City Clerk's Office
Records Management

CONTRACTS & AGREEMENTS
ECM INDEX DATA

INTRLOC_00 — File Location

KING COUNTY LIBBARY SYSTEM — Vendor Name

KC LIBRARY SYSTEM
12/31/2016

Document Type:	Interlocal New
Vendor Name:	KING COUNTY LIBBARY SYSTEM
PO# Location:	INTRLOC-000
Effect Date:	9/22/2014
Term Date:	12/31/2016
CR#:	51764
Related CR#:	
Ordinance:	
Resolution:	
Leg Date:	
Vendor #:	100108
Description:	AGREEMENT FOR SERVICES - UNCOMPENSATED PO 1410446-000

Notes:

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099
$0017685

Sep 22, 2014 FSU: ✓ JDE: ✓ SI: ✓ ECM: ✓

CR# 51764 DATE 7-22-14 LOC INTRLIX-00 1410446.000

Agreement for Services - Uncompensated

City of Bellevue Contract Identification Information:

Tiberius Puravet – Recreation Program Coordinator (CCC) 425-452-2018
Vicki Drake – Community Services Supervisor (CCC) 425-452-4634
Beth Stalford – Library Services Supervisor Children & Teens (KCLS) 425-450-1776

CCC – KCLS Agreement

This Agreement is entered into by and between the City of Bellevue and King County Library System.

1. Services by Provider

A. The Provider agrees to provide the services described in the scope of work, attached hereto as Attachment A. All services will be rendered in a timely and professional manner in compliance with all standards and rules reasonably established by the City.

B. In consideration of the Provider helping the City to provide services and programs to enrich the community, the City agrees to provide City resources to the Provider under the terms described in the scope of work, attached hereto as Attachment A.

2. Payment

A. The City shall owe no money or compensation of any kind to the Provider for services rendered by the Provider pursuant to this Agreement.

3. Responsibilities of Provider

A. Tools, Equipment. The Provider shall do all work and furnish all tools, materials, supplies and equipment for the services described in this Agreement unless otherwise specifically stated in the scope of work, attached hereto as Attachment A.

B. Sales Prohibited. The Provider agrees not to sell or attempt to sell goods or services to the recipients of the Provider's services by this agreement.

4. Compliance With Laws

A. Non-Discrimination. The Provider agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Compliance with Laws. The Provider shall comply with all federal, state, and local regulations and ordinances applicable to the services to be provided under this Agreement. Any violation of this section shall be deemed a violation of a material provision of this Agreement, and shall be grounds for cancellation, termination, or suspension of this Agreement by the City, in whole or in part, and may result in ineligibility for further agreements with the City.

C. Title VI Assurances. Provider, as part of the consideration hereto, does hereby covenant and agree that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the services provided pursuant to this Agreement and that Provider shall use City property in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation ---Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5. Termination of Agreement

A. Term. This Agreement shall remain in effect until the completion of the services described in Attachment A or as otherwise provided in this section.

B. Notice, Cancellation. This Agreement may be terminated by either party without cause upon 7 days written notice. Upon such termination, the City shall not owe the Provider payment of any kind for services rendered. In the case of cancellation of a class, workshop or seminar for which participants have already paid, the parties shall each be responsible for refunding the fees collected by them, respectively.

C. Survival of Provisions. The provisions of Section 7 Hold Harmless of this Agreement shall survive termination of the Agreement and cessation of the services described herein.

6. Ownership of Documents

A. Ownership of any records, reports, information, data, or other documents or materials prepared or assembled by the Provider under this Agreement shall remain property of the Provider. Notwithstanding the foregoing, Provider acknowledges that it and its records may be subject to the Public Records Act in connection with this Agreement.

7. Hold Harmless

A. By Provider. The Provider shall protect, defend, indemnify and save harmless the City, its officers, employees, and agents from any and all costs, claims, judgments or awards or damages, arising out of or in any resulting from the negligent, reckless, intentional or criminal acts of the Provider and the Provider's employees or agents. The Provider agrees 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, the Provider, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims, under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Provider.

B. By City. The City shall protect, defend, indemnify and save harmless the Provider, its officers, employees, and agents from any and all costs, claims, judgments or awards or damages, arising out of or in any resulting from the negligent, reckless, intentional or criminal acts of the City and the City's employees or agents. The City agrees 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, the City, by mutual negotiation, hereby waives, as respects the Provider only, any immunity that would otherwise be available against such claims, under the Industrial Insurance provisions of Title 51 RCW. In the event the Provider incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City.

