



INTRLOC_00 *CITY OF CLYDE HILL*

File Location

Vendor Name

Document Type: Interlocal New

Vendor Name: CITY OF CLYDE HILL

PO# Location: INTRLOC-000

Effect Date: 8/7/2015

Term Date: 8/6/2016

CR#: 53877

Related CR#:

Ordinance:

Resolution: 8959

Leg Date: 8/3/2015

Vendor #: 37042

Description: INTERLOCAL COOPERATIVE AGREEMENT FOR SPECIALTY
POLICE SERVICES PO 1510410-000

CITY OF CLYDE HILL
8/6/2016

Notes:

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099



1510410.000

CR# 53877 DATE 8-12-15 LOC INT @ LDC-00

AS 8959

INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF BELLEVUE
and
CITY OF CLYDE HILL

This Interlocal Cooperative Agreement ("Agreement") is hereby entered into by and between the City of Bellevue and the City of Clyde Hill to provide law enforcement mutual aid and mobilization between the City of Bellevue and City of Clyde Hill. The authority of the cooperating agencies entering into this Agreement is that authority provided by Washington law including, and subject to, the general powers of the parties, the Washington Interlocal Cooperation Act as codified in RCW Chapter 39.34, RCW 39.34.080, the Washington Mutual Aid Peace Officers Powers Act. This Agreement shall be effective upon the last date of signing below.

I. BACKGROUND

Since 2003, a group of law enforcement agencies have been parties to an Interlocal Cooperative Agreement to provide law enforcement mutual aid and mobilization between the cities of King County, University of Washington Police, and King County. Each party has the power, authority, and responsibility to provide police protection for its citizens within its boundaries. On occasion, the demand for law enforcement services within the City of Clyde Hill may exceed that Department's ability to respond in a timely manner. When that occurs, the police department of other jurisdictions may be capable of providing backup law enforcement services. The City of Clyde Hill Police Department does not have the specialty police units of Special Weapons And Tactics ("SWAT") Team, Hostage Negotiation Team ("HNT"), and Accident Investigations Unit. The City of Bellevue Police Department does have these specialty units.

II. PURPOSE

In order to fulfill the City of Clyde Hill's law enforcement obligations to their citizens, the City of Bellevue desires to provide backup specialty law enforcement services to the City of Clyde Hill under the terms and conditions set forth below. The purpose of this agreement is to document a cooperative effort between the City of Bellevue Police Department and City of Clyde Hill Police Department, and provide for reimbursement to the City of Bellevue for the costs of its Special Weapons And Tactics ("SWAT") Team, Hostage Negotiation Team ("HNT"), and Accident Investigations Unit.

III. REQUEST FOR ASSISTANCE

In the event of a major emergency requiring specialized law enforcement, the first law enforcement resources to be used shall be those of the City of Clyde Hill. In the event that such resources are inadequate for the City of Clyde Hill Police Department to safely control the situation or there is a need for a specialized unit, a request for mutual aid under this Agreement will be made by the City of Clyde Hill to the City of Bellevue or other local police agencies pursuant to their current and ongoing mutual aid agreements with the City of Clyde Hill. Such

requests for specialized assistance from the City of Bellevue shall if possible, specify the type of public safety agency, the number of members requested, the types of equipment required, and shall further specify where and to whom such members are to report and where and to whom the equipment should be delivered.

The City of Clyde Hill hereby consents to the full exercise of peace powers, within the City of Clyde Hill, Washington, by any and all properly certified or exempted police officers of the City of Bellevue. Rendering assistance under the terms of this Agreement shall not be mandatory, except that if assistance can't be rendered, the requestee should immediately inform the requestor if, for any reason, assistance cannot be rendered. It is understood that consideration as to whether assistance can be provided or not must be determined by the City of Bellevue.

IV. OPERATIONAL COMMAND

In the event of mobilization under this Agreement, the City of Clyde Hill shall take charge of the operations utilizing the Incident Command System unless the City of Clyde Hill specifically requests that a different agency or unit fulfill this responsibility, or unless the scope of the situation is multi-jurisdictional, in which case the provisions of the Statewide Mutual Aid plan become operative. Taking charge of an operation shall include directing the assignment of all personnel and equipment. The assigning of duties to officers of the City of Bellevue shall be made by the supervising officer of the City of Clyde Hill Police Department unless that responsibility is delegated to a different agency.

