BELLEVUE RECORDS MANAGEMENT

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:** Seattle Fire Department

***JDE PO Number:** 850453.000

***Effective Date:** 09/15/2008

***Termination Date:** 09/15/2009

Amendment Effective Date: /

***Clerk's Receiving Number:** 44519

Related Receiving Number: /

Bid/RFP/RFQ/ITQ Number: /

Ordinance Number:

Resolution Number: 7791 09.15.2008

CIP Number: /

Project Name: 2008 Seattle Fire Heavy Rescue Training Interlocal

Site Name: /

Vendor Number: 75106

File Location: 09.464

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

FD

Face Sheet Date: 06.22.2009 C JDE CL

Scan/ Index Date: 6-22-09 MT ECM

CR# 44519 DATE 06-22-09 Loc 09-404
Res 7791 PO 850453-000

ORIGINAL

INTERLOCAL AGREEMENT

WHEREAS, the Seattle Fire Department ("Seattle") has developed an intensive DHS approved educational program in Weapons of Mass Destruction (WMD) and Heavy Rescue Operations instruction; and

WHEREAS, the Bellevue Fire Department ("Bellevue") Special Operations members wish to take advantage of this program in order to prepare themselves to meet heavy rescue needs in Bellevue and through out the region under its mutual aid agreements; and

WHEREAS, the Bellevue Fire Department is the recipient of a Urban Area Security Initiative (UASI) grant for the purposes of providing WMD/Structural Collapse and Heavy Rescue Operations training,

NOW THEREFORE, Seattle and Bellevue herby enter into the following agreement for WMD/Structural Collapse and Heavy Rescue Operations course:

Provisions Applicable to Bellevue:

1. The Bellevue Fire Chief' shall designate a point of contact to represent the Department.

2. Provide up to 14 members of the Bellevue Fire Department to participate in the class along with 10 other members from other regional Departments.

3. Provide adequate proof of self insurance to Seattle.

4. Pay Seattle an amount not to exceed $63,000 within 30 days of submittal of an invoice detailing costs and expenses consistent with those expenses detailed in Attachment A to this Agreement.

5. Help with the development of a skill-appropriate curriculum and prior to the commencement of the class, conduct a skill assessment of attendees in accordance with the heavy rescue training parameters set out by Seattle.

Provisions Applicable to Seattle:

1. Develop curriculum and a structural collapse/WMD heavy rescue class taught to the technician level with the objective of improving heavy rescue capacity in the region. Curriculum will be developed in accordance with Nation Fire Protection Association (NFPA) 1670 and 1006, the Federal Emergency Management Agency (FEMA) structural Collapse Technician Course and the skill assessment of attendees conducted by Bellevue Fire Department per section four above.

2. Instruction will begin on Monday, October 13, 2008 and conclude Friday, October 17, 2008 between the hours of 08:45 and 18:00 at the Joint Training Facility located at 9401Myers Way South Seattle, Washington.

3. Provide all instructors, site preparation, prop design, student materials, all disposable and non-disposable supplies and equipment, heavy rescue equipment, lumber and necessary vendor support.

4. Provide adequate proof of self insurance to Bellevue.

Provisions Applicable to Bellevue and Seattle:

1. The laws of the State of Washington shall apply to this Agreement and any cause of action brought by either party to enforce any of the provisions of this Agreement shall be brought in King County Superior Court.

2. All remedies available in law or equity shall apply to any breech of this Agreement

3. The parties agree to protect, defend, indemnify and save harmless each other and each other's officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from each party's own negligent acts or omissions. The parties agree that their obligations under this paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents, and by mutual negotiation, herby waive, as respects each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provision of Title 51 RCW. In the event either party incurs any judgment, award, and/or cost arising there from including attorney's fees, to enforce the provisions of this Agreement, all such fees, expenses and costs shall be recoverable from the other party.

4. The individuals executing this Agreement on behalf of the parties each represent and warrant that they are duly authorized to execute and deliver this Agreement and that this Agreement is binding upon each party in accordance with its terms.

5. If any portion of this Agreement is deemed to be void, the remaining provisions of this Agreement will remain in full force and effect unless terminated by the parties.

