



CONTRACTS & AGREEMENTS

ECM INDEX DATA

INTRLOC_00 USDA WILDLIFE SERVICES

File Location

Vendor Name

USDA WILDLIFE SVCS
8/31/2014

Document Type: Interlocal New

Vendor Name: USDA WILDLIFE SERVICES

PO# Location: INTRLOC-000

Effect Date: 3/1/2014

Term Date: 8/31/2014

CR#: 51246

Related CR#: _____

Ordinance: _____

Resolution: 8722

Leg Date: 4/7/2014

Vendor #: 34571

Description: INTERLOCAL AGREEMENT WITH VARIOUS EASTSIDE CITIES FOR WATERFOWL MANAGEMENT PROGRAM PO 1450057-000

Notes:

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099
500176854

1450057.000 COB

Tax-ID NO. 41-0696271

CR# 51246 DATE 4-13-14 LOC INTR LOC-00
Res 8722

Agreement Number: _____ -FA
Account Code: _____
District: _____

COOPERATIVE SERVICE FIELD AGREEMENT
between
City of Bellevue (Cooperator)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project as described below.

Alleviate Damage & Human Health and safety concerns caused by resident Canada Geese

ARTICLE 2

Under the Act of March 2, 1931, as amended (7 USC 426), and the Act of December 22, 1987 (7 USC 426c), the Secretary of Agriculture may conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary considers necessary in conducting the program. Additionally, the Secretary of Agriculture, except for urban rodent control, is authorized to conduct activities to control nuisance mammals and birds and those mammal and bird species that are reservoirs for zoonotic diseases. In carrying out a program of wildlife services involving injurious and/or nuisance animal species or involving mammal and bird species that are reservoirs for zoonotic diseases, the Secretary is authorized to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions.

APHIS-WS and the Cooperator agree:

ARTICLE 3

- APHIS-WS will provide the requested wildlife damage management service;
- The Cooperator will provide, at time of service, a certified or cashier's check, personal check or money order payable to USDA, APHIS in the amount of \$ 2230 for: Labor, Vehicle, & Supplies
- The monies received by APHIS-WS will be used for the purpose stated above.
- The performance of WDM actions by APHIS-WS under this Agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested WDM actions until it has made the determination of such compliance.
- Nothing in this Agreement shall prevent any other individual or organization from entering into separate Agreements with APHIS-WS for the purpose of controlling wildlife damage.
- That APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this Agreement.

ARTICLE 4

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate the requisitioning agency upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress only provides the Agency funds for a finite period under a Continuing Resolution.

ARTICLE 5

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise there from.

ARTICLE 6

APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

All WDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations.

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS provides goods or services on a cost recovery basis to nonfederal recipients.

This Agreement shall become effective March 1, 2014, and shall continue through August 31, 2014 not to exceed one year. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, deposit necessary funds, APHIS-WS is relieved of the obligation to provide services under this Agreement.

Cooperator Name, Address, and Phone Number

Patrick Foran, Director of Parks
16023 NE 8th Street
Bellevue, WA 98008
Bellevue, WA 98008

Phone Number

Fax Number

Patrick Foran 4-11-14
Cooperator's Signature Date

Mark [Signature] 4/21/14
WS Representative Signature Date

NA
State Director's Signature Date

Cooperator's Tax ID No. or Social Security No.
(As required by Debt Collection Improvement Act of 1996)

For Your Action

**2014 Interlocal Agreement for
Waterfowl
(Canada Goose)
Management Program**

Please Note:

Final Form Ready for Your Submittal for Signature and Funding Authorization

**2014 INTERLOCAL AGREEMENT FOR WATERFOWL (CANADA GOOSE)
MANAGEMENT PROGRAM**

WHEREAS, Chapter 39.34.040 RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to communicate and cooperate with other localities on a basis of mutual advantage and thereby to provide services in a manner pursuant to forms of government organization that will accord best with recreational, park and natural resources and other factors influencing the needs and development of local communities and