V. PRESS RELEASES

The parties will coordinate press releases relating to joint activities under this Agreement. In the case of ongoing operations, all such press releases will be made with due regard for the integrity of the operation and the safety of officers.

VI. INDEPENDENT CONTRACTOR

The parties acknowledge and agree that in the performance of this Agreement, they are acting as independent contractors and not as agents of each other.

VII. COMPENSATION

The City of Clyde Hill will reimburse the City of Bellevue for the full and actual cost of the responding officers' overtime salary, reasonable costs, and all related benefits stemming from a response under this Agreement. The City of Bellevue will bill the City of Clyde Hill for the above costs within 15 days of the response and be paid by the City of Clyde Hill no later than 45 days after the response mobilized under this Agreement. Additional backup materials should include any documents that verify salary and benefits of the responding officers. Invoices should be sent to the Clyde Hill Police Department's fiscal manager. Payment should be sent to the Bellevue Police Department's fiscal manager.

CHPD Fiscal Manager

BPD Fiscal Manager

9605 NE 24th Street
Clyde Hill, WA 98004

PO Box 90012
Bellevue, WA 98004

VIII. INDEMNIFICATION

Each party to this agreement agrees to indemnify and hold harmless the other participating party and their elected officials, officers, employees, from any loss, claim, judgment, settlement or liability, including costs and attorney's fees, arising out of and to the extent caused by the negligent acts or omissions of the indemnifying party related to activities under this agreement. For this purpose, each indemnifying party, by mutual negotiation, hereby waives, as respects to the non-indemnifying party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the non-indemnifying party incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the indemnifying party.

IX. INSURANCE

Each party shall maintain insurance that is sufficient to protect itself against all applicable risks associated with this Agreement. Each party will be liable for all negligent loss or damage, other than ordinary wear and tear, to the other party's property in its possession or control. In the event of any such loss or damage, the damaging party will pay the other the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage.

X. DURATION

The term of this agreement shall be one year beginning upon the last date signed below. This Agreement shall automatically extend for consecutive one-year periods until termination as provided herein.

XI. TERMINATION

The parties may terminate this Agreement at any time upon 90 days prior written notice to the other party.

XII. MODIFICATION

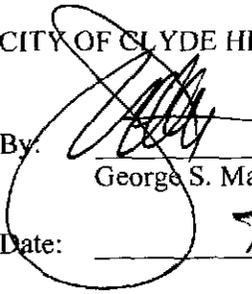
The parties may amend, modify, or supplement this Agreement only by written agreement executed by all parties hereto.

XIII. SEVERABILITY

If any part, paragraph, section, or provision of this agreement is held to be invalid by any court of competent jurisdiction in the State of Washington, such adjudication shall not affect the validity of any remaining section, part, or provision of this agreement.

In witness thereof, the parties hereto have executed this Agreement by their duly authorized officials:

CITY OF CLYDE HILL

By: 
George S. Martin, Mayor

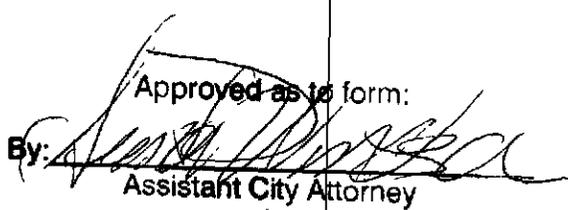
Date: 7/29/15

CITY OF BELLEVUE

By: Kate Berens
Kate Berens, Deputy City Manager

Date: 8-5-15

Approved as to form:

By: 
Assistant City Attorney

Date: 7/28/15

Windsor, Siona

From: Chin, Melissa
Sent: Tuesday, July 28, 2015 9:49 AM
To: Windsor, Siona
Subject: FW: MOU for Clyde Hill

You can put today's date for Clyde Hill. Mayor's confirmation email below.