6. The effective date of this agreement will be upon the earliest signing by either party.

This Agreement, together with any Attachments or addenda represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

CITY OF SEATTLE

A. D. Vickery

Assistant Chief, Risk Management
Title

9/2/08
Date

Approved as to Form:

Rodney Eng
Assistant City Attorney
Form Previously Approved

CITY OF BELLEVUE

Brad Miyake

Deputy City Mgr
Title

10/2/08
Date

Approved as to Form:

Kaaren Buck
Assistant City Attorney

ATTACHMENT A

SCOPE OF WORK

The City of Seattle agrees to provide supplies (not to include food), labor (instructors and support personnel), instruction, and materials for the delivery of a DHS approved regional Weapons of Mass Destruction (WMD)/ Structural Collapse and Heavy Rescue Operations course. The training will include the identification of pre-course materials and skills competency sheets, with the participant's host department assuring its completion prior to the first day of instruction.

Cost: The total costs for delivery shall not exceed $63,000.00 and is payable within 30 days of receipt.

Class Size: Not to exceed 24 students; 14 for Bellevue and 10 for UASI partners.

Class Schedule: Class commences on October 13, 2008 and concludes on October 17, 2008. Class will begin at 8:45 AM and conclude by 6:00 PM each day.

Class Location: Joint Training Facility; 9401 Myers Way South, Seattle, Washington.

Curriculum: The curriculum for the training shall be in accordance with National Fire Protection Association (NFPA) 1670 and 1006, and the Federal Emergency Management Agency (FEMA) Structural Collapse Technician Course and participants will receive certification as completing the same.

Apparatus: Bellevue Fire Department agrees to attend with Bellevue Rescue 3 for all five days of training unless assigned to a working incident.

City of Seattle

Gregory J. Nickels, Mayor

Seattle Fire Department
Gregory M. Dean, Fire Chief

August 29, 2008

Warren A. Merritt
Deputy Chief of Operations
Bellevue Fire Department
766 Bellevue Way S.E.
Bellevue, WA 98004

Dear Chief Merritt:

This is to provide verification of the liability, property, workers compensation, and other insurance programs maintained by City of Seattle. This also confirms the City will accept liability for rental of vehicles and all equipment, and other property use agreements executed by employees, as authorized by department directors and when acting within course and scope of employment.

The City of Seattle maintains purchased property and casualty insurance, subject to a primary self-insured retention, with excess umbrella liability and primary property programs, all administered in-house. The City will honor its duly executed indemnification agreements, but is unable to add another party to its master insurance policies as an additional insured. In the event of an incident that occurred as a result of the City's negligence, or for which the City was found liable or had assumed liability for, indemnification would be addressed pursuant to the indemnification agreement and the Seattle Municipal Code, with subrogation as may be appropriate. Employees must be acting within the course and scope of their employment to be protected. Bodily injury to employees is covered by the City's self-insured Worker's Compensation program, and the Washington State Law Enforcement Officers and Fire Fighters ("LEOFF") System, pursuant to regulations and procedures approved by the State of Washington. Properly registered volunteers are covered by purchased excess insurance while volunteering in their approved activity.

If you have any questions, please call Pamela C. Hughes, City Risk Manager at her office: 206-615-1507.

Sincerely,

Harry Laban
Grants and Contracts Manager

City of Bellevue
Post Office Box 90012 • Bellevue, Washington • 98009 9012

September 4, 2008

Assistant Chief A.D. Vickery
Risk Management
Seattle Fire Department
301 Second Avenue South
Seattle, WA 98104

RE: City of Bellevue Letter of Self-Insurance
Heavy Rescue Instruction Training Agreement

Dear Assistant Chief Vickery:

In compliance with the terms and conditions of the above-named agreement, please be advised that the City of Bellevue is a municipal corporation that fully self-insures its general, auto and professional liability loss exposures under the provisions of Chapter 48.62 Revised Code of Washington (RCW). The City of Bellevue is also a self-insured employer for workers' compensation claims.

Questions regarding the City's insurance program can be referred to the Risk Management Office at (425) 452-2746.

