



CONTRACT FACE SHEET

Document Type:

- Contract, MOU, Interlocal Agreement, Notice of Acceptance, Retainage, Franchise Agreement, Right of Way Use Agreement, Lien, Correspondence, Collective Bargaining Agreement

Status:

- New, Amendment, Change Order, Renewal, Cancellation

*Vendor Name: WA ST Archives & Records Management

*JDE PO Number: 711658-000

*Effective Date: 01/15/2008

*Termination Date: 05/15/2009

Amendment Effective Date: /

*Clerk's Receiving Number: 41995

Related Receiving Number: 41949 (grant 07-724)

Bid/RFP/RFQ/ITQ Number: /

Ordinance Number: /

Resolution Number: /

CIP Number: /

Project Name: Document Preparation & Imaging Services for CoB

KC# 20081017000792

Vendor Number: 93237

File Location: 07-755

*Denotes mandatory fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

Face Sheet Date: 12-14-2007 C
Scan Date: 12-17-07
Index Date: 12-17-07 AWB

City of
Bellevue



Post Office Box 90012 ♦
Bellevue, Washington ♦ 98009 9012 ♦



20081017000792

BELLEVUE INTERLOCAL 42.00
PAGE 01 OF 001
10/17/2008 12:56
KING COUNTY, WA

Recording Cover Sheet

To: King County Recorder's Office
From: City of Bellevue City Clerk's Office
PO Box 90012
Bellevue, WA 98009-9012
Date: September 12, 2008
Subject: Interlocal Agreement Filing

The following legislation and attached agreement are included for filing with King County Recorder's Office per RCW 39.34.040.

Government Agency:	City of Bellevue
Interlocal Agreement Participants:	WA ST Archives and Records Management and the City of Bellevue
Adopting Legislation:	N/A
Clerk's Receiving Numbers:	CR# 4 995
Description:	State Archives to provide document preparation & imaging services for City of Bellevue
Recording Fee	\$42.00
	07-755

Full copy of above agreement available at the City of Bellevue, City Clerk's Records Division, 11511 Main Street, Bellevue, WA (425) 452-6805 email: cityclerk@ci.bellevue.wa.us

CR# 41995 DATE 12-14-07 JUL 07-755

INTERLOCAL AGREEMENT
For
DOCUMENT PREPARATION AND IMAGING SERVICES

THIS AGREEMENT is made and entered into by and between the City Of Bellevue (hereinafter "CUSTOMER") and the STATE of WASHINGTON, OFFICE OF THE SECRETARY OF STATE, ARCHIVES & RECORDS MANAGEMENT DIVISION (hereinafter "ARCHIVES").

This Interlocal Agreement establishes the understanding for providing document preparation, scanning, and microfilming services. Specific work to be performed shall be described in a separately approved Statement of Work.

I. SCOPE OF SERVICES

1. ARCHIVES shall provide document preparation, scanning, and microfilming services to the CUSTOMER upon receipt of a detailed SOW describing the services requested and the documents to be prepared and scanned or microfilmed. The SOW shall thereby be made an integral part of this Agreement. Within ninety (90) days after delivery to the CUSTOMER of the finished product, pursuant to the SOW, ARCHIVES shall return the documents to the CUSTOMER. Upon a written request from the CUSTOMER, ARCHIVES will transfer the documents to an ARCHIVES'S regional branch facility.
2. ARCHIVES shall meet or exceed the quality control, processing, document preparation, and imaging specifications and standards for the creation of archival public record documents established by Washington State law. It is the responsibility of the CUSTOMER to verify the quality and accuracy of the service performed and to notify ARCHIVES of any discrepancies within thirty (30) calendar days after receiving the finished work product for each Statement of Work. Promptly after receiving such notice of any discrepancies from the CUSTOMER, ARCHIVES will replace deficient work product with product that meets specifications and standards at no charge to the CUSTOMER. Any defects or errors communicated by the CUSTOMER to ARCHIVES after thirty (30) calendar days from the invoice date will incur additional costs.
3. Although each Statement of Work will include an estimated completion date as agreed upon by the parties, **ARCHIVES shall not be liable for delays in providing services to the CUSTOMER under this Agreement.**
4. Nothing in this Agreement shall constitute a guarantee by the CUSTOMER to provide a minimum amount of work or a promise to supply work to ARCHIVES.
5. All records must be delivered in boxes capable of holding their contents with the lid closed. This includes rolled or flat drawings. Boxes that are damaged, without lids, or weighing over 40lbs **will not be accepted.** Boxes may be weighed before transporting. ARCHIVES have archival quality boxes with attached lids for purchase. Imaging Services have staff available to box CUSTOMER documents on site for an hourly fee equal to the current ARCHIVES miscellaneous labor rate.
6. Washington State Microfilming Standards require certain information to be present on all microfilm. ARCHIVES will add pages to ensure compliance with the standards. CUSTOMER will be charged at a per page rate and project preparation rate.

