



INTRLOC_00

KING COUNTY SHERIFF'S OFFICE

File Location

Vendor Name

KC SHERIFF'S OFFICE
10/28/2016

Document Type: Interlocal New

Vendor Name: KING COUNTY SHERIFF'S OFFICE

PO# Location: INTRLOC-000

Effect Date: 10/29/2015

Term Date: 10/28/2016

CR#: 57125

Related CR#: _____

Ordinance: _____

Resolution: _____

Leg Date: _____

Vendor #: 71531

Description: MOU - RAVENSDALE SHOOTING RANGE USE AGREEMENT
PO 1510659-000

Notes:

INTRLOC_00
INTRLOCAL AGREEMENTS
10/31/2015
1510659

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF BELLEVUE
and
KING COUNTY

This Memorandum of Understanding is made by and between the City of Bellevue and King County. King County, through the King County Sheriff's Office ("KCSO"), operates the Ravensdale Shooting Range, located at 26520 292nd Ave SE, Ravensdale, WA 98501 (Ravensdale Range). In consideration of King County permitting the City of Bellevue to use its premises for training purposes as described below, IT IS MUTUALLY AGREED THAT:

1. The purpose of this Agreement is to provide access to the Ravensdale Range to the City of Bellevue Police Department's Special Weapons and Tactics (SWAT) Team for various training, including but not limited to training with firearms, bombs and explosive breaching, and obstacle courses. The Breaching Façade located at the upper level of the Ravensdale Range is the only approved area to be utilized for: a. Forcible Entry, b. Forcible Shotgun Entry, and c. Forcible Explosive Entry.

The City of Bellevue Commander or designee shall arrange a meeting with KCSO Ravensdale Range Commander or designee and KCSO Bomb Disposal Unit (BDU) for a walk-through of the facility prior to the day the training and review of the City's training plan. The City of Bellevue will submit its signed training plan to KCSO for approval.

2. Site access will be granted to the City of Bellevue Police Department under this Agreement once the Bellevue Police Department Training Coordinator submits potential training dates with work hours to the KCSO Range Master. The Range Master will review the dates for potential conflicts and approve the dates for training. Before use of the Range, the City of Bellevue will provide the Range Master with either a signed Emergency Medical Treatment Authorization form or written affirmative objection to emergency medical care for each City of Bellevue employee who will be training at the Range on the specific date(s).

3. The City of Bellevue shall conduct its activities only on mutually agreed areas of the Ravensdale Range.

4. The City of Bellevue access shall be at its sole risk and any damage or destruction to the Ravensdale Range may expose the City of Bellevue staff to hazards or hazardous conditions. KCSO Ravensdale Range makes no representations, warranties, or covenants as to the fitness of the Site for the City of Bellevue's intended use and the City of Bellevue assumes all liability related to its use of the Ravensdale Range.

5. The City of Bellevue will maintain the following liability/casualty, property, worker's compensation and any other appropriate insurance to cover the activities of members of the City of Bellevue, the City of Bellevue's employees and agents as evidenced by a certificate of insurance signed by The City of Bellevue's insurer and delivered to KCSO Ravensdale Range prior to the City of Bellevue's entry onto the Site covering the duration of the City of Bellevue's activities thereon:

- a. General Liability: \$5,000,000 combined single limit for Bodily Injury and Property Damage per occurrence; \$5,000,000 aggregate
- b. Automobile Liability: \$5,000,000 combined single limit
- c. Workers Compensation: WA Statutory limits
- d. Employers Liability or "Stop Gap": \$1,000,000

KCSO Ravensdale Range acknowledges the City of Bellevue may be self-insured or insured through self-insurance risk pools. KCSO Ravensdale Range acknowledges and expressly agrees that the insurance requirements set forth above are met by these jurisdictions' self-insurance or participation in a self-insured risk pools

The City of Bellevue maintains a fully funded or documented Insurance program as required by city or agency involved for the protection and handling of the cities or agency liabilities including injuries to persons and damage to property.

