



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:** KC Sheriff's Office

***JDE PO Number:** 650190-003

***Effective Date:** 01/01/2005

***Termination Date:** 12/31/2009

Amendment Effective Date: 01.01.2008

***Clerk's Receiving Number:** ✓44077

Related Receiving Number: ✓36953 ✓39318 ✓41220 (all in 05-077)

Bid/RFP/RFQ/ITQ Number: /

Ordinance Number: /

Resolution Number: 7364 05-15-2006

CIP Number: /

Project Name: 2008 Marine Patrol Services: Lakes WA and Sammamish

Site Name: /

Vendor Number: 37256

File Location: 09-215

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

RD

Face Sheet Date: 03-25-2009 C JDE C

Scan / Index Date: 3-26-09 MT ECM

CR# 44077 Date: 03.25.09 Loc: 09.215 PO #: 650190-003



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

Contract Routing Form

Current Contract Information:

Contract Title:
King County Sheriff's Marine Patrol 2008
Contract Description:
Third Amendment with KC Sheriff's Office for
Marine Patrol on Lakes Washington and
Sammamish
Total Contract Value: \$236,137.00
This Amendment Value: \$53,119.00

Department: Police
Contract Manager: Carl Krikorian
Contract Type: Interlocal Agreement (ILA)
Contract Form:
Vendor contract document
Budget Expenditure:
Expenditure Contract - Sufficient Funds

Vendor Information:

Is this a new vendor? No
Vendor Name: King County Sheriff's Office
JDE Vendor Number: 37256
Is this vendor an independent contractor? Yes

Tax ID #: 91-6001327
COB License #: N/A
UBI #: UNKNOWN
Contractor's License #: N/A

Contract Terms:

Original Effective Date: 01/01/2005 **End Date:** 12/31/2005 **Subject To:** Three 1-year renewals

Related Contract Information:

Is this an amendment/change order/renewal? Yes
Amendment #: 3
Amendment Effective Date: 1/1/2008
Original PO #: 650190

Original Contract Value: \$58,249.00
Total value of Previous Change Orders: \$124,769.00

Council Approval:

Does this contract require council approval? No

Route:

		In	Out
Contracting Services:	<u>M Schwab</u>	<u>7/2/08</u>	<u>7/2/08</u>
Information Technology:	Not Required		
Legal:	<u>[Signature]</u>	<u>7/2/08</u>	<u>7/7/08</u>
Insurance Reviewed By:	<u>Joanne Nicolai</u>	<u>7/8/08</u>	<u>7/8/08</u>
Department Director:	<u>[Signature]</u>		
Contracting Services:	<u>M Schwab</u>	<u>7/18/08</u>	<u>7/18/08</u>
Return To:	Carl Krikorian		
City Clerk's Office:	<u>Chaugen</u>	<u>03.20.09</u>	<u>03.25.09</u>

despite all 2008 sign-offs,
CEO did not receive until
03.20.2009 Chaugen

650190-003

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
1	2008 Marine Patrol	07/31/08	31500.551900.2122	\$53,119.00	No	\$53,119.00

Additional Comments:

Amendment will be sent to KCSO after approval process here

650190-005

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
1	2008 Marine Patrol	07/31/08	31500.551900.2122	\$53,119.00	No	\$53,119.00

Additional Comments:

Amendment will be sent to KCSO after approval process here

CONTRACT REVIEW CRITERIA

65019-003

Contract Title: King County Sheriff's Marine Patrol 2008 **Vendor Name:** King County Sheriff's Office

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?

Reviewed

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? *No*
- Does the Hold Harmless clause include language referencing Title 51 releases?

No insurance req. - both parties are self-insured

ORIGINAL

CR# 44077 DATE 03-25-09 LOC 09-215
RES 7364

AMENDMENT TO INTERLOCAL AGREEMENT

Third Amendment to Interlocal Agreement between King County Sheriff's Office and the City of Bellevue Relating to Marine Patrol Services

The parties to the Interlocal Agreement between King County Sheriff's Office and the City of Bellevue Relating to Marine Patrol Services (Agreement) hereby amend said Agreement as follows:

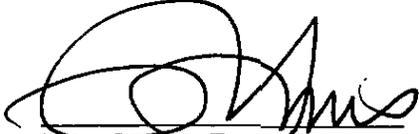
- 4.1 Routine Marine Patrol Services. The City shall pay the County a share of the costs of marine patrol services allocated based on the city's portion of the overall County calls for services and on-view incidents and freshwater shoreline feet, as shown in Exhibit A to this Amendment (Exhibit A). The costs shall include direct costs, Sheriff's Office and County general overhead, less revenue received by the County for its share of the Vessel Registration Fee. Exhibit A reports adopted County budgeted costs and City charges for 2008. Both calls for service and cost shall be updated each calendar year. The calls for service for each year shall be those from the previous year's boating season. Cost will be based on the County's adopted budget for marine patrol services and estimated boat tax revenue, for the succeeding year.
- 4.2 This amendment for 2008 is for an amount not to exceed \$53,119 as shown in Exhibit A. The County agrees to revise this amount annually following the King County Council's adoption of the Annual County budget. The County will provide the City by April 15 of the year for which the budget has been adopted a revised estimated agreement amount, if it is less than the amount shown in Exhibit A.
- 4.3 For 2008 the County shall bill the City monthly for non-routine services (as described in Section 1.4) at the rate of approximately \$86 per hour officer plus the hourly cost of the boat, starting at the time of call-out marine patrol officers for a minimum call-out of two hours. Actual hourly rates, based on the adopted budget, shall be provided to the city by May 15 of each year. Should the services affect more than one jurisdiction, the County shall negotiate the allocation of the costs with the City and other affected jurisdictions.
- 4.4 The estimate contract amount shall be billed as an annual amount in July, 2008. Payment shall be made within 30 days after invoicing by the County.

