December 31, 2025. The following dates represent the scheduled annual Fair dates for the years 2021 through 2025:

2021 – August 26 – September 6	2024 – August 22 – September 2
2022 – August 25 – September 5	2025 – August 21 – September 1
2023 – August 24 – September 4	

**3. Equipment to be Rented.**

<b>DISPLAY BOOTHS (PIPE &amp; DRAPERY)</b>
<p>All display booth drapery, bunting and other decorating materials shall be clean, same lengths, not faded, no holes, no stains, no unmended seams, and of fire retardant cotton/polyester blend drapery fabric. Upon request, Contractor shall furnish a Fire Retardant Treatment Certificate to Snohomish County.</p>
<p>1. Drapery colors – Specific drapery colors are outlined below. Other colors may be substituted as approved by County.</p> <ul style="list-style-type: none"><li>a) Colors – Gary D. Weikel Event Center color scheme is Blue/White/Blue;</li><li>b) Grandstand color scheme is Red/White/Red for two-thirds of the building, and Ivory or White for one-third of the building.</li></ul>
<p>2. Pipes must be adjustable to accommodate actual building and space layouts:</p> <ul style="list-style-type: none"><li>a) Grandstand – Individual booth spaces are 9' wide by 10' deep.</li><li>b) Some spaces in Grandstand have 6' high backwalls,</li><li>c) Grandstand - Additional poles may be needed to work drapery around the electrical panel and building support beams.</li><li>d) Gary D. Weikel Event Center – Individual booth spaces are 10' wide x 10' deep.</li></ul>

- e) Weights to secure pipe bases shall consist of 'flat metal weights' to allow for stability during windy conditions when building doors are open; as well as creating less of a trip hazard (cement blocks are not acceptable). County may consider alternate leg-weight systems.

3. Booths may include any combination of the following:

- 8 ft high backwall drapes
- 3 ft high sidewall drape dividers

4. Below quantities are estimated numbers – actual numbers along with items, layout diagrams and color choices will be submitted to Contractor no later than August 1<sup>st</sup>.

5. Quantities change annually. Unit price to include poles. Fairgrounds is open to alternate color options.

Item	Estimated Qty	Colors	Description	Unit Price	Extended Price
1.	47	Red/White/Red	10' long x 3' high adjustable side walls	\$ 27.00	\$ 1,269.00
2.	60	Red/White/Red	10' long x 8' high adjustable back walls	\$ 27.00	\$ 1,620.00
3.	26	White or Ivory	10' long x 8' high adjustable backwalls	\$ 27.00	\$ 702.00
4.	14	White or Ivory	10' long x 3' high adjustable side walls	\$ 27.00	\$ 378.00
5.	90	Blue/White/Blue	10' long x 8' high adjustable back walls	\$ 27.00	\$ 2,430.00
6.	50	Blue/White/Blue	10' long x 3' high adjustable side walls	\$ 27.00	\$ 1,350.00

### CANOPIES

This section covers canopies rented by the County, and not those already owned by the County. Canopy rentals may be made available to Fair vendors who must order and pay for separately.

1. All canopies shall be clean with no stains, no tears, no holes and no unmended seams. Canopies should have been cleaned prior to on-site placement.
2. Material: Minimum sixteen ounces per square yard materials weight, vinyl coated/laminated polyester fabric or an equal water-resistant base fabric blend. All seams and stress points must be reinforced. Canopy tops must be welded at the seams. Canopies to be of solid design fabric with detachable sidewalls when required (example, matching, solid white walls acceptable, some canopies require window walls and some canopies require sliding walls). Canopies shall be waterproof and fire retardant as per International Fire Code. Certificate must be available if requested by the Snohomish County Fire Marshal's Office.
3. Guttering: When more than one canopy is used to form a larger canopy, all adjoining tops and sides must be guttered according to industry standards.
4. Staking: All canopies shall be staked and secured to each post. Stakes and guidewires shall be situated where they do not pose a trip hazard to pedestrians. Staking is permitted but locations must be approved first by County to prevent damages to underground sprinkler systems. Paved areas - Contractor shall repair holes immediately upon removal of canopies. Cement blocks shall not be used as weights.
5. Wind Load – All canopies shall withstand winds up to 70 miles per hour.
6. Peaks of canopies to meet or exceed the following heights or standard norm:
  - a. 10' x 10' canopy (peak 10' high)
  - b. 20' x 10' canopy (peak 12' high)
  - c. 20' x 20' canopy (peak 12' high)

d. 30' x 40' canopy (peak 13' high)

7. Canopy Variances – some canopies may require:

- a. Longer or adjustable legs.
- b. Solid and/or Window Walls.
- c. Sliding walls.

