



CONTRACT FACE SHEET

Document Type: [ ] Contract [ ] Franchise Agreement [ ] MOU [ ] Right of Way Use Agreement [x] Interlocal Agreement [ ] Lien [ ] Notice of Acceptance [ ] Correspondence [ ] Retainage [ ] Collective Bargaining Agreement

Status: [x] New [ ] Renewal [ ] Amendment [ ] Cancellation [ ] Change Order

\*Vendor Name: Washington State Patrol

\*JDE PO Number: 950097000

\*Effective Date: 03/01/2009

\*Termination Date: 02/28/2014

Amendment Effective Date: /

\*Clerk's Receiving Number: 44152

Related Receiving Number: /

Bid/RFP/RFQ/ITQ Number: /

Ordinance Number: /

Resolution Number: /

CIP Number: /

Project Name: WSP Academy Facility Use Agreement for BPD motorcycle training WSP Agmt # C090643GSC

Site Name:

Vendor Number: 31004

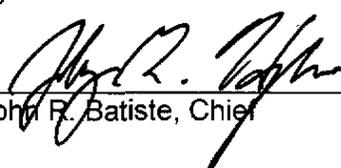
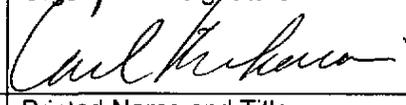
File Location: 09.253

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

PD

Face Sheet Date: 04-07-2009 CJDE

Index Date: 4-7-08 MT ECM B-SCAN 4-9-08 MT

<b>WASHINGTON STATE PATROL WSP Academy Facility Use Agreement</b>		WSP Agreement No. <b>C090643GSC</b>	
		Other Agreement No.	
This Agreement is between the State of Washington, Washington State Patrol and the Organization identified below.			
<b>ORGANIZATION NAME</b> <b>Bellevue Police Department</b>			
Organization Location Address Traffic Motor Unit 450 110 <sup>th</sup> Ave NE Bellevue WA 98009-9012		Organization Billing Address (if different from location address)	
Organization Contact Name Lieutenant John McCracken		Organization Contact Telephone (425) 452-7658	
Organization Contact Fax		Organization Contact E-mail Address	
<b>WSP Contact Information</b>			
WSP Project Manager Name and Title Sergeant Tracy Marrs-Hayes WSP Training Division		WSP Project Manager Address WSP Training Academy 631 W. Dayton-Airport Road, Shelton WA 98584-8945	
Telephone (360) 427-1661	Fax (360) 427-2134	E-mail Address tracy.marrshayes@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia, WA 98504-2602	
Telephone (360) 596-4052	Fax (360) 596-4077	E-mail Address jeffhugdahl@wsp.wa.gov	
<b>Agreement Start Date</b> <b>March 1, 2009</b>		<b>Agreement End Date</b> <b>February 28, 2014</b>	
ATTACHMENTS. The following Exhibits are attached to and incorporated into this Agreement by reference: <ul style="list-style-type: none"> <li>- General Terms and Conditions</li> <li>- Exhibit A, Facility Use Regulations</li> <li>- Exhibit B, Individual Release of Civil Claims and Indemnity Agreement</li> <li>- Exhibit C, Insurance Requirements for EVOC Use</li> </ul>			
This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.			
<b>FOR THE WASHINGTON STATE PATROL:</b>		<b>FOR THE ORGANIZATION:</b>	
WSP Signature	Date	Organization Signature	Date
	3/31/09		3/24/09
FOR: John R. Batiste, Chief		Printed Name and Title CARL KRICORIAN FISCAL MANAGER, BELLEVUE PD	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 7/3/03

## **WSP Academy Facility Use Agreement General Terms and Conditions**

1. **Statement of Work.** Based on availability, WSP shall provide the use of its WSP Academy facilities and other services to the Organization as requested. These facilities and services include:

- Overnight lodging for students
- Meals for students attending training at the WSP Academy
- Classroom use, including a personal computer lab
- Multipurpose Building/Gym
- Training Tank/Pool
- Firing Range
- Hazardous Materials Training Pit
- Emergency Operator Vehicle Course (EVOC), which can include training vehicles and PIT vehicles
- Instructors for various subjects, including EVOC and the Firing Range

The Organization acknowledges that WSP shall not tolerate unruly behavior, including but not limited to, horseplay or roughhousing. The Organization and its members shall make every effort to ensure their own safety and the safety of others. If WSP determines that this section has been violated by the Organization, WSP may stop all Organization training taking place under this Agreement, order the Organization off of WSP premises, and restrict the Organization from the use of WSP facilities in the future.