From: Mayor Martin [<mailto:Mayor@clydehill.org>]
Sent: Tuesday, July 28, 2015 9:47 AM
To: Kyle Kolling
Cc: Mitch Wasserman; Chin, Melissa
Subject: Re: MOU for Clyde Hill

It is ok to date agreement. George martin, mayor city of Clyde hill

On Jul 28, 2015, at 9:31 AM, Kyle Kolling <KyleK@clydehill.org> wrote:

Mayor Martin & Mitch,

Can you please respond to Melissa's email in regards to allowing permission to add a date to Mayor Martin's signature.

Thank you,

Kyle

From: MChin@bellevuewa.gov [<mailto:MChin@bellevuewa.gov>]
Sent: Monday, July 27, 2015 3:48 PM
To: Kyle Kolling
Subject: RE: MOU for Clyde Hill

Thank you! We received a copy of the signed Clyde Hill MOU. We noticed Mayor Martin did not date his signature block when he signed. Can you please get confirmation from him in email that it is okay for us to date his signature block for him and what date to put in? Other than the dated signature block, we are good to go on our end Thanks!

From: Chin, Melissa
Sent: Tuesday, July 21, 2015 11:55 AM
To: 'Kyle Kolling'
Subject: RE: MOU for Clyde Hill

Thank you! I am located in the police department admin offices. You can check in at the 2nd floor police dept front desk (address below) or drop it off there if you are in a rush. We will route it to the City Manager for signature Thanks!

Melissa Chin

Legal Advisor
Bellevue Police Department
450 110th Ave NE
Bellevue, WA 98009
mchin@bellevuewa.gov
Phone: (425) 452-7826

E-MAIL CONFIDENTIALITY NOTICE The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not an intended recipient of this message or if this message has been addressed to you in error, please immediately notify the sender and delete this message and any attachments. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

From: Kyle Kolling [<mailto:KyleK@clydehill.org>]
Sent: Tuesday, July 21, 2015 11:53 AM
To: Chin, Melissa
Subject: RE: MOU for Clyde Hill

Melissa,

I have the two signed copies, can deliver tomorrow! Where are you located?

Kyle

Carlson, Angela

From: Nunnelee, Sandra J
Sent: Tuesday, August 04, 2015 7:29 AM
To: Carlson, Angela
Cc: Keys, Terry; Lindow, John; Robinson, Jamie; Rector, Liz; Dompier, Stephanie
Subject: RE: Council 8/3/15

Yes, everything did pass last night.

Sandra Nunnelee
Executive Assistant to the City Council
450 110th AVE NE
Bellevue, WA 98004
425-452-4088 Direct Line
snunnelee@bellevuewa.gov
www.bellevuewa.gov

From: Carlson, Angela
Sent: Tuesday, August 04, 2015 07:01
To: Nunnelee, Sandra J.
Cc: Keys, Terry; Lindow, John; Robinson, Jamie; Rector, Liz; Dompier, Stephanie; Carlson, Angela
Subject: Council 8/3/15

Hi,

Did everything pass last night?

Thanks,
Angela Carlson
City of Bellevue Finance
450 - 110th Ave NE
Bellevue, WA 98004
acarlson@bellevuewa.gov
425-452-4328 ofc
425-452-4483 fax

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8959

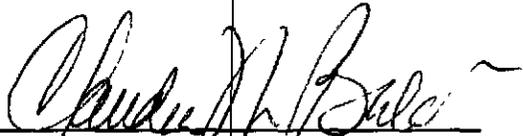
A RESOLUTION authorizing execution of an Interlocal Agreement between the City and Clyde Hill for mutual aid assistance, specifically of Bellevue Police Department's specialty police units of Special Weapons And Tactics Team ("SWAT"), Hostage Negotiation Team ("HNT"), and Accident Investigations Unit.

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 the City and Clyde Hill for mutual aid assistance, specifically of Bellevue Police Department's specialty police units of Special Weapons And Tactics Team ("SWAT"), Hostage Negotiation Team ("HNT"), and Accident Investigations Unit, a copy of which agreement has been given Clerk's Receiving No. _____.