Sincerely,

Joanne Nicolai
Risk Manager

cc: Warren Merritt, Deputy Chief

F21
600098

City of Bellevue

Post Office Box 90012 • Bellevue, Washington • 98009 9012

October 13, 2008

Harry Laban
Grants and Contracts Manager
Seattle Fire Department
301 Second Avenue South
Seattle, Washington 98104-2680

Regarding: Interlocal Agreement for WMD/Structural Collapse and Heavy Rescue Operations Course

Dear Mr. Laban:

I am enclosing three signed copies of the Interlocal Agreement between the Seattle Fire Department and the Bellevue Fire Department for WMD/Structural Collapse and Heavy Rescue Operations Course. City of Bellevue Contracting Services has asked me note that the agreements need to be signed by Seattle's Assistant City Attorney.

Please return two (2) completed agreements to my attention as follows:

Gale Hill, Sr. Administrative Assistant
Bellevue Fire Department
PO Box 90012
Bellevue, Washington 98009-9012

Thank you for your cooperation and if you have any questions, please contact me at 425.452.5250 or Deputy Chief Warren Merritt at 425.452.2016.

Sincerely,

Gale C. Hill

Gale Hill, Sr. Administrative Assistant
Bellevue Fire Department
Office of the Fire Chief

Enclosures

1999-RES
9/4/2008

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7791

A RESOLUTION authorizing execution of an Interlocal Agreement with the Seattle Fire Department, in an amount not to exceed $63,000, to engage in regional training for Weapons of Mass Destruction (WMD)/Heavy Rescue Operations.

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 with the Seattle Fire Department, in an amount not to exceed $63,000, to engage in regional training for Weapons of Mass Destruction (WMD)/Heavy Rescue, a copy of which Interlocal Agreement has been given Clerk's Receiving No. 44519.

Passed by the City Council this 15th day of September, 2008, and signed in authentication of its passage this 15th day of September, 2008.

(SEAL)

Grant S. Degginger, Mayor

Attest:

Myrna L. Basich, City Clerk

Resolution 7791
page 2
item 8(c)

Agenda

p 10f6

City Council

Regular Session

MONDAY
September 15, 2008

8:00 – 10:00 p.m.
Council Chambers (1E-126)

			Page
1.	Call to Order		
2.	Roll Call, Flag Salute		
	(a) 2008 24-Hour Relay Challenge Recognition	PARK Helena Stephens	2-1
	(b) Proclaiming September 21-27 as Fall Prevention Week	PARK Cathy VonWald	2-3
3.	Communications: Written and Oral		
	Note: *Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.*		
4.	Reports of Community Council, Boards and Commissions		

City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance. Assisted Listening Devices are also available upon request.

City of Bellevue

			Page
5.	Report of the City Manager		
	(a) Recognition of Fire Department Re-Accreditation	FIRE Chief Treviño	5-1
6.	Council Business and New Initiatives		
7.	Approval of the Agenda		
8.	Consent Calendar		
	(a) Minutes of September 2, 2008 Study Session Minutes of September 2, 2008 Regular Session		8a-1
	(b) Motion to approve payment of claims for the period of August 30, 2008 through September 12, 2008 and payroll for the period August 1, 2008 through August 31, 2008.	FIN	8-1
**	(c) Resolution No. 7791 authorizing execution of an Interlocal Agreement with the Seattle Fire Department, in an amount not to exceed $63,000, to engage in regional training for Weapons of Mass Destruction/Heavy Rescue Operations.	FIRE	8-3
	(d) Resolution No. 7792 authorizing execution of an annual support agreement with Microsoft Inc., in an amount not to exceed $112,780, with two optional one-year renewals, for technical support and consultation for all Microsoft software products.	ITD	8-9
	(e) Resolution No. 7793 authorizing execution of a Professional Services Agreement with Becker Architects, in an amount not to exceed $869,101, for architectural, engineering and site design services to construct youth theater facilities at Crossroads Community Park, and to renovate the Bellevue Youth Theatre at Ivanhoe Park. *(Discussed with Council on July 21, 2008.)*	PARK	8-13
	(f) Resolution No. 7794 authorizing execution of a Purchase Agreement to purchase plant material from Storm Lake Growers, in an amount not to exceed	PARK	8-19