8. Insurance

A. At all times during the term of this Agreement the Provider shall maintain insurance as set forth in Attachment B.

9. Subletting or Assigning of Contracts

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

10. Independent Contractor

A. The Provider shall at all times during the term of this Agreement be an independent contractor and not an employee of the City. Any and all employees of the Provider, while engaged in the performance of any work or services required by the Provider under this Agreement shall be considered employees of the Provider and not of the City. Any and all claims that may arise under the Workers Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as a consequence of any negligent acts or omissions on the part of the Provider's employees, while so engaged on any of the work or services provided or rendered herein, shall not be the obligation of the City.

11. Background Check

A. The Provider agrees to submit to a background check. This Agreement is contingent upon the City receiving satisfactory results from such background check.

12. Modification, Integration, Governing Law

A. Integration/Modification. This Agreement, together with attachments and/or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, contracts, 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.

B. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington, and venue of any legal action brought to enforce or interpret this Agreement shall lie exclusively in King County Superior Court. The parties waive the right to file suit elsewhere.

IN WITNESS WHEREOF, the parties have executed this Agreement as of August 12, 2014.

Provider

By: Denise Siers
Printed Name: Denise Siers
Title: Director, Public Services
Address: 960 Newport Way NW
City/State/Zip: Issaquah WA 98027

City of Bellevue

By: Shelley Brittingham
Printed Name: Shelley Brittingham
Assistant Director
Parks & Community Services
Approved as to Form:
By:
Assistant City Attorney

Attachment A: Scope of Work, Services and Compensation

Provider is (check one): ☐ individual ☒ non-profit corporation ☐ for-profit business

Background Check Must Be Passed: ☐

1. The Services

1.1 General Description

Provider will operate/teach a class (Story Time) for preschool aged children 2-3 times on different days of the week for duration of 30 minutes each session. Provider will provide all equipment, supplies and materials for class; oversee supervision of classroom and treat all participants equally and with respect. No money will be exchanged, the program will be open to the public, and provider is a non-profit organization.

In return, provider will provide a librarian (staffing) to introduce and teach a series of computer classes at Crossroads Community Center for adults. KCLS could provide additional assistance depending on staff budgeting/availability with Crossroads Community Centers' afterschool programs. Advertising and cross-marketing will be optional, but certainly provide able if agreed upon.

Agreement between CCC – KCLS is a 2 year commitment with the ideology that this agreement will benefit each partner equally and the community.

1.2 Schedule

Provider will begin providing services on 9/22/14 and will complete services on 12/31/16.

1.3 *Deliverable items*

Provider will provide all information, equipment, materials for students. The Story Time class will be entirely run and operated by KCLS staffing. Provider will set-up and clean up the room. City of Bellevue (CCC staff) will be available to assist in the event of an emergency, injury, behavioral issues, etc.

City of Bellevue (CCC) will provide a computer lab with all necessary materials, supplies, and equipment for KCLS librarian to teach a series of adult computer classes for adults. KCLS librarian will oversee classroom with provided assistance from Center staff in any circumstance of any kind.

1.4 Designated Personnel

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

Attachment "B" - 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.

Client#: 580530 KCLIBRAR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/15/2014

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 Kibble & Prentice, a USI Co CL 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS:
INSURED King County Library System 960 Newport Way NW Issaquah, WA 98027	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Economy Insurance Comp — 19690 INSURER B : American States Insurance Compa — 19704 INSURER C : INSURER D : INSURER E : INSURER F :

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC			02-CE-216421	05/01/2014	05/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			01-CI-752711	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $10,000			01-SU-419231	05/01/2014	05/01/2015	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		02-CE-216421 WA Stop Gap Only	05/01/2014	05/01/2015	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Story Time Sessions at the Crossroads Community Center, 16000 NE 10th Street, Bellevue, WA 98008.
The City of Bellevue is an addltional insured as respects their interest in the insureds operations as required by written cotract or agreement.

CERTIFICATE HOLDER

City of Bellevue
450 110th Ave NE
Bellevue, WA 98009

CANCELLATION

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

Kristi Kenebrick

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Back to search results

If "Non-revenue" appears after Tax Registration Number, the account is not registered with the Department of Revenue. However, it may be registered with other agencies in the state.

Washington State Department of Revenue
State Business Records Database Detail

TAX REGISTRATION NO: NON-REVENUE
UBI: 601890865
ENTITY NAME:
BUSINESS NAME:

ACCOUNT OPENED: 07/24/1998
ACCOUNT CLOSED: OPEN

MAILING ADDRESS:
1501 4TH AVE #2600
SEATTLE, WA 98101-1688

BUSINESS LOCATION:
1501 4TH AVE #2600
SEATTLE, WA 98101-1688

ENTITY TYPE: NON PROFIT CORP

RESELLER PERMIT NO: N/A
PERMIT EFFECTIVE: N/A
PERMIT EXPIRES: N/A

NAICS CODE: 999990
NAICS DEFINITION: N/A

FOR NON-COMMERCIAL USE ONLY

09/02/2014 11:16 AM

If you are unable to find the reseller permit you are looking for, try searching by tax registration/UBI number.