When fully executed this Agreement replaces any other agreement between the parties on this subject.

2. **Registration for Use of Facilities.** The Organization must make all requests no less than three (3) business days in advance of facility use. The Organization shall make requests to use specific facilities available at the WSP Academy to the WSP Project Manager identified on Page 1 of this Agreement. The Organization shall make this request in writing, and must provide the following information to WSP:

- This Facility Use Agreement Number
- The facility being requested
- The dates/times the facility will be needed
- An Organization point of contact for this use

If available, WSP shall notify the Organization in writing in order to confirm the Organization's use of the requested facility. WSP reserves the right to cancel any registration should WSP mission needs require any facilities use, however WSP shall notify the Organization of any such cancellations as soon as possible.

3. **Facility Regulations.** The Organization shall follow WSP Facility Use Regulations while using WSP facilities under this Agreement. The *WSP Facility Use Regulations* are attached as Exhibit A to this Agreement. Additionally, each individual using either the Multipurpose Building/Gym for ground tactics training, the EVOC, the Firing Range, or the Training Tank/Pool shall sign a *Release of Civil Claims and Indemnity Agreement* (Exhibit B) prior to facility use.

4. **Insurance Requirements for EVOC Use.** If the Organization will use the EVOC at any time during the period of performance of this Agreement, the Organization shall comply with the insurance requirements contained in Exhibit C, *Insurance Requirements for EVOC Use*.

5. **Fees.** The Organization shall reimburse WSP for services rendered under the terms of this Agreement according to rates and fees established in the WSP Training Division User Fee Study in effect at the time of the service. Organizations can obtain this study from the WSP Project Manager identified on Page 1 of this Agreement.

6. **Payment for Services.** WSP shall bill the Organization no more than once per month in accordance with this Agreement. WSP shall send billings to the Organization billing address identified on Page 1 of this Agreement. The Organization shall reimburse WSP within 30 days of receipt of billing from WSP.

7. **Definitions.**

"Agreement" means this Facility Use Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.

"Organization" means the entity purchasing services under this Facility Use Agreement from WSP, and includes the Organization's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Organization shall not be considered an employee or agent of WSP.

## General Terms and Conditions (Continued)

"WSP" means the State of Washington, Washington State Patrol, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Organization.

8. **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
9. **Agreement Alterations and Amendments.** WSP and the Organization may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Organization.
10. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
11. **Disputes.** In the event a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Organization shall appoint a member to the Dispute Board. The Chief of WSP and the Organization shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
12. **Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
13. **Indemnification.** The Organization shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Organization.
14. **Maintenance of Records.** During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document performance of all acts required by statute, regulation, rule, or this Agreement; substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and demonstrate accounting procedures, practices and records which sufficiently and properly document WSP's invoices to the Organization and all expenditures made by WSP to perform as required by this Agreement.
15. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order to: applicable federal and state law, regulations and rules; any other provision of this Agreement; and any document incorporated by reference.
16. **Personnel.** WSP employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
17. **Responsibility for Property Damage.** The Organization shall be responsible for the actual costs for the repairs of any damage resulting from the Organization's use of any WSP facility under this Agreement.
18. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
19. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
20. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

# WSP FACILITY USE REGULATIONS

## 1. General Rules for All Facilities

- a. Safety is the first concern while using WSP facilities.
- b. Report all injuries to the WSP Administrative Building immediately.
- c. The Organization must check in at the WSP Administrative Building prior to beginning training.
- d. The Organization must ensure that all trash has been placed in appropriate trash containers, and that the facility configuration is returned to its original condition at the end of each day of use.
- e. Alcoholic beverages and non-prescription drugs are not allowed at the WSP Academy. Individuals with any noticeable indication of alcohol on their breath will be dismissed from the premises.
- f. The WSP Academy Commander or designee has the final say on determining if the Organization is complying with these Facility Use Regulations, and may suspend the Organization's use of WSP Academy facilities if he/she determines that the Organization is not in compliance.

## 2. Classrooms

- a. No smoking, food or beverages are allowed in the classrooms.
- b. Place chairs on top of desks after the last class of the day.
- c. Ensure that all materials and trash are cleaned up at the end of the day.
- d. Do not open classroom windows.