			Page
	$76,186.90, for the West Tributary of Kelsey Creek Habitat Restoration Project. *(On May 19, 2008, Council approved awarding of related Bid No. 8076 in the amount of $1,059,681.42, and was informed of this additional purchase agreement for plant materials.)*		
(g)	Motion to award Bid No. 8243 to Tri-Falls Construction LLC, in the amount of $49,213.50, as the lowest responsible bidder for the Killarney Glen Park Irrigation Renovation project (CIP Plan No. P-R-11).	PARK	8-25
(h)	Resolution No. 7795 authorizing execution of an amendment to the two-year contract with YMCA of Greater Seattle, Bellevue Family YMCA Branch, to increase the contract by an additional $15,000, for the purpose of after-school recreation services at Lake Hills Elementary School, as part of the Wrap-Around Services Pilot Project.	PARK	8-29
(i)	Resolution No. 7796 authorizing execution of an Interlocal Agreement with the Bellevue School District for the assignment of a maximum of seven School Resource Officers to be stationed at Bellevue high schools and middle schools during the 2008-2009 school year.	POL	8-35
(j)	Resolution No. 7797 authorizing execution of a consultant agreement with DKS Associates, in an amount not to exceed $80,000, for the development of the Documentation and Evaluation of the Travel Demand Model.	TRAN	8-39
(k)	Resolution No. 7798 authorizing execution of a Consultant Agreement with ICF Jones & Stokes, in the amount of $80,000, to support the development of an Environmental Impact Statement on the proposed 2009-2020 Transportation Facilities Plan.	TRAN	8-45
(l)	Motion to award Bid No. 8214, Pedestrian Corridor Kiosks to TubeArt, in the amount of $64,778.00, as	TRAN	8-53

			Page
	the lowest responsible bidder to fabricate and install for new pedestrian wayfinding kiosks along the NE 6th Street corridor between Bellevue Way and 112th Avenue NE and removal of four existing kiosks.		
(m)	Motion to award Bid No. 8227, 148th Avenue SE Street Lighting – Main Street to SE 8th Street – as part of the Neighborhood Enhancement Program to Totem Electric, in the amount of $189,281.00, as lowest responsible bidder to install street lighting on both sides of 148th Avenue SE where currently missing (CIP Plan Nos. PW-NEP-1, PW-M-2 and PW-R-46).	TRAN	8-57
(n)	Motion to award Bid No. 8162, 2008 Internal Point Repairs, to Gary Harper Construction, Inc., in the amount of $146,215.00, for repairs to sanitary sewer and stormwater pipes (CIP Plan Nos. D-64 and S-24).	UTIL	8-63
9.	Public Hearings		
(a)	Jentry-Graber annexation	PCD Dan Stroh . Nicholas Matz	9-1

1. Staff report
2. Motion to open public hearing
3. Receive public testimony
4. Motion to close public hearing
5. Council discussion

Ordinance No. 5836 annexing to the City of Bellevue a 20.6-acre site, known as the Jentry-Graber Annexation, located at the south end of Lakemont Boulevard in the Newcastle Subarea PAA by Direct Petition under RCW 35A.14.420.

10. Land Use

Page

11. Other Ordinances, Resolutions and Motions

(a) Adoption of 2008 Annual Comprehensive Plan Amendments work program — PCD (Dan Stroh, Paul Inghram) — 11-1

(Discussed with Council on September 2, 2008. The underlined actions reflect the Planning Commission's recommendations.)

1. Move to initiate/not initiate the Sambica Comprehensive Plan amendment into the annual work program, as recommended by the Planning Commission, and direct the Planning Commission to return final recommendations through the CPA review process:

2. Move to initiate/not initiate the South Kirkland TOD Comprehensive Plan amendment into the annual work program, as recommended by the Planning Commission, and direct the Planning Commission to return recommendations through the CPA review process:

3. Move to initiate/not initiate VanderHoek Multifamily Comprehensive Plan amendment into the annual work program, as recommended by the Planning Commission, and direct the Planning Commission to return final recommendations through the CPA review process:

4. Move to initiate/ NOT initiate the Oh Comprehensive Plan amendment into the annual work program, as recommended by the Planning Commission, and direct the Planning Commission to return final recommendations through the CPA review process:

5. Move to initiate/NOT initiate the Lee Comprehensive Plan amendment into the annual work program, as recommended by the Planning Commission, and direct the Planning Commission to return final recommendations through the CPA review process:

6. Move to initiate/not initiate the Coal Creek UGB Comprehensive Plan amendment into the annual work program, as recommended by the Planning Commission, and direct the Planning Commission to return final recommendations through the CPA review process.