WHEREAS, the various agencies, cities, counties, Washington State and agencies of the Federal Government listed in Exhibit A - Page 6 of this Agreement, desire to manage waterfowl, especially Canada Geese; and

WHEREAS, all parties require assistance from the Wildlife Services Program of the U.S. Department of Agriculture, to reduce negative impacts on water quality, minimize resource damage, ensure safety from disease for park visitors, and enhance other property managed; and

WHEREAS, yearly surveys by Wildlife Services indicates an increasing population trend for Canada geese in Lake Washington from the previous 10 years, expanding smaller groups of geese in surrounding areas and along Puget Sound, earlier pairing and nesting activity and a larger surplus of other waterfowl species in the Seattle area; and

WHEREAS, this program will be an ongoing resource management activity attempting to maintain a manageable number of birds on a year-to-year basis; and

NOW, THEREFORE, in consideration of the covenants herein, it is mutually agreed as follows:

SECTION I - PURPOSE

The purpose of this Agreement is to provide joint funding for an egg addling program, lethal control, population monitoring and census; mainly of Canada Geese, within King, Pierce, and Snohomish Counties.

This program will assist each party in communicating, maintaining, and managing public and selected and approved private site impacts of surplus waterfowl.

SECTION II - SCOPE OF PROGRAM

Wildlife Services (WS) will receive funds from each participating member for the continuation of an egg addling program, lethal control and evaluation during spring and summer 2014.

Using best management practices WS will carry out an egg addling program, seeking as many accessible nesting areas as possible and will make every effort to minimize damage to the surrounding environment.

With the assistance of Wildlife Services, the WMC members will continue a yearly program to increase monitoring activities that will enhance our location and access of nests on public and private land and to facilitate expanded egg addling program, including advertisement of an addling and nesting location hotline number for the general public and others, posters and webpage advertising and other activities to keep the public well informed of the Waterfowl Management Program.

WS will also implement a program of "lethal control" as requested by the Waterfowl Management Committee, subject to the terms and conditions of a permit to be issued by the U.S. Fish and Wildlife Service. This will be done on a case by case basis in situations where an over population of Canada geese may result in an impact on human health and safety, such as potable water contamination, bird aircraft strikes, disease transmission or other situations as determined by WMC members.

To request lethal control, WMC members must contact the WS District Supervisor or Assistant District Supervisor at 360-337-2778. WS will work with the member agency to determine if removal is warranted and if the location is suitable for removal operations.

WS will provide an annual report to the members of the WMC which will include information regarding egg addling, the general location of nests and number of eggs added, number of geese removed, difficulties encountered and whatever other information would be valuable to the WMC.

2014 will be the twenty-first year of an egg addling program and the thirteenth year utilizing "lethal control". All methods and tools utilized to accomplish addling and "lethal control" activities in 2013 will again be used in 2014.

WS will conduct a standardized monthly goose population survey of selected area parks and will annually conduct up to six goose surveys of Lake Washington by boat. As in previous years, census counts will be expanded using staff from local agencies and participants at times and places to be specified. Survey results will be presented annually to the WMC.

Where possible, educational programs such as 'don't feed wildlife' and interpretive signage will be initiated to inform the public about urban Canada Geese, the associated problems, and the efforts of this committee at addressing those problems.

SECTION III - RESPONSIBILITIES

Each party, represented on the Waterfowl Management Committee, as shown on Exhibit "A", and incorporated by reference herein, will share in the ongoing review of the programs carried out by WS.

Each party agrees that if necessary, an Oversight Committee will be appointed to monitor and report back to the general committee on a regular basis. Three members of the Committee will make up the Oversight Committee chaired by the Seattle Parks and Recreation representative.

SECTION IV - COMPENSATION

The total cost of the 2014 waterfowl management program shall not exceed twenty seven five hundred and twenty-eight dollars (\$27,528).

Each party shall contribute to the financial costs of the program as shown in Table I.

