



INTRLOC_00 MOUNTAINS TO SOUND GREENWAY TRUST

File Location

Vendor Name

Document Type: Interlocal New

Vendor Name: MOUNTAINS TO SOUND GREENWAY TRUST

PO# Location: INTRLOC-000

Effect Date: 1/1/2011

Term Date: 12/31/2011

CR#: 47637

Related CR#: _____

Ordinance: _____

Resolution: _____

Leg Date: _____

Vendor #: 71179

Description: PUBLIC SECTION SERVICE AGREEMENT
PO 1150645-000

MTNS TO SOUND GREENWAY
12/31/2011

Notes:

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2009
500176854



**CITY OF BELLEVUE
MOUNTAINS TO SOUND GREENWAY TRUST
PUBLIC SECTOR SERVICE AGREEMENT**



This AGREEMENT is made and entered into between the City of Bellevue (hereinafter "City"), Mountains to Sound Greenway Trust (hereinafter "MTSGT") each of which is referred to individually or as a "Party" or collectively as "PARTIES."

WHEREAS, the City desires enhanced citizen engagement opportunities and environmental volunteerism in Bellevue; and

WHEREAS, the City supports efforts to promote economic development in Bellevue; and

WHEREAS, the City encourages regional advocacy; and

WHEREAS, the City desires to build consensus for environmental solutions; and

WHEREAS, the City supports the creation of powerful partnerships to solve problems; and

WHEREAS, the City encourages the fostering of regional partnerships; and

WHEREAS, MTSKT provides multiple benefits to the City of Bellevue in the following ways:

Enhances Citizen Engagement Opportunities and Environmental Volunteerism in Bellevue: MTSKT Volunteer Stewardship program engages people of all ages from the region's urban areas in environment stewardship projects that provide healthy outdoor exercise while contributing to community improvements - building trails and repairing damaged landscapes.

Promotes Economic Development in Bellevue: Efforts of MTSKT serve to attract businesses and tourism to Bellevue by enhancing, protecting and promoting the recreational, environmental and open-space value of the Greenway Corridor.

Regional Advocacy: MTSKT works as an advocate for the City of Bellevue as well as the other 22 Cities in the Corridor by:

- Promoting recreational opportunities and a beautiful setting as important, quality-of-life factors and powerful tools to attracting a skilled work force to Bellevue large employers such as Boeing and Microsoft,
- Preserving scenic, historic, and recreational features that make Bellevue attractive to visitors, residents & businesses
- Spotlighting City of Bellevue environmental programs, facilities and events to a broader audience, bringing interest, tourists and visitors to the Bellevue area.

- Providing focus on and an active advocacy for a bike and pedestrian trail network that will enable Bellevue residents to walk or bicycle safely to the mountains.
- Participating on the City of Bellevue's Citizen Advisory Committee working on the planning of the Eastgate/I-90 corridor.

Builds Consensus for Environmental Solutions: MTSGT works with private landowners and developers to advocate for residential and commercial development that enhances open space conservation helping the City achieve consensus from stakeholders and enhance environmental solutions in Bellevue.

Creates Powerful Partnerships to Solve Problems: MTSGT works with Bellevue city staff to identify funding sources and prepare and support grant proposals to fund projects such as land conservation, environmental restoration and recreational improvements. An example of this effort is the National Scenic Byways grant won through joint efforts of the City of Bellevue and the Mountains to Sound Greenway Trust. The funds from this grant will help complete a Feasibility and Preliminary Design Study for a 3-mile segment of the Mountains to Sound Greenway Multi-use Trail along Interstate 90 through the City of Bellevue - the first step in filling 1 of 6 remaining gaps in a 101-mile trail system that is 75% complete. The MTSGT will coordinate the project with state and city departments of transportation. A consultant will conduct corridor inventory, mapping, surveying, assessment of alternatives with public involvement and recommend a preferred alignment, design standards and implementation strategy.

