

FACILITY RESERVATION/USE AGREEMENT

Skagit County, through the Department of Public Health (hereinafter referred to as County) and Burlington LLC, DBA Burlington Inn (hereinafter referred to as "Hotelier" or "Contractor"), for and in consideration of the mutual benefits do hereby agree as follows:

1. Hotelier will provide the following service/products at such time and in such manner as described in "**Exhibit A**".
2. County will compensate Hotelier according to "**Exhibit B**," chargeable to GL expenditure code(s) #165-59604054510, and others as may be necessary.
3. The Parties agree that Hotelier is an independent contractor, and not an employee nor agent of Skagit County. Hotelier hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that Hotelier is an employee of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Hotelier as an independent contractor. Hotelier will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further Hotelier represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.
4. **Defense & Indemnity Agreement:**
Hotelier agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Hotelier, its subcontractors, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. Hotelier's insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Hotelier's insurance and shall not contribute to it. The Parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

Hotelier's initials acknowledging indemnity terms: MM

5. **Term:**
This Contract shall commence on April 1, 2020 and shall continue until May 31, 2020. The term of this Agreement may be extended by mutual agreement in made in writing, but in no

event shall the contract continue for more than one year from date of execution.

6. The Hotelier shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

7. Hotelier will secure, at his own expense, all personnel required in performing said services as described in Exhibit A, Scope of Work. Hotelier shall be personally liable for applicable payroll, labor and industries premiums and all applicable taxes and shall hold County harmless therefrom.

8. Hotelier shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 to cover Hotelier's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. A certificate of insurance naming the County, its elected officials, and employees as additional insured's and naming the County as a certificate holder shall accompany this Contract for signing. Thirty (30) days' written notice to the County of cancellation of the insurance policy is required. No contract shall form until and unless a copy of the certificate of insurance, in the amount required, is attached hereto as set forth in "Exhibit C". Hotelier's insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Hotelier's insurance and shall not contribute to it. At the request of Hotelier, County will provide Hotelier proof of insurance.

9. Regulations and Requirement:

This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington and to any other provisions set forth herein or in the attached exhibits.

10. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

11. Industrial Insurance Waiver:

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

12. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the law of the State of Washington.

13. Withholding Payment:

In the event the Contractor has failed to perform any obligation to be performed by the Contractor under this Agreement within the time set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

14. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Skagit County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

15. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Skagit County Commissioners, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

16. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

17. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

18. Survival:

The provisions of paragraphs 3, 4, 8, 10, 11, 12, 13, 15, 16, 17, 18, 19 and 20, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

DATED this 30 day of March, 2020.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Amber Eng
Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

Jennifer Johnson
Department Head

County Administrator

Approved as to form:

M. R. Lee 3/27/2020
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Paul A. ...
Risk Manager

Approved as to budget:

...
Budget & Finance Director

EXHIBIT "A"

SCOPE OF SERVICES

Hotelier Responsibilities

1. Hotelier shall reserve exclusive use of the Burlington Inn, located at 866 Burlington Boulevard, Burlington WA, and all rooms with the exception of the managers unit for use by guests referred by the County for the from April 1, 2020 through May 2020. The Parties shall retain the right to extend its reservation of exclusive use of the Burlington Motel 6 as specified in paragraph 5 of this Agreement. Hotelier shall ensure that all units are stocked, clean and ready for occupancy of guests on April 1, 2020.
2. Hotelier shall provide keys to all rooms, office, storage, laundry room and any and all areas of facility to County.
3. Hotelier will provide use of three sets of towels per unit.
4. Hotelier will provide use of two sets of bed linens per unit.
5. Hotelier will provide stock of toilet paper, tissues, garbage bags, and soap for units as needed.
6. Hotelier shall allow service animals and small dogs in designated units.
7. Hotelier will allow County to provide onsite security services as deemed necessary by County.
8. Hotelier will allow the County or sub-contractor to use on-site laundry facility.

County Responsibilities

1. County shall contract with experienced third party businesses to provide laundry service. Additionally, County shall contract with a third party for all room cleaning and sanitation of each occupied unit in between guests and at the end of the exclusive reservation period. Cleaning shall include the following:
 - a. Sanitizing rooms and office
 - b. shampooing the carpet
 - c. Wiping down everything including the walls
 - d. cleaning the drapes
 - e. Mopping floors.
 - f. Washing linens, sheets, duvets, covers
2. County shall be responsible for guest registration and check out.
3. County shall be the sole source of referral for occupancy of units and management of move out dates.
4. County will be responsible for removal of garbage from rooms and placing it in dumpster.
5. County agrees to deliver rooms in their original state at the end of the reservation period.
6. County is responsible for any damages or missing items during the reservation period, based upon the attached schedule of costs detailed in the attached Exhibit D, "Schedule of Costs." The Parties stipulate the value of the entire premises at 866 Burlington Blvd, Burlington, WA is 2.8 million dollars.