SECTION V - TERM AND EXTENSION

The Term of this Agreement is from January 1, 2014 to December 31, 2014. This Agreement may be extended in time, scope or funding by mutual written consent from all parties referenced herein.

SECTION VI - TERMINATION

This agreement may be unilaterally terminated by any of the parties referenced herein or Wildlife Services upon presentation of written notice to the Oversight Committee at least 30 days in advance of the severance date shown in Section V.

Should termination of this agreement occur without completion of the egg addling, each party shall pay only its' pro rata share of any expenses incurred under the agreement at the date of the termination, and each party shall receive copies of all products resulting from the addling activities up to the time of the termination.

SECTION VII - DELIVERABLE

Using best management practices Wildlife Services will carry out an egg addling program, seeking as many accessible nesting areas as possible and will make every effort to minimize damage to the surrounding environment. Field conditions or changing conditions may increase or decrease the number of eggs addled from previous years' totals. Eggs will be coated with vegetable oil on dates to be determined by USDA-Wildlife Services.

Lethal control will be implemented as requested and the total numbers are established by the U.S. Fish and Wildlife Service Permit. Participants will receive a report on the number of eggs addled and geese euthanized in 2014.

SECTION VIII - FILING

As provided by RCW 39.34.040, this agreement shall be filed prior to its entry and force with the City or County Clerks of the participating parties, the County Auditor and the Secretary of State, and, if found to be necessary, with the State Office of Community Affairs as provided by RCW 39.34.120.

SECTION IX - LIABILITY

Each party to this agreement shall be responsible for damage to person or property resulting from the negligence on the part of itself, its employees, its agents or its officers. No party assumes any responsibility to another party for the consequences of any act or omission of any person, firm, or corporation not a party to this agreement.

EXHIBIT A

2013 WATERFOWL MANAGEMENT COMMITTEE PARTICIPANTS

City of Bellevue.....Dan Acker
City of Kent – Riverbend Golf Course.....Dave Owen
City of Kirkland.....Jason Filan
City of Mountlake Terrace.....Curt Brees
Port of Seattle – Seattle-Tacoma International Airport.....Steve Osmeck
City of Renton.....Kelly Beymer
City of SeaTac.....Roger Chouinard
Tacoma MetroParks.....Marina Becker
City of Tukwila – Foster Golf Links.....Curt Chandler
City of Woodinville.....Amy Ernsinger
Seattle of Parks and Recreation.....Barbara DeCaro
University of Washington.....Charles Easterberg
U.S.D.A. Wildlife Services..... Roger Woodruff
U.S. Fish and Wildlife Service.....Brad Bortner

TABLE I

<u>AGENCIES</u>	<u>CONTRIBUTIONS</u>
City of Bellevue	2230
City of Kent	2230
City of Kirkland	2230
City of Mountlake Terrace	2230
Port of Seattle – SeaTac Airport	2230
City of Renton	2230
City of SeaTac	2230
Tacoma MetroParks	2230
City of Tukwila – Foster Golf Links	2230
City of Woodinville	2230
Seattle Parks and Recreation	2998
University of Washington	2230

All checks will be made payable to the USDA-APHIS-WS, earmarked for the Wildlife Services and sent to the following addresses:

Mr. Roger Woodruff
State Director -Wildlife Services Program
U.S. Department of Agriculture
720 O'Leary Street Northwest
Olympia, Washington 98502
(360) 753-9884

In case of procedural questions regarding this project, please contact:

Roberta Bushman, Administrative Officer
Wildlife Services Program
(360) 753-9884 FAX: 753-9466

For questions regarding implementation of control measures and census, please contact:

District Supervisor 360-337-2778

SECTION X. - SEVERABILITY

...If any section of this agreement is adjudicated to be invalid, such action shall not affect the validity of any section so adjudged.

This agreement shall be executed on behalf of each party by its authorized representative. It shall be deemed adopted upon the date of execution by the last so authorized representative.