Fosters Regional Partnerships: MTSGT brings stakeholders together to address local issues with regional solutions. The Trust provides the opportunity for the focus and coordination of mutually beneficial projects, in the 100-mile Greenway corridor, for nine cities and towns, two counties, and an array of federal, state, and local agencies. The MTSGT Board of Directors brings together over 60 decision-makers from almost every interest group along Interstate 90, from public agencies and municipalities to state and regional citizen interest groups and major companies. As a partner in this effort, Bellevue has a voice in five Board meetings each year and many smaller task forces. The Trust coalition is a place where land use, transportation, and resource stewardship issues can be raised and often resolved. MTSGT provides opportunities for meetings and forums with regional partners to discuss and coordinate Bellevue projects and issues. MTSGT serves as a leader on regional projects such as the Greenway Concept Plan, which connects small, local projects in a comprehensive, landscape-wide plan. The result is a competitive edge for Bellevue projects in grant and funding processes.

NOW THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged and in consideration of the terms, conditions, covenants and performances contained herein, the Parties mutually agree as follows:

1. TERM OF CONTRACT AND PAYMENT

MTSGT will begin providing services on or about June 1, 2011, or upon contract execution (signature of both parties) whichever is later and will complete services within 365 days. City shall pay a total amount of \$5000, divided into 25% increments based on deliverables, for services performed and expenses incurred under this agreement.

2. SCOPE OF WORK

MTSGT agrees to do all of the following items either in the City, on behalf of / for the benefit of the City, or at the request of the City. At the end of the calendar year, the MTSGT shall provide the City with an accounting of the specific activities that have been done pursuant to this agreement. Compensation shall be based on the percentages outlined below.

MARKET & PROMOTE CITY PROGRAMS, FACILITIES & EVENTS=25%

- MTSGT will actively promote designated City of Bellevue facilities, programs and events in the following ***promotion vehicles***:
 - *Greenway Adventures (Annual) Deliverable: Provide Copy*
 - The Greenway Connections (bi-annual) newsletter, that reaches 10,000 households ***Deliverable: Provide Copies***
 - The 20th Anniversary March brochures and advertisements ***Deliverable: Provide Copies***
 - The Greenway Summer festival guide (Annual) ***Deliverable: Provide Copies***
 - Seasonal event brochures (Seasonally 2-4 per year) ***Deliverable: Provide Copies/Link***
 - Flyers (Intermittent) ***Deliverable: Provide Copies***
 - The Mountains to Sound Greenway website (Ongoing) ***Deliverable: Provide Link***
 - Environmental Stewardship program news releases to local newspapers and new media (3-6 per year) ***Deliverable: Provide Copies of news releases***
 - Via *Greenway Summer* marketing materials (Annual) ***Deliverable: Provide Copies/Link***

- MTSGT will actively promote the following City of Bellevue **parks, trails and facilities** in the Greenway on the MTSG Website on an ongoing basis.
Deliverable: Provide Website Link
 - Mercer Slough Nature Park and Environmental Education Center
 - Historic Winters House
 - Fraser Pioneer Cabin at Kelsey Creek Farm

- Lewis Creek Park and Visitor Center
 - Bellevue Community Center
 - Bellevue Botanical Garden
- MTSGT will actively promote Mercer Slough Nature Park and Environmental Education Center in the annual publication *Greenway Adventures* **Deliverable: Provide Copy**
 - MTSGT will actively promote the following City of Bellevue **events and programs** on MTSG Website on a seasonal basis. **Deliverable: Provide Website Links**
 - Bellevue Parks U-Pick blueberries and fresh produce stands/Mercer Slough Fresh Produce Stand
 - Programs at the Lewis Creek Visitor Center and Mercer Slough Environmental Education Center
 - Fraser Cabin Heritage Day at Kelsey Creek Farm
 - Music in the Garden
 - Family Ranger Programs
 - Pacific Science Center Family Workshops at Lewis Creek
 - Environmental Stewardship programs
 - Lake-to-Lake Greenway Trail Walk, seasonal nature walks, and hikes
 - Family movie nights
 - Music in the garden
 - A Greenway Fathers Day (SBCC)
 - On an ongoing basis, MTSGT will publicize and distribute marketing materials that enhance I-90 tourism and build public awareness of historic and recreational amenities in the City of Bellevue. **Deliverable: Provide Website Links and copies of material**
 - MTSGT will promote Bellevue Trails and Facilities to visitors to Bellevue during the 20th Anniversary Mountains to Sound Greenway March July 9 and 10. **Deliverable: Provide Attendance Numbers**

