

# CONTRACTS & AGREEMENTS

## ECM INDEX DATA

**INTRLOC\_00** **WA ST CRIMINAL JUSTICE COMMISSION**

File Location

Vendor Name

**Document Type:** Interlocal Change Order  
**Vendor Name:** WA ST CRIMINAL JUSTICE COMMISSION  
**PO# Location:** INTRLOC-000  
**Effect Date:** 7/1/2011  
**Term Date:** 9/30/2011  
**CR#:** 47706  
**Related CR#:** 47104  
**Ordinance:** \_\_\_\_\_  
**Resolution:** \_\_\_\_\_  
**Leg Date:** \_\_\_\_\_  
**Vendor #:** 94239  
**Description:** C/O#1 PROBATION AGREEMENT WITH WA CRIMINAL JUSTICE  
TRAINING COMMISSION PO 111023-001 X-REF 47104

9/30/2011  
WA ST CRIMINAL JUSTICE

Notes:

INTRLOC\_00  
INTERLOCAL AGREEMENTS  
12/31/2099  
500176851

Jul 27, 2011 FSU: M JDE: M SI: M ECM: M

CR: 47706 Date: 7-27-11 Loc: → PO#: 1110023-000



City of Bellevue  
450 110th Ave. NE  
Bellevue, WA 98004

## Contract Amendment # 1

General Services Agreement, PO # 1110023-000, dated 01/01/2011, between the City of Bellevue and Criminal Justice training Center, is hereby amended as follows:

### Date Extension Changes:

Amend: General Services Agreement; 2. Term of Contract; A:

Contractor will begin providing services on, or about 01/01/2011, or upon contract execution (signature of both parties), whichever is later, and will complete services on 06/30/2011, however, Contractor shall not initiate, or otherwise begin work on any services covered by this agreement until notification to proceed is provided by the City's designated personnel, as identified below.

To Read: General Services Agreement; 2. Term of Contract; A:

Contractor will begin providing services on, or about 01/01/2011, or upon contract execution (signature of both parties), whichever is later, and will complete services on 09/30/2011, however, Contractor shall not initiate, or otherwise begin work on any services covered by this agreement until notification to proceed is provided by the City's designated personnel, as identified below.

Any act done by either party consistent with the authority of the General Services Services Agreement after the previous expiration date and prior to the effective date of this amendment, is hereby ratified as having been performed under the General Services Services Agreement as it existed prior to this amendment.

All other terms and conditions shall remain the same.

**Contractor:** Criminal Justice training Center

By:

W. J. Hane

**City of Bellevue:**

By:

Patricia Foran

Department Director

Executed this 13 day of July, 2011

Approved as to form:

By:

Thomas P. Roche

Assistant City Attorney

## AGREEMENT

This agreement is made and entered into by and between the City of Bellevue and the Washington State Criminal Justice Training Commission, hereinafter referred to as the "Commission".

Whereas, Gordon McConnell (Employee) is employed by the City of Bellevue Municipal Probation Division as a Probation Officer; and

Whereas the Commission, pursuant to RCW 43.101, is empowered to provide programs and standards for the training of criminal justice personnel and in conjunction therewith may contract with individuals and agencies for the purpose of providing training; and

Whereas, the Commission desires to contract with the City of Bellevue for the full-time services of Employee for the purposes of academy curricula development for the Misdemeanant Probation Counselor Academy.

Now therefore, for and in consideration of the mutual promises set forth hereafter, the parties hereto mutually agree as follows:

**(1) Term**

This agreement shall commence on January 1, 2011 or as soon thereafter as the agreement is fully executed by both parties and terminate on June 30, 2011 subject to any prior termination as provided herein and unless extended by written mutual agreement of the parties hereto.

**(2) City of Bellevue Responsibilities**

- A. The City of Bellevue Municipal Probation Division shall release Employee from his regular duties as a City Probation Officer.
- B. The City of Bellevue shall continue to pay Employee his full salary, all City benefits and all increases to said salary or benefits to which he would normally be entitled, during the period of Employee's service to the Commission.
- C. The City of Bellevue shall extend to Employee all rights, privileges, and benefits attendant to and resulting from his employment by the City of Bellevue, including any and all promotional opportunities otherwise available to him. Employee shall be covered by the City's Human Resources policies and procedures while providing services to the Commission.
  1. In the event of any injury to, or the illness or death of Employee while acting in performance of this agreement, the City of Bellevue shall pay to Employee medical/health and workers' compensation benefits and other compensation, to the same extent and in the same manner as if such injury, illness, or death had occurred during work assignment in and for the City of Bellevue. The Commission shall be responsible for reimbursement for such benefits as outlined below.

agreements pursuant to professional development entered into by the City of Bellevue with Employee prior to his service to the Commission that serve as a condition of his employment with the City of Bellevue will be honored by the Commission with cost of said training incurred by the City of Bellevue.

