

BEFORE THE METRO CONTRACT REVIEW BOARD

IN CONSIDERATION OF RESOLUTION) RESOLUTION NO. 02-3202
NO. 02-3202, FOR THE PURPOSE OF)
AWARDING A CONTRACT (924134) FOR SOFT) Introduced by Mike Burton
DRINK AND BOTTLED BEVERAGES AT THE) Executive Officer
OREGON ZOO TO COCA-COLA BOTTLING)
COMPANY OF OREGON)

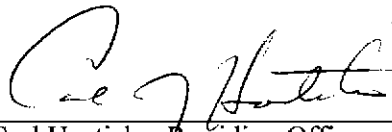
WHEREAS, Metro Council approved Resolution No. 02-3154A exempting from competitive bidding requirements and authorizing release of an RFP for soft drink and bottled beverages at the Oregon Zoo, and

WHEREAS, Council requested the finalized contract be returned to Council for review after the contract was awarded to a vendor, and

WHEREAS, Coca-Cola Bottling Company of Oregon has been selected as the most responsive and responsible proposer; now therefore,


BE IT RESOLVED that the Metro Council, acting as the Contract Review Board, authorizes the Executive Officer to execute Contract No. 924145, attached as Exhibit A, for procurement of soft drinks and bottled beverages at the Oregon Zoo.

ADOPTED by the Metro Council this 27th day of June, 2002.



Carl Hosticka, Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and COCA-COLA BOTTLING COMPANY OF OREGON, 10800 S.W. Avery, Tualatin, Oregon 97062, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I
SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II
TERM OF CONTRACT

The term of this Contract shall be for the period commencing July 1, 2002 through and including June 30, 2007.

ARTICLE III
CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those that are specifically included in the Scope of Work.

ARTICLE IV
LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V
TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI
INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence.. The policy must be endorsed with contractual liability coverage. **Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

ARTICLE VII
PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279.348 to 279.365, the Contractor shall pay prevailing wages and shall pay an administrative fee to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279.314. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment the person may file a complaint with the Construction Contractors Board unless to a good faith dispute as defined by ORS 297.445. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or

subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro on account of any labor or material furnished. Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to OR 316.167.

For public improvement work, all contractors must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII
SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV
INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV
COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI
ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

COCA-COLA BOTTLING COMPANY
OF OREGON

METRO

By: _____

By: _____

Date: _____

Date: _____

ATTACHMENT "A"
OREGON ZOO BEVERAGE REQUIREMENTS
SCOPE OF WORK & TERMS OF PAYMENT

Contractor to supply all product, materials, equipment, and maintenance for carbonated and other beverages required by the Oregon Zoo, as specified herein, and in accordance with specifications in Request for Proposal #02-1005-ZOO and vendor proposal dated 4/12/02.

A. EQUIPMENT

Contractor shall furnish, install and maintain in good operating condition and appearance, the following machines to be located at the Oregon Zoo, 4001 S. W. Canyon Road, Portland, Oregon 97221. Installation and service of the machines listed shall include all necessary pressure tanks and lines and shall be delivered/installed within 14 days of the contract execution.

1. Six (6) four-head (minimum) dispenser ice-cooled drop-in units.
2. Five (5) portable BIB carts with four-head (minimum) dispensing units and ice bins. Carts capable of holding five BIBs and one CO². Carts shall contain an equal number of heads to BIBs. Cart design to be agreed upon by both Oregon Zoo and Contractor.
3. Nine (9) eight-head (minimum) self-serve fountain dispensing units with ice cubers.
4. All post-mix units must have the capability of dispensing soda water.
5. No more than six (6) vending machines which will dispense fruit juices, sport drinks, bottled water and 20 ounce plastic bottled sodas. Both Oregon Zoo and Contractor shall mutually agree upon the location of vending machines on Zoo grounds. Price of product in vending machines shall not exceed \$2.00. Contractor shall submit a 25% commission check to the Oregon Zoo by the 25th of the preceding month for each month's sales. Contractor shall provide a monthly statement of:
 - (a) Gross sales and commissions showing calculations used.
 - (b) Beginning and ending meter readings, and explanation of any discrepancies
 - (c) Total unit sales
6. To accommodate non-carbonated beverages, four (4) floor-model upright display coolers, Bev-Air Model MT-27 or equal; one (1) counter-top cooler, Superior Model 2-R-469 or equal, and push cart/ice bins as needed.
7. Any additional equipment reasonably called for by the addition of new facilities and/or the upgrading of existing facilities.
8. Vendor will purchase and install the maximum number of ice machines to sit atop the self-serve dispensing units, up to the value of \$7,000.
9. Equipment listed shall be no more than five years old and acceptable to the Zoo's Food and Beverage Manager. Bidder shall supply pictures and/or brochures of the equipment.