PROVIDE ENVIRONMENTAL EDUCATION=25%

- MTSGT will offer free Environmental Education programs to a minimum of 3 classrooms in Bellevue with an outreach emphasis on low-income and urban student bodies. These programs may include in-class presentations, field trip studies or stewardship extensions. **Deliverables: Provide list of Bellevue Classes (including dates & schools served); Provide curriculum; Provide attendance numbers**
- MTSGT will work with the City to provide Environmental Education program, classes and activities during the annual Bellevue Parks Natural Resource Week

held at Mercer Slough in May. **Deliverables: Provide list of Bellevue Classes (including dates); Provide curriculum; Provide attendance numbers**

- MTSGT will, through its website and other outlets, provide free environmental educational materials to Bellevue residents and other stakeholders.

Deliverables: Provide Copies of the following:

- Greenway Adventures, a guide to things to see and do along the Greenway corridor
- Environmental Education Program Brochure
- Building in the Mountains to Sound Greenway - a guide to good development practices in the National Scenic Byway
- Building in the Mountains to Sound Greenway: Strategies for Creating Value, a brochure about how to plan, design and build to complement the natural Greenway landscape.
- A Geology Tour of the Mountains to Sound Greenway by Philip T. Fenner.
- Time Places, a guide to 16 historic sites with interpretive signs in the scenic Snoqualmie Valley

ENHANCE CITIZEN ENGAGEMENT & ENVIRONMENTAL VOLUNTEERISM=25%

- Through MTSGT Volunteer Stewardship Program, the Greenway Trust will enlist, train and activate volunteers in projects that improve, build and enhance Bellevue open spaces, trails and habitats. Coordinate a minimum of 2 projects annually.

Deliverables: Provide list of Bellevue projects with dates, number of volunteers and volunteer service hours

- MTSGT will work with Bellevue citizen groups to coordinate neighborhood trail and greenbelt projects within the regional trail system. **Deliverables: Provide list of Bellevue projects with dates, number of volunteers and volunteer service hours**
- MTSGT will provide training on volunteer program management for the City of Bellevue's Master Naturalist Program **Deliverables: Provide dates and attendance numbers.**

FOSTER REGIONAL PARTNERSHIPS= 25%

MTSGT will provide City of Bellevue leadership with opportunities for meetings and forums with regional partners to discuss and coordinate Bellevue projects and issues.

Deliverables: Provide meeting dates, attendee lists and agendas

- City of Bellevue's Citizen Advisory Committee
- Trails Forum
- Interagency Cooperation Project
- 5 Greenway Board meetings per year

3. COMPLIANCE WITH EXISTING LAWS AND VENUE

This AGREEMENT will be governed by, and construed and enforced in accordance with the laws of the State of Washington and its choice of law rules. The PARTIES shall comply with all federal, state and local regulations applicable to this Agreement, including any laws regarding records retention. If any of the terms and conditions of this AGREEMENT are determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions unaffected thereby shall remain in full force and effect. The PARTIES agree to negotiate in good faith to reform the AGREEMENT to replace any invalid or unenforceable term and/or condition with a valid and enforceable term and/or condition that serves and satisfies the intention of the invalid or unenforceable term and/or condition.

In the event that any PARTY deems it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, the PARTIES irrevocably consent to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Agreement.

4. LEGAL RELATIONS

Each of the PARTIES to this AGREEMENT shall protect, defend, indemnify, and save harmless the other PARTY, their officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, each of the party's negligent acts or omissions. No party will be required to indemnify, defend, or save harmless any other party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, or actions result from concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the party's own negligence. Each of the PARTIES agree that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to each of the other PARTIES only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the PARTIES or combination of the PARTIES incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible party or combination of the PARTIES to the extent of that party's/those PARTIES' culpability. This indemnification shall survive the termination of this AGREEMENT.