Washington State Department of
Labor & Industries

SEATTLE-KING COUNTY

Doing business as
SEATTLE KING COUNTY

12410 SE 32ND ST STE 100
BELLEVUE, WA 98005-5171

WA UBI No.
600 238 058

Workers' comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
277,593-00

Account is current.

Doing business as
SEATTLE KING COUNTY

Estimated workers reported
Quarter 2 of Year 2014 "7 to 10 Workers"

L&I account representative
T4 / ALISON WOODWARD (360)902-4629 - Email: WOAL235@lni.wa.gov

Workplace safety and health

No inspections during the previous 6 year period.

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Access Washington®
Official State Government Web Site

SAM Search Results
List of records matching your search for :

Search Term : king* county* library* system*
Record Status: Active

No Search Results

CR#_____ Date: 9-22-14 PO # & Loc: 1410446.000

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

Contract Routing Form

Current Contract Information:

Contract Title:	CCC - KCLS Agreement
Contract Description:	Agreement for Services - Uncompensated between COB (CCC) and KCLS
Total Contract Value:	0
This Amendment Value:	N/A
Department:	Parks - 587
Contract Manager:	Tiberius Puravet
Contract Type:	Memo of Understanding (MOU)
Contract Form:	Standard COB document with no changes
Budget Expenditure:	No Budget Impact (Explain in Additional Comments)
Maximo User:	No

MOU

Vendor Information:

New Vendor?	No	**Tax ID#:**	
Vendor Name:	King County Library System	**COB License #:**	
JDE Vendor Number:	100108	**UBI #:**	
Independent Contractor?	No	**Contractor's Lic. #:**	

Contract Term:

Original Effective Date:	09/22/2014	**End Date:**	12/31/2016
Subject To:	One 2-year renewal		

Council Approval:

Does this contract require council approval? No

Route:		**In**	**Out**
Procurement Services:	A Carlson	9/2/14	9/2/14
Information Technology:	Not Required		
Legal:	[signature]	9.3.14	9/8/14
Insurance Reviewed By:	A Carlson for JR	9/2/14	9/2/14
Department Director:	[signature]	9/11/14	9/11/14
Procurement Services:	A Carlson	9/15/14	9/15/14
Return To:	Vicki Drake		
City Clerk's Office:	M-Torres	9-22-14	9-22-14

CONTRACT REVIEW CRITERIA

Dept.	PS	
☐	☐	Does the Contract Routing/Approval Form and Contract have consistent information? Y
☐	☐	Is the Contract Type and template appropriate for the services performed? Y
☐	☐	Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate? Y
☐	☐	Is the JDE vendor name and number accurate? Y
☐	☐	Does the Company have a Bellevue Business License? N If not, date Tax Office was notified? 9/2/14.
☐	☐	*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.* NA
☐	☐	Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)? Y
☐	☐	*Is this an amendment or renewal? If so, are the original contract #'s and values indicated?* N Y
☐	☐	Has the Selection Method been explained in Additional Comments? NA Are results attached? Y
☐	☐	If there is an ordinance/resolution/motion for this contract, are the date and # noted and a copy attached? NA
☐	☐	Does the contractor meet requirements of the Independent Contractor Threshold question? Y
☐	☐	Is Attachment "A" (Scope of Work and/or Services) attached? Y
☐	☐	Is Attachment "B" (Insurance Requirements) attached? Y
☐	☐	Are any additional riders required? If so, which one's? NA
☐	☐	Does Insurer have a Best rating of A- or better? Y A;A
☐	☐	*Is the Contractor identified as the insured?* Y
☐	☐	Does the Contractor have Commercial General Liability, Commercial Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required? Y Y
☐	☐	Are the policy expiration date(s) on the Certificate of Insurance current? Y 5/1/14-5/1/15
☐	☐	Does the Contractor have a self-insured retention? Y Is it above $50,000? N 10K
☐	☐	Is the City listed as the Certificate Holder? Y
☐	☐	Is the Certificate signed? Y
☐	☐	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? Y
☐	☐	If this contract requires the payment of Prevailing Wages, are current Wage Rates referenced in Attachment "C"? NA
☐	☐	Does the Contractor have an open account with the Washington State Department of Revenue? Y
☐	☐	Are the Contractor's worker's compensation premiums current? NA
☐	☐	Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing? NA
☐	☐	**Is the Vendor on the Federal Debarred Suspended List?** N

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?