EXHIBIT "B"

COMPENSATION

Hotelier shall be compensated a maximum of \$300,000.00 for use of the Burlington Motel 6 as outlined below:

1. County will provide a \$10,000.00 security deposit after contract execution and upon receipt of an invoice. Hotelier will refund balance of security deposit within two weeks of termination of contract.
2. County will provide advance reimbursement a maximum of every two weeks.
3. County will reimburse Hotelier in the amount of \$75,000 per month for the months of April and May of 2020 for the exclusive use of the Burlington Motel 6 for County authorized guests as further described in the Agreement.
4. County will reimburse an additional \$2500.00 per day, for additional days as mutually agreed upon in writing by both parties after May of 2020.
5. Damages or missing items shall be reimbursed by County according to Exhibit "D", Schedule of Costs
6. County will reimburse the Hotelier for an additional seven days upon vacating the property at end of contract term.
7. Reimbursement Procedures
 - a. Hotelier shall submit Invoices, which may be emailed or hand delivered to: Skagit County Public Health, 700 S. 2nd Street, Suite 301, Mount Vernon, WA 98273 or sarahh@co.skagit.wa.us
 - b. All invoices must include the Contract Number and GL Code(s) as indicated on Page 1 of this Agreement.
 - c. All invoice corrections must be submitted no later than sixty (60) days after the last day of the month in which those operating expenses occurred, except at the end of the fiscal year, when all invoices and corrections must be submitted by the fifth (5th) working day of the month following the end of the fiscal year.
 - d. The County agrees to make payment for eligible expenses as approved by the Auditor of Skagit County with County warrants within thirty (30) working days following receipt of Contractor's claim for reimbursement; provided that no payment shall be made in the month during which expenses occurred unless otherwise approved by the County.

EXHIBIT "C"

PROOF OF INSURANCE

The Contractor shall provide proof of insurance for Commercial General Liability or Professional Liability in the amount of \$1,000,000.00 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. Contractors insurance shall be primary.

The type of insurance required by this Agreement is marked below.

- 1) **Commercial General Liability Insurance**
Certificate Holder – Skagit County
**The Certificate must name the County as additional insured:
Skagit County, its elected officials, officers and employees
are named as additional insured.**
Thirty (30) days written notice to the County of cancellation
of the insurance policy.
- 2) **Professional Liability**
Certificate Holder – Skagit County
Thirty (30) days written notice to the County of cancellation
of the insurance policy

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.

- 3) **Insurance is waived**

Date: _____
Risk Manager

EXHIBIT "D"
Schedule of Costs

Damages or missing items shall be compensated for as follows:

ITEM	VALUE
Television with remote	\$349
Phone	\$39
Desk Lamp	\$89
Refrigerator	\$179
Microwave	\$59
Lamp	\$89
Luggage Rack	\$65
Headboard	\$160
Desk	\$319
Desk Chair	\$110
Night Stand	\$169
Dining Table	\$229
Dining chair	\$110
Towel	\$3.90
Bed sheet	\$13.50
pillow	\$4.50
pillowcase	\$2.00
comforter	\$110
Air Conditioning Unit	\$690
Window Curtain	\$390
Mattress	\$380
Bed Frame	\$335



BURLLLC-01

GKIM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Basin Pacific Insurance & Benefits 33919 9th Avenue S, Suite 104 Federal Way, WA 98003	CONTACT NAME: Grace Kim PHONE (A/C, No, Ext): (253) 370-4149 FAX (A/C, No): (253) 322-3356 E-MAIL ADDRESS: Gkim@basinpacific.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Eagle West Insurance Company</td> <td>12890</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Eagle West Insurance Company	12890	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Burlington LLC dba Motel 6 866 S Burlington Rd Burlington, WA 98233														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	25-CMA-2-2054081	8/2/2019	8/2/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	25-CMA-2-2054081	8/2/2019	8/2/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	25-CMA-2-2054081	8/2/2019	8/2/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below.		N/A	25-CMA-2-2054081	8/2/2019	8/2/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Skagit County is understood to be as additional insured with respect to the policy.
30 days notice of cancellation applies in favor of the certificate holder 10 days for nonpayment of premium.

CERTIFICATE HOLDER Skagit County 700 S 2nd St Mount Vernon, WA 98273	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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