5. TERMINATION

Any Party may terminate in whole or in part or withdraw from participation in this AGREEMENT, with or without cause, at any time upon thirty (30) calendar day's written notice. MTSGT will be compensated for any work performed up to the date of termination; however, the City will have no further financial obligation after the date of termination.

Termination by any Party or PARTIES shall not extinguish or release any Party from liability, negligence, claims or obligations to PARTIES existing at the time of termination. Any costs incurred prior to termination will be borne by the Party or PARTIES in accordance with the terms of this AGREEMENT

6. INSURANCE; RISK OF LOSS

The MTSGT shall maintain insurance that is sufficient to protect the MTSGT's business against all applicable risks, as set forth in Attachment A. MTSGT will cause the City to be named as additional insureds on the policy except worker's compensation or professional liability required under the Agreement and shall cause its insurance to be primary to any insurance carried by the indemnified parties. MTSGT will provide the City with certificates of insurance and other supporting materials as City reasonably may request to evidence MTSGT's continuing compliance with this Section.

7. INDEPENDENT CONTRACTOR

A. Nature of Relationship. MTSGT shall be and act as an contractor (and not as the employee, agent, or representative of the City) in the performance of the Services for the City. The Agreement shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party. MTSGT will not represent itself as employees of the City. MTSGT shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of the City. So long as MTSGT is able to adequately perform all of MTSGT's obligations under the Agreement in a skilled and workmanlike manner, MTSGT shall not be required to devote the MTSGT's full time to the performance of the Services called for under the Agreement, and it is acknowledged that MTSGT has other clients and/or offers services to the general public. Since MTSGT employees will not be employees of the City, MTSGT will not be entitled to any of the benefits that the City may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall MTSGT permit or cause any of MTSGT's employees, agents or subcontractors to perform any services under the Agreement in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of the City. In addition, MTSGT acknowledges that as an independent contractor, it and/or its

agents, servants or employees are not eligible to recover worker's compensation benefits from or through the City in the event of injury.

B. MTS GT Responsible for Taxes and Records. MTS GT will be solely responsible for and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to MTS GT's performance of the Services and receipt of fees under the Agreement. MTS GT will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the Services under the Agreement. No part of the MTS GT's compensation will be subject to withholding by the City for the payment of any social security, federal, state or any other employee payroll taxes; nor shall the City be obligated to make any such withholdings and/or payments on behalf of any employee, subcontractor, supplier, or other person working for or engaged by MTS GT to perform MTS GT's obligations under the Agreement. The City will regularly report amounts paid to MTS GT by filing Form 1099-MISC with the Internal Revenue Service as required by law.

8. SUBLETTING OR ASSIGNING CONTRACT

Neither the City nor MTS GT shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.

9. FUTURE SUPPORT

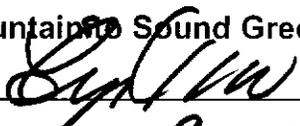
The City makes no commitment and assumes no obligations for the support of MTS GT's activities except as set forth in this Agreement.

10. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of June 1, 2011.

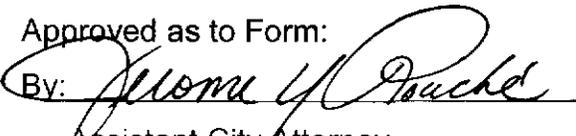
Mountain Sound Greenway Trust

By: 
Printed Name: CYNTHIA WELTZ
Title: EXECUTIVE DIRECTOR
Address: 911 Western Ave Suite 203
City/State/Zip: Seattle WA 98101

City of Bellevue

By: 
Printed Name: BRAD MIYAKE
Deputy City Manager

Approved as to Form:

By: 
Assistant City Attorney



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

Attachment "A" - Insurance Requirements

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Insurance:

- Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence/
\$2,000,000 annual aggregate.
- Business Automobile Liability Coverage with limits not less than \$1,000,000 per accident for any auto.
- Stop Gap/Employer's Liability coverage with limits not less than \$1,000,000 per accident/disease.
- Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

B. Additional Insurance: N/A

C. Self-Insured Retentions:

Self-insured retentions must be declared to and approved by the City.