## 3. Multipurpose Building (Gym)

- a. No smoking, food or beverages are allowed in the Multipurpose Building, including locker rooms and restrooms.
- b. High-top tennis or court shoes are required for all users during sporting events or activities such as basketball or volleyball.
- c. Appropriate attire shall be worn at all times.
- d. No impact weapons will be used on punching bags or Body Opponent Bags (BOB).
- e. Bag gloves will be worn to protect hands while hitting punching bags.
- f. No competitive sparring or wrestling is allowed.
- g. Do not engage in weightlifting without a spotter.
- h. Clean and replace all equipment after use.

## 3. Training Tank

- a. All individuals using the Training Tank must familiarize themselves with the type and location of rescue devices prior to training.
- b. The Organization must have a minimum of two people in the Training Tank area in order to use the Training Tank. The second person does not have to be in the water, but must be able to observe the swimmer.
- c. There is absolutely no running in the Training Tank area.
- d. All swimmers must shower before entering the Training Tank. No swimmer may enter the Training Tank with open sores or wounds, bandages, jewelry, bobby pins or other small items. All swimming attire shall be conservative in appearance.
- e. When training is taking place in the Training Tank, the Organization is required to have two instructors in the Training Tank area for any training taking place in the Training Tank. However, if underwater training is taking place the Organization will have a minimum of three instructors in the Training Tank area (one remaining out of the water, and with two of the three being certified divers). Instructors must explain all safety procedures prior to training taking place. No one will be forced to perform any exercise in which they are not comfortable.
- f. The Organization shall ensure the Training Tank area is locked and secured after use.

## 4. Firing Range

- a. Safety is everyone's responsibility on the firing range. If anyone sees an unsafe situation occur on the firing range they must immediately call a cease fire and notify the firearms instructor.
- b. All firing range training must be supervised by a qualified firearms instructor

## **WSP FACILITY USE REGULATIONS (continued)**

- c. All personnel present must use eye and hearing protection, as well as protective body armor.
- d. Steel targets will not be engaged closer than 15 yards
- e. Discipline must be maintained at all times to prevent mishaps or injuries. All personnel present must obey all range commands immediately.
- f. No one shall give a firearm or take a firearm from anyone unless the firearm's cylinder or action is open, unloaded and with the safety engaged. Likewise, no firearm shall be benched without ensuring the firearm is unloaded, the action opened and the safety engaged.
- g. Shooters shall use the clearing barrels to load, unload or clear rounds from firearms.
- h. No one shall go forward of the firing line unless directed to do so by the firearms instructor.
- i. Handguns will remain holstered at all times except for the firing line. Shotguns and rifles shall be carried with the action or bolt open, the safety engaged and with the muzzle higher than the tallest person in the area. Using a sling to carry a shotgun or rifle over the shoulder is acceptable.
- j. Dry firing is allowed only on the firing line and only at the direction of the firearms instructor.
- k. Firearms may be cleaned in designated areas only.
- l. No food, beverages or smoking is allowed in the firing range area.
- m. Horseplay or unruly behavior will not be tolerated.

### **5. Hazardous Materials Pit**

- a. The gate to the Hazardous Materials Pit must be locked when not in use.
- b. There is no smoking within 500 feet of the outer fence.
- c. The Hazardous Material Pit may not be used at the same time as the Firing Range.

### **6. Emergency Vehicle Operator Course (EVOC)**

- a. The Organization shall follow all directions of the WSP Trooper present during use of the EVOC. WSP may suspend training should the Organization fail to follow these regulations, operate vehicles in an unsafe manner or if weather conditions dictate a suspension of training for safety purposes.
- b. One qualified instructor must be present during use of the EVOC.
- c. Instructors must explain Emergency Stop Procedures prior to training.
- d. High beam headlights will be on, seat belts will be fastened and helmets will be worn by students and instructors at all times while in student training vehicles.
- e. All vehicles will travel in the same direction during training.
- f. Cone setters shall remain off the paved portion of the course when not resetting cones. Students must understand that student drivers are learning and may experience complete loss of control at any time while driving on the EVOC.
- g. Visitors are not allowed on the EVOC without the permission of the WSP Academy Commander.
- h. There is a 50 mph speed limit on the brake-and-steer exercise approaching the skid pan, and a 15 mph speed limit on general skid pan exercises.
- i. Driving on the skid pan while the surface is dry is prohibited. Do not drive on gravel prior to driving on the skid pan. Do not drive on the fire hoses that feed water to the skid pan.
- j. Pursuit Immobilization Technique (PIT) training shall only be performed on the four-lane area of the EVOC. PIT training is not authorized for any other area of the EVOC.
- k. The Organization shall ensure that all debris left on the track is cleaned up, such as dirt debris and coffee cups.
- l. Live fire exercises are expressly prohibited on the EVOC. Blank ammunition and/or simulators may be used provided the use is authorized in writing by the WSP Academy Commander. If authorized, the Organization shall follow WSP directions in the use of these materials.