INITIAL DELIVERY OF SYSTEMS

Time is of the essence with the implementation of this agreement. Equipment specified must be delivered and installed within 14 days after execution of the contract. Failure to deliver the proper dispensers and/or service system and/or failure to deliver them within the time specified herein will cause Metro to lose business. Liquidated damages in the amount of \$500 per day will be required from the Contractor if the Contractor fails to meet any of the stated specifications, conditions, or deadlines.

REPAIR/MAINTENANCE

Contractor shall provide 24-hour, 7-day a week repair service at no charge to Metro for all soft drink dispensing and vending equipment provided by the Contractor, as well as equipment currently owned by the Zoo or purchased by the Zoo during the period of this contract.

The Oregon Zoo will maintain ice machines throughout the term of the contract.

Failure to repair soft drink dispensing equipment within 24 hours of the initial request for service will cause the Zoo to lose sales. Liquidated damages in the amount of \$500 per day per location will be required from the Contractor if the Contractor fails to repair equipment within said 24-hour time frame.

B. PRODUCT SPECIFICATIONS

Items listed are major items used by the Oregon Zoo; quantities listed are for estimated annual usage. Additional items will be purchased as needed. Purchases shall be made based on appropriateness, pricing, and taste.

| Annual Qty | Carbonated Beverages | Unit Price |
|------------|--|------------|
| 2,100 gal | per gallon of cola soft drink post-mix syrup | \$7.81 |
| 1,500 gal | per gallon of diet cola soft drink post-mix syrup | \$7.81 |
| 1,500 gal | per gallon of lemon-lime and/or citrus soft drink post-mix syrup | \$7.81 |
| 800 gal | per gallon of orange soft drink post-mix syrup | \$8.06 |
| 1,250 gal | per gallon of root beer soft drink post-mix syrup | \$7.81 |
| 200 gal | per gallon of lemonade post-mix syrup | \$8.06 |
| 200 gal | per gallon of ice tea post-mix syrup | \$8.06 |
| 300 | 20# containers of CO2 | \$13.00 |

1. CARBONATED - FOUNTAIN

All post-mix syrup is to be provided in the 5-gallon bag-in-box system as opposed to the five gallon canister system. Bag-in-box system must be available beginning with the initial delivery which must be within 14 days of the contract approval by Metro.

2. CARBONATED - BOTTLES and CANS

1000 cases various flavors vending canned soda in 12 oz. cans, packed 24 cans/case @ \$7.25/case + deposit

1000 cases plastic soda bottles (vending) 20 oz bottles, packed 24 bottles/case @ \$17.25/case + deposit

3. OTHER BEVERAGES, not including milk or coffee

600 cases (24 cans/case) Non-carbonated fruit beverage, individually bottled or canned in 8 oz. – 12 oz. servings, in assorted flavors. 100% pure fruit juice to include apple, orange and grape, and other mixed varieties @ 10.50 per case.

400 cases (24cans/case) Non-carbonated sports drink, individually bottled or canned in 20 oz. servings @ \$16.95 per case.

2,500 cases (24 bottles/case) Water, individually bottled in 20 oz. servings @ \$10.00 per case.

Juice drinks and other beverages may be ordered as required.

4. CUPS

Vendor to provide 16 oz paper cups as needed, at no charge to the Zoo, throughout the term of the contract.

QUANTITIES

Stated quantities are based on last year's usage and are for estimating purposes only. The Oregon Zoo does not guarantee any level of minimum sales. Payment will be made for actual product ordered and received, based on the Oregon Zoo's current need.

DELIVERY

The Contractor shall deliver seven days a week between the hours of 8:00 a.m. and 5:00 p.m. Unloading must be completed by 5:00 p.m. unless approved in advance by Oregon Zoo. Contractor shall make deliveries of above-listed product at least once weekly and as required for emergencies. Contractor must provide deliveries as required by the Zoo, 24 hours per day, year around, including weekends and holidays.