12. Unfinished Business

13. Continued Oral Communications

14. New Business

15. Executive Session

16. Adjournment

Item No. 8(c)
September 15, 2008

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT:
Resolution No 7791, authorizing entering into an Interlocal Agreement with the Seattle Fire Department and the Bellevue Fire Department for joint regional training for Weapons of Mass Destruction (WMD)/Heavy Rescue Operations.

FISCAL IMPACT:
Authorizing this Interlocal Agreement will obligate an expenditure in an amount not to exceed $63,000, to participate in this regional training. Sufficient funding exists to cover this training expenditure within the Fire Department's Operating Grants and Donations Fund, Department of Homeland Security (DSH), 2007 Urban Area Strategic Initiative (UASI) Sub-grant with the Washington State Military Department. In addition, the same grant will also pay for the overtime and backfill necessary for Bellevue Fire personnel to attend the training. There will be no General Fund expenditures for this training.

STAFF CONTACT:

Mario H. Treviño, Fire Chief	452-6895
Deputy Chief, Warren Merritt	452-2016
Fire Department	

POLICY CONSIDERATION:
Should the City of Bellevue Fire Department participate in joint WMD/Heavy Rescue Operations training exercises with the Seattle Fire Department to improve the quality of emergency services to respond to structural collapse incidents, which may occur as a result of a natural disaster or terrorist event?

BACKGROUND:
On November 19, 2007, Council Adopted Ordinance No. 5779, which authorized execution of a Department of Homeland Security (DHS) Subgrant Agreement with the Washington State Military Department to accept grant funds, which included a component for Heavy Rescue (HR) operations/Structural Collapse Training (SCT). HR and SCT capability is being developed across the Seattle-Bellevue Urban Area under the Urban Area Security Initiative (UASI) at a regional level in an effort to provide an integrated mutual aid specialized response capability in times of need. Much like regional purchases for equipment, this regional approach is being duplicated in the delivery of training with funds approved by the DHS to strengthen regional preparedness.

The Bellevue Fire Department continues to be a regional provider of fire, rescue, and emergency medical services. In 2005, the Department began working with Seattle Fire to provide the training necessary to respond to structural collapse incidents. The curriculum for the training is a DHS approved course in

WMD/Heavy Rescue Operations and has been developed in accordance with the National Fire Protection Association (NFPA) 1670 and 1006, and the Federal Emergency Management Agency (FEMA) Structural Collapse Technician Course. Fire personnel assigned to ladder or light force companies that have the primary responsibility to respond to technical rescues, i.e. structural collapse, will be attending the training. At the completion of this training, participants will be certified as completing the DHS approved WMD/Heavy Rescue Operations course.

This training is scheduled to occur October 13 – 17, 2008, at the Joint Training Facility (JTF) in Seattle, and will enhance firefighter safety, improve local and regional response capabilities, and maximize utilization of the grant funding provided through the DHS. With Council adoption, Bellevue will send 14 Fire personnel to the training and Seattle will make the remaining10 spots available to our regional partners.

EFFECTIVE DATE:
This Resolution will be effective immediately following Council approval.

OPTIONS:

1. Adopt Resolution No 7791, authorizing entering into an Interlocal Agreement with the Seattle Fire Department and the Bellevue Fire Department for joint regional training for Weapons of Mass Destruction (WMD)/Heavy Rescue Operations.

2. Do not adopt Resolution No. 7791, and provide alternative direction to staff.

RECOMMENDATION:
Adopt Resolution No 7791, authorizing entering into an Interlocal Agreement with the Seattle Fire Department and the Bellevue Fire Department for joint regional training for Weapons of Mass Destruction (WMD)/Heavy Rescue Operations.

MOTION:
Move to adopt Resolution No 7791, authorizing entering into an Interlocal Agreement with the Seattle Fire Department and the Bellevue Fire Department for joint regional training for Weapons of Mass Destruction (WMD)/Heavy Rescue Operations.

ATTACHMENT:
Copy of Ordnance # 5779
Proposed Resolution No. 7791.