Said Amendment shall be effective May 1, 2008. All other provisions of the Agreement as previously amended remain unchanged.

ORIGINAL

IN WITNESS WHEREOF the parties have executed this Amendment.

King County


King County Executive

City of Bellevue


City Manager - Deputy

Approved as to Form

Deputy Prosecuting Attorney

Approved as to Form


City Attorney

SHERIFF

KING COUNTY

KING COUNTY SHERIFF'S OFFICE
516 Third Avenue, W-116
Seattle, WA 98104-2312
Tel: 206-296-4155 • Fax: 206-296-0168

Susan L. Rahr
Sheriff

January 23, 2009

Mr. Carl Krikorian
Bellevue Police Department
PO Box 90012
Bellevue, WA 98009-9012

RE: MARINE SERVICES CONTRACT RENEWAL

Dear Mr. Krikorian:

Enclosed please find one signed original of the third amendment to the interlocal agreement between King County and the City of Bellevue relating to marine services. We are pleased that the city chose to renew our agreement.

This interlocal agreement amendment provides for routine marine patrol services during the boating season on Lakes Washington and Sammamish, as well as a reimbursement method based on shoreline, workload, and unit cost. Further, it allows the city to purchase marine services on an as-needed basis outside of normal hours or the boating season.

Thank you for your ongoing partnership. If you have any questions, please contact me at (206) 205-0470.

Sincerely,



Robin Rask
Contracts Services Unit

cc: Sheriff's Office Contracts Unit and Financial Management Section

Enclosures

1288-RES
1/4/2005

ORIGINAL

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7131

A RESOLUTION authorizing the City Manager or his designee to execute an Interlocal Agreement between the City of Bellevue and the King County Sheriff's Office to provide marine patrol services on Lake Washington and Lake Sammamish during 2005.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

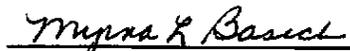
Section 1. The City Manager or his designee to sign an Interlocal Agreement between the City of Bellevue and the King County Sheriff's Office to provide marine patrol services on Lake Washington and Lake Sammamish during 2005; a copy of which Contract has been given Clerk's Receiving No. 36953

Passed by the City Council this 18th day of January, 2005, and signed in authentication of its passage this 18th day of January, 2005.

(SEAL)


Connie B. Marshall, Mayor

Attest:


Myrna L. Basich, City Clerk

ORIGINAL

1547-RES
5/8/2006

Amd #1

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7364

A RESOLUTION authorizing the City Manager or his designee to execute a first amendment to the interlocal agreement with King County Sheriff's Office for 2006 Marine Patrol Services and granting approval authority to the City Manager for subsequent renewals, where the terms remain the same as in the current interlocal, and the annual cost does not increase by more than 5% annually.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute a first amendment to the interlocal agreement with King County Sheriff's Office for 2006 Marine Patrol Services and granting approval authority to the City Manager for subsequent renewals, where the terms remain the same as in the current interlocal, and the annual cost does not increase by more than 5% annually; a copy of which amendment has been given Clerk's Receiving No. 37318.

Passed by the City Council this 15th day of May, 2006, and signed in authentication of its passage this 15th day of May, 2006.

(SEAL)


Grant Degginger, Mayor

Attest:


Myrna L. Basich, City Clerk

1755-RES
5/14/2007

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7565

Amd #2
see explanation
att'd

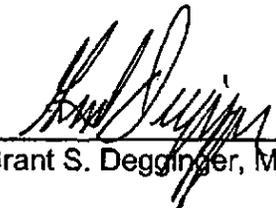
A RESOLUTION authorizing the City Manager or his designee to execute a second amendment to the interlocal agreement with King County Sheriff's Office for 2007 Marine Patrol Services.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute a second amendment to the interlocal agreement with King County Sheriff's Office for 2007 Marine Patrol Services in an amount not to exceed \$64,995.00 copy of which second amendment has been given Clerk's Receiving No. 41220.

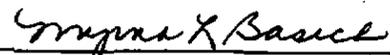
Passed by the City Council this 21st day of May, 2007, and signed in authentication of its passage this 21st day of May, 2007.

(SEAL)



Grant S. Degginger, Mayor

Attest:



Myrna L. Basich, City Clerk

Miyake, Brad

From: Riordan, Lori
Sent: Friday, May 25, 2007 11:29 AM
To: Miyake, Brad
Cc: Windsor, Siona
Subject: Marine Patrol contract

*re
Amd #2*

I've reviewed the original interlocal terms, the two amendments, and the resolution authorizing the first amendment. I do have to say I am not at all sure why we took amendments to the Interlocal to Council in 2006. However, looking at the increase in costs for 2007 for the non-routine calls, we would have exceeded Steve's authority to agree to changes that don't exceed a 5% increase threshold, and therefore the formal Council approval was necessary given the language of the original Council resolution authorizing entering into the original Interlocal in 2005..

I do think you have been given appropriate authority to sign the 2007 amendments to the Interlocal. The fact that the amendments don't say anything about the renewal process doesn't impact your authority, and neither the amendments nor the resolution were required to include that reference because 1) the original interlocal provisions explicitly authorized the automatic renewal at the end of the year, and that section of the Interlocal hasn't been changed; and 2) Council expressly gave Steve the authority to agree to changes in price within the 5% threshold in the first resolution and the resolution passed for 2006. So, there was no need to reference the automatic renewal with this year's resolution.

Let me know if you have any other questions. I won't send this back down to you for signature until Siona and I have had a chance to discuss it so that she can talk with Police about handling these changes in the future.