**(4) Agreements Outside of This Agreement**

This agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all agreements, either written or oral, between the parties, if any, related to this employee. The parties agree that neither of them has made any representations, including the executing and delivery hereof, except such representations as are specifically set forth herein; and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this agreement.

**(5) Modification**

No waiver or modification of this agreement or any covenants, conditions, or limitations herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith; and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding or litigation between the parties hereto arising out of or affecting this agreement, or their rights or obligations of the parties hereunder, unless such waiver or modification is in writing duly executed as aforesaid; and the parties further agree that the provisions of this section may not be waived except as herein set forth.

**(6) Termination of Agreement**

This agreement may be terminated without cause at any time by mutual agreement of the parties hereto, or by either party after sixty (60) days following the other party's receipt of written intent to terminate.

The parties retain the right to cancel this agreement upon ten (10) day's written notice to the other party if either party breaches any of the provisions of this agreement. It shall not be considered a breach of this Agreement for the Employee to take leave authorized by federal and/or state law.

In the event of termination under this section, the City of Bellevue will be entitled to receive, to the date of such termination on a pro rata basis, the compensation as set forth in Section 2 and 3, above.

**(7) City of Bellevue Held Harmless**

The Commission agrees to defend, indemnify and hold the City of Bellevue, its officers, employees and agents harmless from any liability or claim of liability which may arise from acts or omissions occurring:

- (a) in performance of services reasonably related to this agreement, and
- (b) either at the request of or under the direction and under control of the Commission, its agents or employees.

**(8) Venue Stipulation**

This agreement shall be construed as having been made and delivered with the state of Washington, and the laws of the state of Washington shall be applicable to its

CR# \_\_\_\_\_ Date: 7-27-11 PO # & Loc: 1110023-001



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

### Contract Routing Form

**Current Contract Information:**

**Contract Title:**  
Probation Agreement with WA Criminal Justice Training Commission  
**Contract Description:**  
Reimburse City for Cost of Gordon McConnell to Develop curriculum for CJTC  
**Total Contract Value:**  
**This Amendment Value:** N/A

**Department:**  
Parks - 587  
**Contract Manager:**  
Tandra Schwamberg  
**Contract Type:**  
Other  
**Contract Form:**

**Maximo User:** Yes

**Budget Expenditure:**  
Revenue

Date Extension Only

**Vendor Information:**

**Is this a new vendor?**  
**Vendor Name:** WA St Criminal Justice Trng Commission  
**JDE Vendor Number:** 33684  
**Is this vendor an independent contractor?**

**Tax ID #:**  
**COB License #:**  
**UBI #:**  
**Contractor's License #:**

**Contract Terms:**

**Original Effective Date:** 07/01/2011 **End Date:** NEW 09/30/2011 **Subject To:** No Renewal

**Related Contract Information:**

**Is this an amendment/change order/renewal?** Yes #1

**Council Approval:**

**Does this contract require council approval?** No N/A

<u>Route:</u>	<u>In</u>	<u>Out</u>
Contracting Services: <u>M Schwamberg</u>	<u>7/22/11</u>	<u>7/22/11</u>
Information Technology: <u>N/A</u>		
Legal: <u>See Attached</u>		
Insurance Reviewed By: <u>Jeanne Nicolai</u>	<u>7/22/11</u>	<u>7/25/11</u>
Department Director: <u>See Attached</u>		
Contracting Services:		
Return To: <u>Tandra Schwamberg</u>		
City Clerk's Office: <u>M. Tolson</u>	<u>7-27-11</u>	<u>7-27-11</u>

**Selection Method:**

Selection Method:

Roster Service: -

Solicitation Issue Date:

Solicitation Due Date:

Length Bid/Proposal is valid for:

Bid/RFP/RFQ #:

Bid/RFP/RFQ/ITQ Title:

Grant Money Involved in contract?

Quote #	Vendor Name	MWDBE	Fee/Cost
		<input type="checkbox"/>	

**Budget Information:**

Line #	Description	GL Date	Account #	Subtotal	Tax	Total

**Additional Comments:**

**CONTRACT REVIEW CRITERIA**

**Contract Title:** Probation Agreement with ... **Vendor Name:**

**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) Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing?
- aa) Is the Vendor on the Federal Debarred Suspended List?

**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?

*No charge - self-insured entities*