AVAILABLE IN COUNCIL OFFICE:
Interlocal Agreement

0981-ORD
11/13/07

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 5779

AN ORDINANCE authorizing execution of a Department of Homeland Security (DHS) Subgrant Agreement (and any necessary supplements) with the Washington State Military Department to accept grant funds of $1,401,519 for the purchase of an Eastside Tactical Response & Rescue vehicle for the Police Department and a temporary water distribution system for Utilities, funding to staff an Urban Area Strategic Initiative (USAI) Grant Coordinator, and for funding regional structural collapse training for Fire; establishing projects within the Operating Grants and Donations Fund; appropriating unanticipated and future revenues to that fund; authorizing expenditures of said grant funds.

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

Section 1. The City Manager or his designee is authorized to execute a Department of Homeland Security (DHS) Subgrant Agreement (and any necessary supplements) with the Washington State Military Department to accept grant funds of $1,401,519 for the purchase of an Eastside Tactical Response & Rescue vehicle for the Police Department and a temporary water distribution system for Utilities, funding to staff an Urban Area Strategic Initiative (USAI) Grant Coordinator, and for funding regional structural collapse training for Fire, a copy of which Subgrant Agreement has been given Clerk's Receiving No. 42104.

Section 2. The appropriate administrative officials of the City are hereby authorized to receive monies and to expend the same as authorized in said Subgrant Agreement.

Section 3. At the time of execution of said Subgrant Agreement and acceptance of said funds, projects shall be established within the Operating Grants and Donations Fund into which all said monies shall be deposited.

Section 4. The City Manager or his designee shall have responsibility for the administration of said grant monies and shall have all authority necessary to enter into agreements regarding the use thereof including purchase agreements to expend funds as provided in said Subgrant Agreement.

Section 5. The approximate amount and anticipated source of revenue for the grant proposal and acceptance is:

Department of Homeland Security (DHS)
Washington State Military Department $1,401,519

Section 6. Upon execution of said Subgrant Agreement, the budget for the Operating Grants and Donations Fund shall be amended by appropriating revenues in the amount of the grant and acceptance herein authorized.

Description	Amount Appropriated
Operating Grants and Donations Fund	$1,401,519

Provided, however, if the actual revenue received from the anticipated source specified in said Subgrant Agreement should be more or less than the anticipated amount set forth herein, the appropriation shall be adjusted to be equal to the amount actually received.

Section 7. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

Passed by the City Council this 19th day of November, 2007 and signed in authentication of its passage this 19th day of November, 2007.

(SEAL)

Grant S. Degginger, Mayor

Approved as to form:

Lori M. Riordan, City Attorney

Siona D. Windsor, Assistant City Attorney

Attest:

Myrna L. Basich, City Clerk

Published November 23, 2007

CR# 44519 Date: 06.22.09 Loc: 09.464 PO #: 850453.000
Res 7791

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

Contract Routing Form

Current Contract Information:

Contract Title:
2008 Seattle Fire Heavy Rescue Training Interlocal

Contract Description:
Interlocal agreement with Seattle Fire to provide Heavy Rescue Training.

Total Contract Value: $63,000.00

This Amendment Value:

Department: Fire
Contract Manager: Deputy Chief Warren Merritt
Contract Type: Interlocal Agreement (ILA)

Contract Form:
Custom contract document
Budget Expenditure:
Expenditure Contract - Sufficient Funds

Vendor Information:

Is this a new vendor? No
Vendor Name: Seattle Fire Department
JDE Vendor Number: 75106
Is this vendor an independent contractor? Yes

Tax ID #: N/A
COB License #: N/A
UBI #: N/A
Contractor's License #: N/A

Contract Terms:

Original Effective Date: 09/15/2008 **End Date:** 09/15/2009 **Subject To:** No Renewal

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? Yes
Council Award Date: 9/15/2008 **Council Action:** Resolution **Legislative #:** 7791

Route:		In	Out
Contracting Services:			
Information Technology:	Not Required		
Legal:			
Insurance Reviewed By:			
Department Director:		9/18/08	9/22/08
Contracting Services:			
Return To:	Gale Hill		
City Clerk's Office:	Changen	06.22.09	06.22.09

Selection Method:

Selection Method: Interlocal/MOU

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
1	Professional Services	09/15/2008	035640002.541000.2220	$63,000.00	No	$63,000.00

Additional Comments:

CONTRACT REVIEW CRITERIA

Contract Title: 2008 Seattle Fire Heavy Rescue Traini... **Vendor Name:** Seattle Fire Department

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?

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?