**RELEASE OF CIVIL CLAIMS AND INDEMNITY AGREEMENT**

For and in consideration of being permitted to use Washington State Patrol facilities at the Washington State Patrol Academy in Shelton, Washington State; and understanding I am in no way an employee or agent of the Washington State Patrol;

I, \_\_\_\_\_,  
*(Please print your full name)*

for myself, my heirs, assigns or other successors in interest, do hereby release and forever discharge the Washington State Patrol, the State of Washington, its officers, agents, employees, agencies and departments from any and all liability for all existing and future claims, damages, and causes of action of any nature whatsoever which I may have or which may cause injury to me or which may otherwise arise as a result of my being a permissive user of Washington State Patrol facilities, and I do hereby waive any claim against the Washington State Patrol, the State of Washington, its officers, agents, employees, agencies and departments for personal injuries, loss of service, or medical expenses of whatever nature which might arise during or as a result of my being a permissive user of Washington State Patrol facilities.

Furthermore, I do agree that I will forever protect, defend, hold harmless and indemnify the Washington State Patrol, the State of Washington, its officers, agents, employees, agencies and departments against any and all claims for damages, judgements, or liabilities by third persons that may occur as a direct or indirect result of my using Washington State Patrol facilities, including those resulting directly or indirectly from my acts or omissions, from the indemnitee's acts or omissions, or any combination thereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed: \_\_\_\_\_

Witness: \_\_\_\_\_

**INSURANCE REQUIREMENTS FOR EVOC USE**

1. **General.** In order to use the EVOC, the Organization shall, at all times during the term of this Agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Agreement at WSP's option. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

Before gaining access to the EVOC, the Organization shall furnish the WSP Administrative Contact named on Page 1 of this Agreement with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by WSP. If the Organization is self-insured, evidence of its status as a self-insured entity shall be provided to WSP. If requested by WSP, the Organization must describe its financial condition and the self-insured funding mechanism.

2. **Level of Insurance.**

- a. **General Liability:** The Organization shall maintain general liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
- b. **Business Auto Liability:** The Organization shall maintain business auto liability with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. The Organization waives all rights against WSP for the recovery of damages to the extent they are covered by business auto liability insurance.

3. **Cancellation of Insurance.** The Organization's insurer shall give WSP forty-five (45) calendar days advance notice of cancellation or non-renewal of any insurance referred to herein. If cancellation is due to non-payment of premium, WSP shall be given ten (10) days advance notice of cancellation.

City of  
Bellevue



Post Office Box 90012 • Bellevue, Washington • 98009 9012

March 23, 2009

Ms. Cindy Haider  
Budget and Fiscal Services  
Washington State Patrol  
PO Box 42602  
Olympic, WA 98504-2602

RE: WSP Agreement No. C090643GSC, Academy Facility Use Agreement  
City of Bellevue Letter of Self-Insurance

Dear Ms. Haider:

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,

A handwritten signature in cursive script that reads "Joanne Nicolai". The signature is written in black ink and is positioned above the printed name and title.

Joanne Nicolai  
Risk Manager

cc: Carl Krikorian

CHRISTINE O. GREGOIRE  
Governor



JOHN R. BATISTE  
Chief

STATE OF WASHINGTON  
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • [www.wsp.wa.gov](http://www.wsp.wa.gov)

January 28, 2009

Lieutenant John McCracken  
Bellevue Police Department  
Traffic Motor Unit  
450 110<sup>th</sup> Ave NE  
Bellevue WA 98009-9012

Dear Lieutenant McCracken:

Subject: WSP Agreement No. C090643GSC, Academy Facility Use Agreement

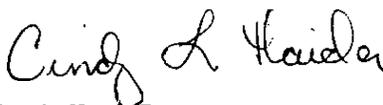
Enclosed are two originals of the referenced agreement between the Washington State Patrol and your agency. Once an approved representative of your agency has signed these agreements, please return all originals along with proof of insurance per Exhibit C, to the following:

Ms. Cindy Haider  
Budget and Fiscal Services  
Washington State Patrol  
PO Box 42602  
Olympia WA 98504-2602

One fully executed original will be returned to you for your records. The Washington State Patrol contract tracking number is referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Ms. Haider at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

*for*   
Mr. Jeffrey R. Hugdahl  
Budget and Fiscal Services

JRH:clh  
Enclosures



CHRISTINE O. GREGOIRE  
Governor



JOHN R. BATISTE  
Chief

STATE OF WASHINGTON  
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • [www.wsp.wa.gov](http://www.wsp.wa.gov)

April 2, 2009

Mr. Carl Krikorian  
Bellevue Police Department  
Traffic Motor Unit  
450 110<sup>th</sup> Ave NE  
Bellevue WA 98009-9012

Dear Mr. Krikorian:

Subject: WSP Agreement No. C090643GSC – Academy Facility Use Agreement

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your agency. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at (360) 596-4071.