C. MARKETING AND PROMOTION

The Oregon Zoo and Coca-Cola are entering into a long-term partnership with this agreement. Listed below are the agreed upon marketing and promotion opportunities at the execution of this contract.

- Two marketing promotions annually to include (1) Bottle/can promotion and (1) fountain promotion
- Two vending promotions annually
- One custom can promotion over the life of the contract
- Radio advertising tie-in opportunities as available
- Signage/menu boards annually
- Picnic umbrellas annually

We recognize that there are many mutually advantageous promotion and marketing opportunities that may arise during the life of this contract. The Oregon Zoo looks forward to exploring all marketing and promotional opportunities that may be available.

D. DONATION

The Oregon Zoo will receive cash contributions at the beginning of each contract year from Coca-Cola. These donations will be used to aid in the completion of The Great Northwest Exhibit.

- Coca-Cola Enterprises - \$19,500 annually
- Coca-Cola Fountain - \$19,000 annually

E. PARTNER RECOGNITION

In appreciation for our new partnership with Coca-Cola, the Oregon Zoo will extend the following benefits:

1. Name recognition on the Zoo's annual donor board each year of the contract, beginning in July of 2003.
2. Name recognition on the Zoo's cumulative donor board beginning July 2004 (recognition begins at the cash contribution level \$50,000).
3. Name recognition on the donor recognition plaque for The Great Northwest. Plaque lists all donors to the exhibit, exact dimensions and design at the discretion of the Zoo and based on the precedent set in other zoo exhibits.
4. Annual Corporate Partner benefits at the top "Andean Condor" level (\$10,000 value) for each year of the contract:
 - Four (4) annual Zoo membership at the Patron level
 - \$10 discount on new zoo memberships / \$5 discount on renewed zoo memberships for employees
 - Eight (8) invitations to attend special Zoo events (Zoofari, ZooLights Festival and other special member events)
 - Invitation to Corporate Partner events (Spring luncheon, ZooBiz breakfast and others)
 - Complimentary subscription to *Oregon ZooTracks* quarterly newsletter
 - Recognition in *Oregon ZooTracks* (mailed to 34,000 households)
 - Private tour of Zoo for 20
 - Opportunity to hold a corporate party, picnic or meeting at the Zoo with the *total site fee waived twice* each year of the contract.*

*(excluding July, August & December)
5. Mutually agreeable arrangements will be made for one annual "Coca-Cola Promotional Day" at the Zoo. This will include a 10' x 10' canopied area for Coca-Cola to sample products, hand out coupons and otherwise interact with our visitors.
6. One hundred (100) complimentary admission coupons to the Zoo each year of the contract.
7. Name recognition on a media release during the summer of 2002 to announce the partnership.

During the term of this contract, Contractor will have exclusive pouring rights at the Oregon Zoo for carbonated and other beverages as specified under this contract. Contractor is authorized to reference this exclusive soft drink contract with the Oregon Zoo for promotional purposes.

For all catered events held at the Oregon Zoo, the Zoo will promote the Contractor's product. However, if a catering client requests something other than the Contractor's product, the requested product will be served.

TERMS OF PAYMENT

1. The maximum amount payable under this contract is \$750,000.00.
2. Metro shall compensate the vendor for goods supplied as described above. Metro shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Scope of Work above. Payment shall be on a unit price only for those goods received in an acceptable condition to Metro. Vendors billing statements shall include an itemized statement of items purchased, and shall be sent to Metro, Attention: Accounts Payable, 600 N. E. Grand Avenue, Portland, OR 97232-2736, with a duplicate copy of the invoice sent to Guest Services Division, Oregon Zoo, 4001 S. W. Canyon Road, Portland, OR 97221-2799.
3. Vendor shall receive payment for the approved invoice within 30 days after receipt of same from Vendor.

GOVERNMENTAL AFFAIRS COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 02-3202, FOR THE PURPOSE OF AWARDING A CONTRACT (924134) FOR SOFT DRINK AND BOTTLED BEVERAGES AT THE OREGON ZOO TO COCA-COLA BOTTLING COMPANY OF OREGON

Date: June 26, 2002

Presented by: Councilor Burkholder

Committee Recommendation: At its June 26 meeting, the committee considered Resolution No. 02-3202 and voted unanimously to send the resolution to the Council for adoption. Voting in favor: Councilor Burkholder and Chair Bragdon. Councilor Monroe was absent.