7. CUSTOMER instructions that result in a suspension of work in progress will be charged the current ARCHIVES miscellaneous labor rate per each hour of downtime for shut down and restart. Once the project work begins, all questions submitted to the CUSTOMER must be answered expeditiously and no later than one (1) business day to avoid work stoppage.

II. TERMS AND TERMINATION

1. This Agreement shall take effect upon the signing of the last required signature. CUSTOMER agrees to comply with the RCW 39.34.040, if required. This Agreement shall remain in effect until May 31, 2009.
2. The CUSTOMER may extend this Agreement for up to two (2) additional two-year terms by providing a written notice to ARCHIVES any time before the termination date.
3. Either party may terminate this Agreement upon a thirty (30) calendar day written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable only for the performance rendered prior to the effective date of termination. The CUSTOMER shall pay ARCHIVES within thirty (30) calendar days of receipt of billing for services rendered.

III. COMPENSATION

1. The CUSTOMER will pay ARCHIVES for the services provided under this Agreement at the rates in effect at the time a request for work is received from the CUSTOMER and ARCHIVES creates a Statement of Work, which is approved by the CUSTOMER. ARCHIVES shall maintain the right to increase or decrease the cost of rendering service(s) under this Agreement throughout its lifetime upon a thirty (30) calendar day advance notice to the CUSTOMER, and the CUSTOMER has fifteen (15) calendar days to agree or terminate the Agreement.
2. ARCHIVES will send an itemized bill to the CUSTOMER each month that includes work done in the prior month's imaging services detailing charges by Statement of Work number and services provided. ARCHIVES shall submit invoices to the same address to which notice is sent.
3. The CUSTOMER shall make payment by checks, journal voucher, or credit card of amount due within thirty (30) calendar days after receiving a properly executed invoice. The CUSTOMER shall make checks payable to the Office of the Secretary of State and send payment so the Office of the Secretary of State, Financial and Support Services, P.O. Box 40224, Olympia, WA 98504-0224. **Payment must reference the Agreement number.**
4. Total services under this Agreement shall **not exceed \$50,000.00**. This amount can be increased by amendment to this Agreement.

IV. NOTICE

1. Any notice to be given under this Agreement shall be in writing and may be sent either by registered or certified mail, facsimile transmission, email, or personal delivery.
2. Any notice from ARCHIVES sent to the CUSTOMER shall be sent or delivered to:

Kyle Stannert
City Of Bellevue
450 110th Ave NE
Bellevue, WA 98004
Telephone Number: (425) 452-6464
Fax Number: (425) 452-7937
Email Address: kstannert@bellevue.wa.gov

3. Any notice from the CUSTOMER sent to ARCHIVES shall be sent or delivered to:

David Tuckett
Imaging and Preservation Services Manager
Office of the Secretary of State
Washington State Archives
711 Tumwater Boulevard
Tumwater, WA 98512
Telephone: (360) 586-2487
Fax Number: (360) 586-9602
Email Address: dtuckett@secstate.wa.gov

4. Notice shall become effective upon delivery in person, three business days after posting by prepaid registered or certified mail, receipt by the sender of a successful facsimile transmission report, or receipt by the sender of an email read receipt, whichever occurs first.

V. RECORDS

The parties to this Agreement shall each maintain books, records, documents, and other evidence, which sufficiently and properly reflects all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, or other personnel duly authorized by either party, the Office of the State Auditor, and federal officials authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any these materials during this period.