8. Estimated numbers – actual numbers along with items, layout diagrams and color choices will be submitted to Contractor no later than August 1<sup>st</sup>.

9. Quantities change annually.

Item #	Estimated Qty	Description	Unit Price	Extended Price
1.	1	10' x 10' canopy	\$ 130.00	\$ 130.00
2.	3	10' x 15' canopy	\$ 187.50	\$ 562.50
3.	3	20' x 20' canopy	\$ 320.00	\$ 960.00
4.	2	20' x 30' canopy	\$ 480.00	\$ 960.00
5.	2	20' x 40' canopy	\$ 640.00	\$ 1,280.00
6.	2	30' x 40' canopy	\$ 984.00	\$ 1,968.00
7.	1	30' x 60' canopy	\$ 1,530.00	\$ 1,530.00
8.	1	30' x 90' canopy	\$ 2,295.00	\$ 2,295.00
9.	TBD	10' high legs	\$ 8.00	\$ 8.00
10.	TBD	15' high legs	\$ 25.00	\$ 25.00
11.	490 ft	Solid Sidewalls (8' high)	\$ 22.00	\$ 1,078.00
12.	70 ft	Window Walls (8' high)	\$ 27.50	\$ 192.50
13.	2 banks	500 watt Quartz Lights	\$ 97.50	\$ 195.00
14.	70 ft	Airplane Cabling for sliding walls	\$ 16.00	\$ 112.00

Additional Unit Prices (If Requested)

1.	10' x 20' Canopy	\$ 200.00
2.	10' x 30' Canopy	\$ 300.00
3.	15' x 15' Canopy	\$ 195.00

4.	30' x 30' Canopy	\$ 738.00
5.	30' x 50' Canopy	\$ 1,275.00
6.	20' x 50' Canopy	\$ 850.00

#### DECORATIONS (FLAGS)



1. Flags, pull downs and fans shall be of cotton fabric (or fabric pre-approved by the Fair, e.g., nylon, polyester) in the colors of red, white and blue (with or without stars are acceptable).
2. Any flag or pull-down displaying stars and stripes, the union (stars) should be uppermost and to the flag's own right, that is, to the observer's left.

3. Flags shall be in first class condition, without any holes, not faded, edges not frayed and shall be cleaned immediately prior to placement.
4. All must be sewn and have grommets.
5. All fans and pull down shall be secured at the top and bottom to allow for stability during windy conditions and other adverse weather conditions.

(minimum numbers – no reverse or upside down US flag prints allowed – Fair reserves the right to view these products)

Item #	Estimated Qty	Description	Unit Price	Extended Price
1.	132	3' x 6' Full Fans	\$ 26.00	\$ 3,432.00
2.	14	4' x 8' Full Fans	\$ 32.00	\$ 448.00
3.	44	5' x 10' Full Fans	\$ 42.00	\$ 1,848.00
4.	6	6' x 12' Full Fans	\$ 62.00	\$ 372.00
5.	6	9' x 18' Full Fans	\$ 82.00	\$ 492.00
6.	26	4' x 4' Half Fans	\$ 22.00	\$ 572.00
7.	54	2' x 3' Utility Fans	\$ 22.00	\$ 1,188.00
8.	10	3' x 5' Utility Fans	\$ 26.00	\$ 260.00
9.	27	22" x 12' Pull Downs	\$ 42.00	\$ 1,134.00

4. **Scheduling.**

- a) **CANOPIES.** Contractor will set up canopies. Set up of canopies may begin two weeks prior to the opening of the annual Fair; with completion no later than the Tuesday prior to the start of the Fair.

**EXCEPTION: Grandstand Entertainment Area:**

- 1) Canopies to be set up on the first Sunday of the Fair beginning at 9:00 p.m. and completed by 6:00 a.m. the first Monday of the Fair.

-Stage Wing Canopy requires 2 - 10' leg extensions.

- 2) Contractor will remove Grandstand Entertainment Area canopies, including repairs of stake holes, by 11:00 p.m. the second Friday night of the Fair; or as otherwise scheduled by the County's Fair Operations staff. Contractor will check with the County's Stage Manager at 10:00 p.m. regarding exact removal schedule.

- b) **FLAGS.** Contractor will install flags. Flags may be installed within two weeks prior to the opening of the Fair, but no later than the Monday prior to the start of the Fair.

c) **PIPE & DRAPERY.**

**Set Up** – Contractor will set up pipe/drapery. Pipe/drapery in the buildings must be in place no later than 12:00 Noon on Tuesday prior to the opening of the Fair.