This agreement is approved and entered into by the undersigned county and local government units, university and other private parties.

<p>City of Bellevue By: _____ Patrick Foran, Director of Parks and Community Services Date: <u>4-11-14</u></p>	<p>Port of Seattle – Seattle-Tacoma International Airport By: _____ Mark Reis, Airport Director Date: _____</p>
<p>City of Kent By: _____ John Hodgson, Director Date: _____</p>	<p>Seattle Department of Parks and Recreation By: _____ Christopher Williams, Acting Superintendent Date: _____</p>
<p>City of Kirkland By: _____ Kurt Triplett, City Manager Date: _____</p>	<p>City of SeaTac By: _____ Todd Cutts, City Manager Date: _____</p>
<p>City of Mountlake Terrace By: _____ John J. Caulfield, City Manager Date: _____</p>	<p>Tacoma MetroParks By: _____ Steve Knauer, Director, Parks and Building Services Date: _____</p>
<p>City of Renton By: _____ Denis Law, Mayor Date: _____</p>	<p>City of Tukwila By: _____ Rick Still, Parks and Recreation Director Date: _____</p>
<p>City of Woodinville By: _____ Richard A. Leahy, City Manager Date: _____</p>	<p>University of Washington By: _____ Jude Van Buren Director of Environmental, Health & Safety Date: _____</p>

City of Bellevue

By: _____

Brad Miyake

Acting City Manager

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. _____, authorizing execution of an Interlocal Agreement between Bellevue and the cities and organizations of Kent, Kirkland, Mountlake Terrace, Port of Seattle, Renton, SeaTac, Tacoma, Tukwila, Woodinville, Seattle Parks and Recreation, University of Washington, USDA Wildlife Services, and the US Fish and Wildlife Service for waterfowl management.

FISCAL IMPACT

Participation in this agreement obligates the City to a one-time payment of \$2,230 for 2014. There are sufficient funds budgeted in the 2014-2015 Parks & Community Services Department operation budget.

STAFF CONTACTS

Pat Harris, Grounds Operations Manager, x2930
Dan Acker, Contract Administrator, x6122
Parks & Community Services Department

POLICY CONSIDERATION

This agreement provides for continued regional cooperative efforts to control waterfowl populations, provide public and agency education, and population data collection.

BACKGROUND

Since 1987, the City has actively participated on the Seattle Metropolitan Waterfowl Management Committee. This committee, comprised of local government agencies and private companies, provides direct financial support to USDA Wildlife Services Agency to achieve the regional goals of the committee.

The purpose of this Agreement is to provide joint funding for an egg addling program, and population monitoring and census, mainly of Canada geese, within King and Snohomish Counties. This program will assist each party in communicating, maintaining, and managing both public as well as selected and approved private site impacts of surplus waterfowl.

EFFECTIVE DATE

If approved by Council, this Resolution will become effective immediately.

OPTIONS

1. Adopt Resolution No. _____, authorizing execution of an Interlocal Agreement between Bellevue and the cities and organizations of Kent, Kirkland, Mountlake Terrace, Port of Seattle, Renton, SeaTac, Tacoma, Tukwila, Woodinville, Seattle Parks and Recreation, University of Washington, the USDA Wildlife Services, and the US Fish and Wildlife Service for waterfowl management.
2. Do not adopt Resolution No. _____, and provide alternative direction to staff.

RECOMMENDATION

Adopt Resolution No. _____, authorizing execution of an Interlocal Agreement between Bellevue and the cities and organizations of Kent, Kirkland, Mountlake Terrace, Port of Seattle, Renton, SeaTac, Tacoma, Tukwila, Woodinville, Seattle Parks and Recreation, University of Washington, the USDA Wildlife Services, and the US Fish and Wildlife Service, in the amount of \$2,230, for waterfowl management.