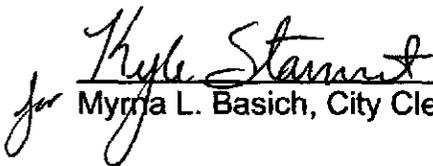
Passed by the City Council this 3rd day of August, 2015, and signed in authentication of its passage this 3rd day of August, 2015.

(SEAL)



Claudia Baldubci, Mayor

Attest:



for Myrria L. Basich, City Clerk

August 3, 2015

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 8959, authorizing execution of an Interlocal Agreement between Bellevue and Clyde Hill for mutual aid assistance, specifically of Bellevue Police Department's specialty police units of Special Weapons And Tactics Team ("SWAT"), Hostage Negotiation Team ("HNT"), and Accident Investigations Unit

FISCAL IMPACT

This proposal will have no direct fiscal impact because the City will not be paying for services authorized by the Interlocal Agreement. Clyde Hill agrees to reimburse Bellevue for the full and actual cost of the responding officers' overtime salary and all related benefits stemming from a response under this Agreement.

STAFF CONTACT

Steve Mylett, Chief, (425) 452-2031
Mike Johnson, Deputy Chief, (425) 452-4288
Melissa Chin, Legal Advisor, (425) 452-7826
Police Department

POLICY CONSIDERATION

Should the City authorize an Interlocal Agreement with the City of Clyde Hill to provide mutual aid law enforcement assistance?

DIRECTION NEEDED FROM COUNCIL

 X Action

BACKGROUND

RCW Chapter 10.93, the Washington Mutual Aid Peace Officers Powers Act, requires law enforcement agencies to enter into an Interlocal Agreement to provide assistance to another law enforcement agency through exchange of personnel for law enforcement purposes. RCW Chapter 39.34, the Interlocal Cooperation Act, requires legislative approval of such Interlocal Agreements.

The City of Clyde Hill Police Department does not have the specialty police units of Special Weapons And Tactics Team ("SWAT"), Hostage Negotiation Team ("HNT"), and Accident Investigations Unit. The City of Bellevue Police Department does have these specialty units and the capability of providing back up law enforcement services when the need arises. On occasion, the demand for law enforcement services within the City of Clyde Hill may exceed the Clyde Hill Police Department's ability to respond in a timely manner; and in order to fulfill the City of Clyde Hill's respective law enforcement obligations to their citizens, Bellevue agrees to provide backup specialty law enforcement services to Clyde Hill under the terms and conditions set forth in this Interlocal Agreement. The purpose of this Agreement is to document a cooperative effort between Bellevue and the City of Clyde Hill Police Department and to provide for reimbursement to the City of Bellevue for the costs of its Special Weapons And Tactics Team ("SWAT"), Hostage Negotiation Team ("HNT"), and Accident Investigations Unit. Clyde Hill agrees to reimburse Bellevue for the full and actual cost of the responding officers' overtime salary, reasonable costs, and all related benefits stemming from a response under this Agreement

EFFECTIVE DATE

If approved, this Resolution becomes effective immediately upon Council adoption.

OPTIONS

1. Adopt the Resolution authorizing execution of an Interlocal Agreement between Bellevue and Clyde Hill for mutual aid assistance, specifically of BPD's specialty police units of Special Weapons And Tactics Team ("SWAT"), Hostage Negotiation Team ("HNT"), and Accident Investigations Unit.
2. Do not adopt the Resolution and provide alternative direction to staff.

RECOMMENDATION

Option 1.

MOTION

Move to adopt Resolution No. 8959, authorizing execution of an Interlocal Agreement between the City of Bellevue and the City of Clyde Hill for mutual aid assistance, specifically of BPD's specialty police units of Special Weapons And Tactics Team ("SWAT"), Hostage Negotiation Team ("HNT"), and Accident Investigations Unit.