D. Other Provisions:

1. Commercial General Liability policies must be endorsed to:
 - a. Include the City, its officials, employees and volunteers as additional insureds,
 - b. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City,
2. Contractor or its Insurance Agent/Broker shall notify the City of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurers' notification to that effect.

E. Acceptability of Insurers:

Insurance shall be placed with insurers with a rating acceptable to the City.

F. Verification of Coverage:

Contractor shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors:

Contractor shall require subcontractors to provide coverage which complies with the requirements stated herein.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JB

DATE (MM/DD/YYYY)

05/24/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ROGERS & NORMAN, INC. The Westin Building 2001 Sixth Avenue Ste 2717 Seattle, WA 98121 Joann Beyer INSURED Mountains To Sound Greenway Trust 911 Western Ave S#203 Seattle, WA 98104	206-443-2600 206-441-6752	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: MOUNT-1 INSURER(S) AFFORDING COVERAGE INSURER A: Landmark American INSURER B: American States Insurance 19704 INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC #
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		LBA09114400	12/15/10	12/15/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC			
	AUTOMOBILE LIABILITY					
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		06CC02007890	12/15/10	12/15/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	LBA09114400 WA STOP GAP	12/15/10	12/15/11	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 the City of Bellevue is an Additional Insured as respects General Liability per form GBA 105003 040 9 attached to the policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Bellevue
 PO Box 90012
 Bellevue, WA 98009

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joann Beyer

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This Endorsement Changes The Policy. Please Read It Carefully.

**BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization whom you are required to add as an additional insured on this policy under a written contract which is currently in effect or becoming effective during the term of the policy and executed prior to the "bodily injury", "property damage", or "personal and advertising injury"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. SECTION II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B With respect to the insurance afforded to these additional insureds, the following exclusion is added.

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged

INTRLOC 000

CR# 47637 Date: 6/29/11 PO # & Loc: 1150645-000



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

Contract Routing Form

Current Contract Information:

Contract Title:
Mountains to Sound Greenway Trust Public Sector Service Agreement
Contract Description:
Public sector service agreement with MTSG
Total Contract Value: \$ 5,000.00
This Amendment Value: N/A

Department: City Manager's Office - 573
Contract Manager: Shelly Shellabarger
Contract Type: Interlocal Agreement (ILA)
Contract Form:
Vendor contract document
Budget Expenditure:
Expenditure Contract - Sufficient Funds

Maximo User: No

Vendor Information:

Is this a new vendor? No
Vendor Name: Mountains To Sound Greenway
JDE Vendor Number: 71179
Is this vendor an independent contractor? Yes

Tax ID #: 91-1531234
COB License #: N/A
UBI #: N/A
Contractor's License #: N/A

Contract Terms:

Original Effective Date: 01/01/2011 End Date: 12/31/2011

Subject To: No Renewal

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? No

Route:

		In	Out
Contracting Services:	<u>John Li</u>	<u>3/4/11</u>	<u>3/15/11</u>
Information Technology:	Not Required		
Legal:	<u>Monel Koubek</u>	<u>5/24/11</u> <u>3/5/11</u>	<u>5/26/11</u>
Insurance Reviewed By:	<u>Dranne Nicolai</u>	<u>5/26/11</u>	<u>5/26/11</u>
Department Director:	<u>Shelly Shellabarger</u>	<u>6/27/11</u>	<u>6/28/11</u>
Contracting Services:	<u>John Li</u>	<u>6/28/11</u>	<u>6/28/11</u>
Return To:	Shelly Shellabarger		
City Clerk's Office:	<u>M. Tomer</u>	<u>6/29/11</u>	<u>6/29/11</u>