MOTION

Move to adopt Resolution No. _____, authorizing execution of an Interlocal Agreement between Bellevue and the cities and organizations of Kent, Kirkland, Mountlake Terrace, Port of Seattle, Renton, SeaTac, Tacoma, Tukwila, Woodinville, Seattle Parks and Recreation, University of Washington, the USDA Wildlife Services, and the US Fish and Wildlife Service, in the amount of \$2,230, for waterfowl management.

ATTACHMENT

Proposed Resolution No. _____

AVAILABLE IN COUNCIL OFFICE

Interlocal Agreement

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8722

A RESOLUTION authorizing the execution of an Interlocal Agreement between Bellevue and the cities and organizations of Kent, Kirkland, Mountlake Terrace, Port of Seattle, Renton, SeaTac, Tacoma, Tukwila, Woodinville, Seattle Parks and Recreation, University of Washington, USDA Wildlife Services, and the US Fish and Wildlife Service, in the amount of \$2,230, for waterfowl management.

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 an Interlocal Agreement between Bellevue and the cities and organizations of Kent, Kirkland, Mountlake Terrace, Port of Seattle, Renton, SeaTac, Tacoma, Tukwila, Woodinville, Seattle Parks and Recreation, University of Washington, USDA Wildlife Services, and the US Fish and Wildlife Service, in the amount of \$2,230, for waterfowl management, a copy of which agreement has been given Clerk's Receiving No. 51246.

Passed by the City Council this 7th day of April, 2014, and signed in authentication of its passage this 7th day of April, 2014.

(SEAL)



Claudia Balducci, Mayor

Attest:

Myrna L. Basich

Myrna L. Basich, City Clerk

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 8722 authorizing execution of an Interlocal Agreement between Bellevue and the cities and organizations of Kent, Kirkland, Mountlake Terrace, Port of Seattle, Renton, SeaTac, Tacoma, Tukwila, Woodinville, Seattle Parks and Recreation, University of Washington, USDA Wildlife Services, and the US Fish and Wildlife Service for waterfowl management.

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STAFF CONTACTS

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EFFECTIVE DATE

If approved by Council, this Resolution will become effective immediately.

OPTIONS

1. Adopt Resolution No. 8722 authorizing execution of an Interlocal Agreement between Bellevue and the cities and organizations of Kent, Kirkland, Mountlake Terrace, Port of Seattle, Renton, SeaTac, Tacoma, Tukwila, Woodinville, Seattle Parks and Recreation, University of Washington, the USDA Wildlife Services, and the US Fish and Wildlife Service for waterfowl management.
2. Do not adopt Resolution No. 8722 and provide alternative direction to staff.

RECOMMENDATION

Adopt Resolution No. 8722 authorizing execution of an Interlocal Agreement between Bellevue and the cities and organizations of Kent, Kirkland, Mountlake Terrace, Port of Seattle, Renton, SeaTac, Tacoma, Tukwila, Woodinville, Seattle Parks and Recreation, University of Washington, the USDA Wildlife Services, and the US Fish and Wildlife Service, in the amount of \$2,230, for waterfowl management.

MOTION

Move to adopt Resolution No. 8722 authorizing execution of an Interlocal Agreement between Bellevue and the cities and organizations of Kent, Kirkland, Mountlake Terrace, Port of Seattle, Renton, SeaTac, Tacoma, Tukwila, Woodinville, Seattle Parks and Recreation, University of Washington, the USDA Wildlife Services, and the US Fish and Wildlife Service, in the amount of \$2,230, for waterfowl management.