Background: Earlier this year, the Oregon Zoo initiated a competitive bidding process to select a vendor for soft drink and bottled beverage products at the zoo. As a part of the request for proposal (RFP) document, the Zoo requested that those submitting proposals include a level of cash contributions to the zoo as a part of their response.

Resolution No. 02-3154 was introduced to seek Council approval for the release of the RFP documents. During consideration of this resolution, several councilors expressed concern regarding this cash contribution element of the bidding process. They were concerned that the concessions that the zoo would have to offer to obtain the cash contribution could result in excess commercialization of the zoo grounds. Therefore, the Council requested that the final contract with the successful vendor be submitted to the Council for its review and approval.

Committee Discussion: Terri Dresler and Carmen Hannold, Oregon Zoo Staff, presented the staff report. Ms. Dresler indicated that the successful vendor for the proposed five-year contract was Coca-Cola. She explained that the vendor had been selected based on the level of financial contribution it was willing to make and the product cost and free cup donation offered by the company. The proposed annual cash contribution of \$38,500 will be used to help fund the completion of the Great Northwest project.

Dresler noted that, because the proposed cash contribution was less than had been anticipated and requested in the RFP, only a limited number of concessions were made to the vendor. These included the normal recognition of cash donations of this size on various boards and plaques at the zoo, one annual promotion day for Coca-Cola products including distribution of sample products and coupons, and 100 annual complimentary admission coupons.

Councilor Burkholder and Chair Bragdon expressed their comfort with the proposal, noting that a greater level of cash contribution might have resulted in a more significant level of concessions from the zoo to the vendor.

The committee had no questions concerning the proposed resolution.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 02-3202, FOR THE PURPOSE OF AWARDING A CONTRACT FOR SOFT DRINK AND BOTTLED BEVERAGES AT THE OREGON ZOO TO COCA-COLA BOTTLING COMPANY OF OREGON

Date: June 13, 2002

Prepared by: Kathy Kiaunis

BACKGROUND

At the Metro Council meeting held February 14, 2002, Council approved Resolution No. 02-3154, exempting from competitive bidding requirements and authorizing release of an RFP for soft drink and bottled beverages at the Oregon Zoo. This Resolution authorized the Executive Officer to negotiate the highest possible contributions from responsive proposers, and to execute a contract with the most responsive and responsible proposer.

After passage of Resolution No. 02-3154, Council requested the finalized contract be returned to Council for review prior to signature by the vendor.

The Oregon Zoo received proposals from Coca-Cola, Pepsi, and Portland Bottling. The Zoo met with all three groups to review proposals. None of the proposers had the level of cash contribution that was requested in the RFP. Therefore, major gift recognition is not a prominent element in the overall contract.

The financial contribution, product costs, cup donation, and marketing opportunities provided by The Coca-Cola Bottling Company of Oregon resulted in the most favorable proposal for the Oregon Zoo. The cash contribution by Coca-Cola is \$38,500 annually to the Oregon Zoo.

As a donor to the Zoo, Coca-Cola will receive:

1. Recognition on the Zoo's annual donor board (the board is adjacent to the lorikeet exhibit).
2. After \$50,000 in cumulative contributions, recognition on the Zoo's cumulative donor board (the board is in the lobby of the Cascade Crest Restaurant Building.)
3. Name recognition on the donor recognition plaque for The Great Northwest. Plaque lists all donors to the exhibit, exact dimensions and design at the discretion of the Zoo and based on the precedent set in other Zoo exhibits.
4. Oregon Zoo Foundation Corporate Partner benefits at the \$10,000 level.
5. One promotion day annually during the course of the contract, where vendor may sample products and hand out coupons.
6. One hundred complimentary admission coupons for the Zoo each year of the contract.
7. Name recognition in a media release to announce the partnership.

The vendor has agreed to provide cups and menu boards as needed for the Zoo. Coca-Cola will feature the Oregon Zoo in a variety of marketing promotions over the course of the contract.

ANALYSIS/INFORMATION

1. **Known Opposition** None
2. **Legal Antecedents**
3. **Anticipated Effects** Oregon Zoo will award a five year contract to Coca-Cola Bottling Company of Oregon for procurement of soft drink and bottled beverages.
4. **Budget Impacts** The annual cost of the contract is expected to be approximately \$125,000.

RECOMMENDED ACTION

Executive Officer recommends approval of Resolution No. 02-3202.