Sincerely,

CHIEF JOHN R BATISTE

*for, Cindy L. Haider*  
Mr. Jeffrey R. Hugdahl  
Budget and Fiscal Services

JRH:clh  
Enclosure



Search Results Excluded By  
Exact Name : Washington State Patrol  
as of 18-Feb-2009 3:37 PM EST

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Your search returned no results.

CR# 44152 Date: 04.07.09 Loc: 09.253 PO #: 950097-000



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

### Contract Routing Form

#### Current Contract Information:

**Contract Title:**

Washington State Patrol - Academy Facility Use Agreement ✓

**Contract Description:**

Facility use agreement for BPD Traffic Unit to attend motorcycle training

**Total Contract Value:** \$11,840.00 \*

**This Amendment Value:**

**Department:** Police - 593

**Contract Manager:** Carl Krikorian

**Contract Type:** Interlocal Agreement (ILA)

**Contract Form:**

Vendor contract document

**Budget Expenditure:**

Expenditure Contract - Sufficient Funds

#### Vendor Information:

**Is this a new vendor?** No

**Vendor Name:** Washington State Patrol

**JDE Vendor Number:** 31004

**Is this vendor an independent contractor?** Yes

**Tax ID #:**

**COB License #:**

**UBI #:** 312008834?

**Contractor's License #:**

#### Contract Terms:

**Original Effective Date:** 03/01/2009 ✓ **End Date:** 02/28/2014 ✓

**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>Wabi Braun</u>		<u>2/18/09</u>
Information Technology: <u>Not Required</u>		
Legal: <u>[Signature]</u>	<u>2/18/09</u>	<u>3/23/09</u>
Insurance Reviewed By: <u>Joanne Nicolai</u>	<u>3/4/09</u>	<u>3/23/09</u>
Department Director: <u>[Signature]</u>	<u>3/23/09</u>	<u>3/23/09</u>
Contracting Services: <u>Wabi Braun</u>		<u>3/24</u>
Return To: <u>Carl Krikorian</u>		
City Clerk's Office: <u>Chaugen</u>	<u>04.07.09</u>	<u>04.07.09</u>

\* THIS IS A FIVE YEAR AGREEMENT FOR POTENTIALLY TWO COURSES PER YEAR. CURRENTLY THERE IS ONLY ONE CLASS SCHEDULED, IN JUNE. I ESTIMATED TWO COURSES PER YEAR. THIS AGREEMENT MERELY ALLOWS OUR OFFICERS TO USE THE WSP COURSE FOR TRAINING EXERCISES

CC

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**Selection Method:**

Selection Method: Interlocal/MOU

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**Budget Information:**

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
1	Motorcycle Training	06/30/2009	31630.543500.2140	\$1,480.00	No	\$1,480.00
2	Motorcycle Training	12/31/2009	31630.543500.2140	\$1,480.00	No	\$1,480.00
3	Motorcycle Training	12/31/2010	31630.543500.2140	\$2,960.00	No	\$2,960.00
4	Motorcycle Training	12/31/2011	31630.543500.2140	\$2,960.00	No	\$2,960.00
5	Motorcycle Training	12/31/2012	31630.543500.2140	\$2,960.00	No	\$2,960.00

**Additional Comments:**

### CONTRACT REVIEW CRITERIA

**Contract Title:** Washington State Patrol - Academy Fa... **Vendor Name:** Washington State Patrol

**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?
- NA**  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)? **NO-**
- NA**  g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- NA**  h) Has the Selection Method been explained in Additional Comments? Are results attached?
- NA**  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? **agmt.**
- 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?
- NA**  w) Is the contract exempt from paying Prevailing Wages? **yes** 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? **muni sub**
- y) Are the Contractor's worker's compensation premiums current?
- z) Is the Contractor on the Federal Debarred Suspended List? **NO**
- NA**  aa) Does the vendor have an active Professional/Contractor License with the Washington State Department of Licensing?

Retro review contracts

**RISK MANAGEMENT:**

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work? **No insurance requirements**
- 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?