- Gary D. Weikel Event Center may be set up any time within the 8 days prior to the Tuesday before Fair.
- Grandstand is not available for pipe/drapery set up until Monday before the Fair.

**Removal** – Contractor will remove pipe/drapery at the end of the Fair. Pipe/drapery may be removed

Tuesday and Wednesday following the close of the Fair.

5. **Service Requirements.** During the annual Fair, Contractor shall provide emergency repair and maintenance personnel on a 24-hour on-call basis, with response time of two (2) hours between 9am – 5pm.

Contractor shall provide the County with service telephone numbers to on-call service personnel. Contractor shall also provide additional supplies and labor upon request during the annual Fair, responding within four (4) hours between 9am and 5pm, including weekends and Labor Day during this period.

6. **Related Items.** Upon County request and amendment to this Agreement, Contractor agrees to provide related products using the same pricing structure as the items covered in the RFP Submittals. Pricing percent discount used to calculate the unit price shall be used to calculate the unit prices of related items added to the contract.

7. **Other Rentals to Vendors.** Contractor may provide equipment rentals to Commercial Exhibitors and Concessionaires (aka Vendors) who participate in the annual Fair, but Contractor has no exclusive right to equipment rental services to Commercial Exhibitors and Concessionaires.

Contractor may prepare and email "Commercial Vendor Packets" to contracted Commercial Exhibitors and Concessionaires. Packet should include a listing of rental equipment with prices, an order form citing all terms, conditions and acceptable payment methods. County will provide email list for Contractor's use.

Rental inventory available to Vendors may include chairs, tables, display counters, carpeting (indoor/outdoor) and lighting. All rental equipment shall be in clean and in good repair. Electrical services shall not exceed 20-amp service. Anything higher will need to be cleared through County. Any permits required by the L & I Electrical Inspector for higher electrical services will be the Contractor's financial responsibility.

Contractor shall be available on-site to provide for Vendor needs through show opening. County is not in any way financially responsible for equipment Contractor rents to Vendors.

If requested by County, Contractor shall provide County a summary report of all sales and rentals to Vendors within ten (10) days from notification.

**Schedule B**  
**Compensation**

**1. Agreement Maximum.**

Total charges under this Agreement shall not exceed \$ 30,000.00 (for 2021) which includes labor, materials, equipment, delivery charges, installation, repair, replacement if necessary, mileage/travel time, removal of the items installed, and all related permits and taxes. No other claims for reimbursement will be allowed under this contract, unless authorized by the County. The County shall not be obligated to purchase any items contained in the Agreement.

Costs for other events produced by the Fairgrounds will fall under the unit rates outlined on the Contractor's Submittal to RFP and be in addition to the item numbers noted on the RFP Submittals.

**2. Pricing and Taxes.**

Prices shall include everything necessary for the execution and completion of the Agreement including all labor, materials, and equipment to provide, transport, set up, install, repair, replace and remove canopies, exhibit booths, and flags.

Prices shall include all freight charges, if applicable, FOB to designated delivery point.

Taxes: County shall pay any Washington State sales/use taxes applicable to the Agreement price or tender an appropriate amount to the Contractor for payment to Washington State.

The County is exempt from Federal excise taxes. When requested, an exemption certificate will be furnished.

**3. Quantities** – listed in Schedule C are estimates for the annual Fair only. Quantities and items change annually. Quantities for other Fairgrounds produced events will be handled separately with Unit Pricing still in effect for these events.

**4. Replacement** – County shall not be subjected to additional fees or service charges if Contractor fails to bring out the correct number or type of equipment originally ordered.

**5. Missing or Damaged Inventory** – County shall not be responsible for any missing or damaged inventory unless equipment had been previously inventoried (during set up and removal) by Contractor and County jointly.

**6. Price Revisions.** Prices shall remain firm for the duration of the Agreement. Contractor may request price changes, and shall supply documentation satisfactory to County such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Bellevue-Everett area, or a manufacturer's published notification of price changes(s). Reasonable price changes based on market conditions and price/cost analysis may be approved by County. County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of County. Requests for any such change are to be made in writing to the Buyer in the Purchasing Division office. A written change order issued by the County will institute the price adjustment, provide the new prices and establish the effective date for the new prices. The Contractor shall endeavor to give Snohomish County Purchasing Division thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the Agreement if the price increase request is not approved. All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the Agreement price(s) to Snohomish County retroactive to the effective date of the price reduction.