6. The City of Bellevue shall indemnify, defend, and hold harmless King County, and their respective staff, officials, officers, employees, and agents from and against any and all losses, costs, damages, expenses, liabilities, liens, taxes, demands, claims, arbitrations, lawsuits, and any other legal actions (including without limitation interest, penalties and reasonable contractor, attorney and other legal fees incurred in connection with any of the foregoing) that may be asserted against, incurred or suffered by, imposed on, or awarded against King County by anyone, including employees of the City of Bellevue, arising out of or in connection with, in whole or in part: (i) the use by the City of Bellevue of the Ravensdale Range whether due to the condition of the Range, any act or omission of the KCSO Range, or any other cause; but not due to intentional or criminal conduct of King County or any of its officials, employees, officers, agents, consultants or contractors, (ii) the performance or nonperformance hereof by Bellevue Swat Team, its directors, officials, officers, employees, agents or anyone claiming under the City of Bellevue in the use of the Ravensdale Range; (iii) the negligent or intentional acts or omission of the City of Bellevue, its directors, officials, officers, employees or agents in performing its obligations hereunder; or (iv) any violation of an federal, state or local statute, ordinance, code or regulation by the City of Bellevue, its directors, officials, officers, employees or agents in connection with this Agreement..

7. This Agreement shall be in full force and effect for the period of one year commencing on the date of the City of Bellevue's signature.

8. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the King County and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

9. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions hereof shall remain fully enforceable.

10. Notices to the City of Bellevue shall be sent to the following address:
- Bellevue Police Department
 - 450 110th Ave NE
 - PO Box 90012
 - Bellevue, WA 98009

11. Applicable Law; Venue/Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Memorandum of Understanding and Agreement:

Parties authorized to sign:

The City of Bellevue

Stephen L. Myler Date 10/29/15

STEPHEN L. MYLER
Printed Name **Chief of Police**

King County

John Uroukant Date 10/9/15

JOHN UROUKANT
Printed Name **SHERIFF**

Emergency Medical Treatment Authorization

I authorize qualified emergency medical personnel, including a physician and staff, including specialists, to examine myself if I am injured and to administer emergency medical care.

Signed: _____ Dated: _____

Name: _____

Agency: _____

Contact Information for Supervisor: _____

Dates of Training: _____

Will you train periodically? _____ Yes _____ No

If you will train periodically, this Hold Harmless will remain in effect for one year from the date of the first training, then you must renew it.

AGENCY APPROVAL

APPROVAL: I, _____, am the supervisor of _____. I have approved his/her request to train at the Ravensdale Range on the specific dates noted above or periodically over the course of the following year.

Name of Supervisor: _____ Date: _____



CR# 57125 Date: 11-20-15 PO # & Loc: 1510659 000

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

Contract Routing Form

Current Contract Information:

Contract Title: Ravensdale Shooting Range Use agreement
Contract Description: Provides Bellevue PD access to Ravensdale Shooting Range for various SWAT training exercises
Total Contract Value: 0
This Amendment Value: N/A
Department: Police - 593
Contract Manager: Carl Krikorian
Contract Type: Memo of Understanding (MOU)
Contract Form: Custom contract document
Budget Expenditure: No Budget Impact (Explain in Additional Comments)
Maximo User: No

MOU

Vendor Information:

New Vendor? No
Vendor Name: King County Sheriff's Office
JDE Vendor Number: 71531
Independent Contractor?
COB License #:
UBI #:
Contractor's Lic. #:

Contract Term:

Original Effective Date: 10/29/2015
End Date: 10/28/2016
Subject To: No Renewal

Council Approval:

Does this contract require council approval? No

Route:

	<u>In</u>	<u>Out</u>
Procurement Services: <u>AK</u>	_____	_____
Information Technology: Not Required	_____	_____
Legal: _____	_____	_____
Insurance Reviewed By: _____	_____	_____
Department Director: _____	_____	_____
Procurement Services: _____	_____	_____
Return To: Carl Krikorian	_____	_____
City Clerk's Office: <u>M-Toranzo</u>	<u>11-20-15</u>	<u>11-20-15</u>

for recording purposes.

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"/> | 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?