ATTACHMENTS

Proposed Resolution No. 8959

AVAILABLE IN COUNCIL DOCUMENT LIBRARY

Interlocal Agreement

3231-RES
7/30/2015

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8959

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(SEAL)



Claudia Balducci, Mayor

Attest:



for Myrta L. Basich, City Clerk

August 3, 2015

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ATTACHMENTS

Proposed Resolution No. 8959

AVAILABLE IN COUNCIL DOCUMENT LIBRARY

Interlocal Agreement

CR# 53877 Date: 8-12-15 PO # & Loc: 1510410.000



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

Contract Routing Form

Current Contract Information:

Contract Title: Clyde Hill Specialty Police Services
 Contract Description: ILA between Clyde Hill and Bellevue for specialty police services.
 Total Contract Value: 0
 This Amendment Value: N/A
 Department: Police - 593
 Contract Manager: Carl Krikorian
 Contract Type: Interlocal Agreement (ILA)
 Contract Form: Custom contract document
 Budget Expenditure: No Budget Impact (Explain in Additional Comments)
 Maximo User: No

ILA

Vendor Information:

New Vendor? No
 Vendor Name: City of Clyde Hill
 JDE Vendor Number: 37042
 Independent Contractor? Yes
 Tax ID#: _____
 COB License #: _____
 UBI #: _____
 Contractor's Lic. #: _____

Contract Term:

Original Effective Date: 08/07/2015
 End Date: 08/06/2016
 Subject To: Four 1-year renewals

Council Approval:

Does this contract require council approval? Yes

~~8/15/15~~

Route:

		<u>In</u>	<u>Out</u>
Procurement Services:	<u>A Carlson</u>	<u>7/13/15</u>	
Information Technology:	<u>Not Required</u>		
Legal:	<u>Smallwood</u>	<u>7/13/15</u>	<u>7/28/15</u>
Insurance Reviewed By:	<u>Paul B...</u>	<u>7/29/15</u>	<u>7-29-15</u>
Department Director:	<u>see contracts</u>	<u>8/10/15</u>	
Procurement Services:	<u>A Carlson</u>	<u>8/10/15</u>	<u>8/10/15</u>
Return To:	<u>Carl Krikorian</u>		
City Clerk's Office:	<u>M. TOMASEW</u>	<u>8-12-15</u>	<u>8-12-15</u>

RISK
C/MO

CONTRACT REVIEW CRITERIA

Dept.	PS	
<input type="checkbox"/>	<input type="checkbox"/>	Does the Contract Routing/Approval Form and Contract have consistent information?
<input type="checkbox"/>	<input type="checkbox"/>	Is the Contract Type and template appropriate for the services performed?
<input type="checkbox"/>	<input type="checkbox"/>	Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate?
<input type="checkbox"/>	<input type="checkbox"/>	Is the JDE vendor name and number accurate?
<input type="checkbox"/>	<input type="checkbox"/>	Does the Company have a Bellevue Business License? If not, date Tax Office was notified? _____
<input type="checkbox"/>	<input type="checkbox"/>	If the Company's Tax ID# appears to be a SS#, or if we are paying an individual, make a copy of the Routing Form and interoffice to Gail Davila in HR.
<input type="checkbox"/>	<input type="checkbox"/>	Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
<input type="checkbox"/>	<input type="checkbox"/>	Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
<input type="checkbox"/>	<input type="checkbox"/>	Has the Selection Method been explained in Additional Comments? Are results attached?
<input type="checkbox"/>	<input type="checkbox"/>	If there is an ordinance/resolution/motion for this contract, are the date and # noted and a copy attached?
<input type="checkbox"/>	<input type="checkbox"/>	Does the contractor meet requirements of the Independent Contractor Threshold question?
<input type="checkbox"/>	<input type="checkbox"/>	Is Attachment "A" (Scope of Work and/or Services) attached?
<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 type="checkbox"/>	If this contract requires the payment of Prevailing Wages, are current Wage Rates referenced in Attachment "C"?
<input type="checkbox"/>	<input type="checkbox"/>	Does the Contractor have an open account with the Washington State Department of Revenue?
<input type="checkbox"/>	<input type="checkbox"/>	Are the Contractor's worker's compensation premiums current?
<input type="checkbox"/>	<input type="checkbox"/>	Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing?
<input type="checkbox"/>	<input 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?