ATTACHMENT

Proposed Resolution No. 8722

AVAILABLE IN COUNCIL OFFICE

Interlocal Agreement

CR# 51246 Date: 4/23/14 PO # & Loc: 1450057.000



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

Contract Routing Form

Current Contract Information:

Contract Title: ²⁰¹⁴ 2013 Interlocal Agreement for Waterfowl Management Program
 Contract Description: See long description below in Additional Comments
 Total Contract Value: \$2,230.00
 This Amendment Value: 0
 Department: Parks - 587
 Contract Manager: Dan Acker
 Contract Type: Professional Service
 Contract Form: Vendor contract document
 Budget Expenditure: Expenditure Contract - Sufficient Funds
 Maximo User: Yes

Service code INT

Vendor Information:

New Vendor?	No	Tax ID#:	410696271
Vendor Name:	Wildlife Services Program/USDA	COB License #:	N/A
JDE Vendor Number:	34571	UBI #:	N/A
Independent Contractor?	Yes	Contractor's Lic. #:	N/A

Contract Term:

Original Effective Date: 03/01/2014 End Date: 08/31/2014
 Subject To: No Renewal

Council Approval:

Does this contract require council approval? Yes

Council Award Date: 4/7/2014 Council Action: Resolution Legislative #: 8722

Route:

		<u>In</u>	<u>Out</u>
Procurement Services:	<u>A. Carlson</u>	<u>3/18/14</u>	<u>3/18/14</u>
Information Technology:	Not Required		
Legal:	<u>[Signature]</u>	<u>3/18/14</u>	<u>3/19/14</u>
Insurance Reviewed By:	<u>[Signature]</u>	<u>3/20/14</u>	<u>3/20/14</u>
Department Director:	<u>[Signature]</u>	<u>4/11/14</u>	<u>4/11/14</u>
Procurement Services:	<u>A. Carlson</u>	<u>4/14/14</u>	<u>4/14/14</u>
Return To:	Julie Orta		
City Clerk's Office:	<u>M. Tomaseo</u>	<u>4-23-14</u>	<u>4-23-14</u>

Related Contract Information:

Amendment/change order/renewal? No

Selection Method:

Selection Method: Interlocal/MOU

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
1	Waterfowl Management	03/01/2014	61681-541000-7680	\$1,115.00	No	\$1,115.00
2	Waterfowl Management	03/01/2014	61850-541000-7690	\$1,115.00	No	\$1,115.00

Additional Comments:

The purpose of this Agreement is to provide joint funding for an egg addling program, population monitoring and census; mainly of Canada Geese, within King and Snohomish Counties. This program will assist each party in communicating, maintaining, and managing public and selected and approved private site impacts of surplus waterfowl.

CONTRACT REVIEW CRITERIA

- | Dept. | PS | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Does the Contract Routing/Approval Form and Contract have consistent information? Y |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Is the Contract Type and template appropriate for the services performed? Y |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate? Y |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is the JDE vendor name and number accurate? Y |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the Company have a Bellevue Business License? If not, date Tax Office was notified? NA State Agency |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If the Company's Tax ID# appears to be a SSN or if we are paying an individual, make a copy of the Routing Form and interoffice to Gail Davis in HR. NA |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)? Y |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is this an amendment or renewal? If so, are the original contract #'s and values indicated? NA |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Has the Selection Method been explained in Additional Comments? Are results attached? FLA |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | If there is an ordinance <u>resolution</u> /motion for this contract, are the date and # noted and a copy attached? 8722 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the contractor meet requirements of the Independent Contractor Threshold question? Y |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is Attachment "A" (Scope of Work and/or Services) attached? Y |
| <input type="checkbox"/> | <input type="checkbox"/> | Is Attachment "B" (Insurance Requirements) attached? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are any additional riders required? If so, which one's? _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Does Insurer have a Best rating of A- or better? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the Contractor identified as the insured? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Contractor have Commercial General Liability, Commercial Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are the policy expiration date(s) on the Certificate of Insurance current? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Contractor have a self-insured retention? Is it above \$50,000? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the City listed as the Certificate Holder? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the Certificate signed? |
| <input type="checkbox"/> | <input type="checkbox"/> | 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? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If this contract requires the payment of Prevailing Wages, are current Wage Rates referenced in Attachment "C"? NA |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the Contractor have an open account with the Washington State Department of Revenue? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are the Contractor's worker's compensation premiums current? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 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?

NA

State Agency