VI. GENERAL TERMS AND CONDITIONS

1. This Agreement shall not be assignable by either party without written consent of the other party.
2. The ownership of the documents or other items received from the CUSTOMER shall at all times remain the property of the CUSTOMER. The imaging or other products are the property of the ARCHIVES until payment has been made for the services rendered.
3. The service or product provided by this Agreement shall be either available for pickup or shipped from the ARCHIVES' facility at 711 Tumwater Boulevard SW, Tumwater, WA 98512.
4. Except as otherwise provided in this Agreement, when a bona fide dispute arises between ARCHIVES and the CUSTOMER, and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Secretary of State or the delegate authorized in writing to act on behalf of the Secretary of State.

- A. The request for a dispute hearing must:
- be in writing;
 - state the disputed issues(s);
 - state the relative positions of the parties;
 - state the party's name, address, and contract number, and
 - be mailed to the Secretary of State or delegate and party's (respondent's) Agreement Manager.
 - The respondent shall send a written answer to the requester's statement to both the Secretary of State or delegate and the requester within fifteen (15) business days.
- B: The Secretary of State or delegate shall review the written statements and reply in writing to both parties within ten (10) business days. The Secretary of State or delegate may extend this period if necessary by notifying the parties.
- C. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in the Agreement shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution (ADR) method in addition to the dispute resolution procedure outline above.

5. This Agreement shall be construed and interpreted in accordance with the law of the State of Washington. The venue of any legal action brought hereunder shall be in the Superior Court for Thurston County.
6. To the fullest extent permitted by law, the CUSTOMER shall indemnify, defend, and hold harmless ARCHIVES and all officials, agents and employees of ARCHIVES from and against all claims for injuries or death arising out of or resulting from the performance of the Agreement. The CUSTOMER'S obligation to indemnify, defend, and hold harmless includes any claim by the CUSTOMER'S agents, employees, representatives, or any subcontractor or its employees.

The CUSTOMER expressly agrees to indemnify, defend, and hold harmless ARCHIVES for any claim arising out of or incident to the CUSTOMER'S or any subcontractor's performance or failure to perform the Agreement. The CUSTOMER'S obligation to indemnify, defend, and hold harmless ARCHIVES shall not be eliminated or reduced by any actual or alleged concurrent negligence of ARCHIVES or its officials, agents, and employees.

The CUSTOMER waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless ARCHIVES and its officials, agents and employees.

7. This Agreement may be modified only in writing by the parties executed with the same formalities required to execute this Agreement.
8. If any clause, phrase, sentence, or paragraph of this Agreement is declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
9. If any conflicts exist between the text of this Agreement and any Statement of Work, the Agreement shall prevail.

Schwab, Mayvis

From: Stannert, Kyle
Sent: Tuesday, December 04, 2007 8:37 AM
To: Schwab, Mayvis
Cc: Haugen, Charlee; Healy, Donna
Subject: FW: Sec State Grant & Interlocal

Mayvis,

The City Attorney's Office determined that the interlocal agreement for imaging services does not have to go to Council since it is not for a "governmental function." Can you continue to work with Donna to provide direction on how to correct the fact that both documents (grant agreement and interlocal agreement) were originally routed with one form? Let me know if this is something that needs to be worked out within our Department first.

Thanks,

Kyle Stannert
Public Records Manager
City of Bellevue
Ph: (425) 452-6464 Fax: (425) 452-7937

From: Windsor, Siona
Sent: Monday, December 03, 2007 7:36 AM
To: Stannert, Kyle
Subject: Sec State Grant & Interlocal

Does not need to go to council.

CR# 41995 Date: 12-14-07 Loc: 07 PO #: 711658-000



City of Bellevue
Finance Department - Contracting Services
450 110th Ave. NE. Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title: Document Preparation & Imaging Services	Department: City Clerk's Office
Contract Description: Document preparation of SEPA records, scanning and indexing	Contract Manager: Kyle Stannert
Total Contract Value:	Contract Type: Interlocal Agreement (ILA)
This Amendment value: N/A	Contract Form: Custom contract document
	Budget Expenditure: Grant - Expenditure

Vendor Information:

Is this a new vendor? No	Tax ID #:
Vendor Name: WA ST Archives	COB License #:
JDE Vendor Number: 93237	UBI #:
Is this vendor an independent contractor?	Contractor's License #:

Contract Terms:

Original Effective Date: 01/15/2008 **End Date:** 05/15/2009 **Subject To:** No Renewal

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? No

Route:

		<u>In</u>	<u>Out</u>
Contracting Services:	<u>M Schwab</u>	<u>12/7/07</u>	<u>12/7/07</u>
Information Technology:	Not Required		
Legal:			
Insurance Reviewed By:	<u>See signatures on next page</u>		
Department Director:			
Contracting Services:			
Return To:	Kyle Stannert		
City Clerk's Office:	<u>Chaugen</u>	<u>12-13-07</u>	<u>12-14-07</u>

CR #:

Date:

Loc:

PO #:



City of Bellevue
Finance - Contracting Services
425-452-7876

Grant Agreement Routing Form

Current Agreement Information

Agreement Title:
Document Preparation and Imaging Services
Agreement Description:
Document preparation of SEPA records and scanning.
Agreement Form:
Vendor Agreement Document

Agreement Type: Grant
Document Type: Application
Agreement Manager: Kyle Stannert
Agreement Amount: \$20,000.00
Total Aggregate Value: NaN

Project Information:

Project Name: SEPA Document Preparation and [...]
Department: City Clerk

Project Manager: Kyle Stannert
Are matching funds required on this project? No

Granting Organization Information:

Funding Agency: State of Washington
Administrative Agency: Office of the Secretary of State, Division of Archives & Records
Administrative Agency JDE Vendor #: 93237
Funding Program Name: Washington State Archives Local Records Grant Program

Agreement Terms:

Original Effective Date: 1/15/2008 (estimated date)

End Date: 5/15/2009
12/31/2008 (estimated date)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date: **Ordinance #:** **Resolution #:**

Route:

Contracting Services:

M Schwarz

10/26/07

Out

10/26/07

Accounting:

Jurme

10/26/07

10/26/07

Information Technology:

Not Required

Legal:

Loretta Alford

10/26

10/29

Insurance Reviewed By:

Janne Nicolai

10/29

10/29

Department Director:

Angina Pasich

10/30

10/30

Contracting Services:

M Schwarz

10/30

10/30

Return To:

Kyle Stannert

City Clerk's Office:

11-16-07

2007

CONTRACTING SERVICES

711681-000

Selection Method:

Selection Method: Other

Process: No competitive process

Bid/RFP/RFQ #:

Bid/RFP/RFQ/ITQ Title:

Quote #	Vendor Name	MWDBE	Quote Proposal	Due Date
		<input type="checkbox"/>		

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total

Additional Comments:

This is an Interlocal agreement with the State of Washington Imaging Services, Funding provided by Grant money from the State of WA, Office of the Sec of State, Div of Archives & Records.

CONTRACT REVIEW CRITERIA

711658 000

Contract Title: Document Preparation & Imaging Ser... **Vendor Name:** WA ST Archives

Dept. Contracting Services

- a) Does the Contract Routing/Approval Form and Contract have consistent information?
- b) Is the Contract Type and template appropriate for the services performed?
- c) Are the contract values (i.e. aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate?
- d) Is the JDE vendor name and number accurate?
- e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified? _____
- f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
- g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- h) Has the Selection Method been explained in Additional Comments? Are results attached?
- i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached?
- j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- k) Is Attachment "A" (Scope of Work and/or Services) attached?
- l) Is Attachment "B" (Insurance Requirements) attached?
- m) Are any additional riders required? If so, which one's? _____
- n) Does Insurer have a Best rating of A- or better?
- o) Is the Contractor identified as the insured?
- p) Does the Contractor have Commercial General Liability, Business Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
- q) Are the policy expiration date(s) on the Certificate of Insurance current?
- r) Does the Contractor have a self-insured retention? Is it above \$50,000?
- s) Is the City listed as the Certificate Holder?
- t) Does the cancellation wording provide the City with 30 days notice?
- u) Is the Certificate signed?
- v) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
- w) Is the contract exempt from paying Prevailing Wages? If not, are current Wage Rates attached in Attachment "C"?
- x) Does the Contractor have an open account with the Washington State Department of Revenue?
- y) Are the Contractor's worker's compensation premiums current?
- z) Is the Contractor on the Federal Debarred Suspended List?
- aa) Does the vendor have an active Professional/Contractor License with the Washington State Department of Licensing?

RISK MANAGEMENT:

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- Does the Contractor's Certificate of Insurance comply with the requirements?
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City?
- Does the Hold Harmless clause include language referencing Title 51 releases?