



CONTRACTS & AGREEMENTS

ECM INDEX DATA

INTRLOC_00 WASHINGTON STATE PATROL

File Location

Vendor Name

Document Type:	Interlocal New
Vendor Name:	WASHINGTON STATE PATROL
PO# Location:	INTRLOC-000
Effect Date:	01/22/2014
Term Date:	12/31/2018
CR#:	51108
Related CR#:	
Ordinance:	
Resolution:	8680
Leg Date:	01/21/2014
Vendor #:	34004
Description:	INTERLOCAL WSP AGREEMENT FOR STATE REIMBURSEMENT OF MUTUAL AID SERVICES PO 1410008-000

WASHINGTON STATE PATROL
12/31/2018

Notes:

Mar 10, 2014 FSU: M JDE: M SI: M ECM: M

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2018
500176854

CR# 51108 DATE 3-10-14 LOC INTRLOC-00

INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
WASHINGTON STATE PATROL
AND
BELLEVUE FIRE DEPARTMENT

PO 1410008-00

ARS 8680

This Interagency Agreement (Agreement), pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Service Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act), is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and the Bellevue Fire Department, a statutorily authorized fire agency within the State of Washington, hereinafter referred to as "Fire Agency."

The purpose of this Agreement is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan). The Mobilization Plan and any subsequent versions adopted pursuant to RCW 43.43.962 are incorporated herein by this reference.

Therefore, it is mutually agreed that:

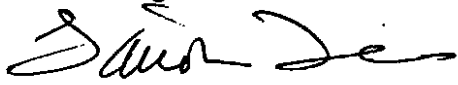
- 1. Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the Fire Agency responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.
- 2. Period of Performance.** The period of performance of this Agreement begins on January 1, 2014 and ends on December 31, 2018 unless terminated sooner as provided herein.
- 3. Billing Procedures.** WSP shall reimburse the Fire Agency upon the receipt of properly executed claim forms submitted by the Fire Agency according to the Mobilization Plan. Claims for payment submitted by the Fire Agency to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization. The Fire Agency is required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
- 4. Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 5. Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties

shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

6. **Agreement Management.** The work described herein shall be performed under the coordination of Chief Mike Eisner of the Fire Agency, and Assistant State Fire Marshal Paul Perz of WSP, or their successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement.
7. **Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.
8. **Agreement Alterations and Amendments.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
9. **Termination.** Either party may terminate this Agreement upon thirty (30) calendar days' written notification to the other party. 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 prior to the effective date of termination.
10. **Appeals of Denied Claims.** In the event that WSP denies payment of claim(s) submitted by the Fire Agency under this Agreement, the Fire Agency may appeal the denial according to the Mobilization Plan. The process contained in the Mobilization Plan is the sole administrative recourse available to the Fire Agency for the appeal of denied claims.
11. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
 1. Applicable federal and state statutes and regulations;
 2. Terms and Conditions contained in this Agreement
 3. Any other provisions of the Agreement, whether incorporated by reference or otherwise.
12. **All Writings Contained Herein.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For the Washington State Patrol:



FOR: John R. Batiste, Chief

1/31/14

Date

For the Bellevue Fire Department:



Signature

1-2-14

Date

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/5/2008

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 8680, authorizing execution of an Interagency Agreement with Washington State Patrol to authorize the City's Fire Department to allow reimbursement of fire mobilization costs per the Washington State Fire Services Resource Mobilization Plan.

FISCAL IMPACT

The proposed Interagency Agreement will not require additional expenditures, but will instead compensate the City for services provided under the Washington State Fire Services Resource Mobilization Plan.

STAFF CONTACTS

Mike Eisner, Fire Chief	452-6895
Stacie Martyn, Fiscal Manager	452-7670
<i>Fire Department</i>	

POLICY CONSIDERATION

This agreement provides for reimbursement of allowable Fire Agency costs incurred while its assets are mobilized and responding to large state and regional emergency incidents.

BACKGROUND

Bellevue Fire provides mutual aid to local jurisdictions upon request as agreed upon in the Washington State Fire Mobilization Plan. As such, the Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property.

Pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act) this Interagency Agreement provides for the reimbursement of allowable fire agency costs incurred while its assets are mobilized in mutual aid situations. Over the past several years, Bellevue Fire has responded under the Washington State Mobilization Plan to one or two major incidents each year. Approving this agreement will allow the Department to continue with providing this service and obtaining cost recovery.

EFFECTIVE DATE

If approved, this Resolution becomes effective immediately.
The agreement will become effective immediately with Council approval.

OPTIONS

1. Adopt Resolution No. 8680 authorizing execution of an Interagency Agreement with the Washington State Patrol to authorize the City of Bellevue Fire Department to allow reimbursement of fire mobilization costs per the Washington State Fire Services Resource Mobilization Plan.
2. Do not adopt Resolution No. 8680 and provide alternative direction to staff.

MOTION

Move to adopt Resolution No. 8680 authorizing execution of an Interagency Agreement with the Washington State Patrol to authorize the City of Bellevue Fire Department to allow reimbursement of fire mobilization costs per the Washington State Fire Services Resource Mobilization Plan.

ATTACHMENTS

Proposed Resolution No. 8680

AVAILABLE IN COUNCIL OFFICE

WSP Agreement No.C140620GSC, State Fire Mobilization Reimbursement

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO: 8680


A RESOLUTION authorizing execution of an Interagency Agreement with Washington State Patrol to authorize the City of Bellevue Fire Department to allow reimbursement of fire mobilization costs per the Washington State Fire Services Resource Mobilization Plan.

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 Interagency Agreement with Washington State Patrol to authorize the City of Bellevue Fire Department to allow reimbursement of fire mobilization costs per the Washington State Fire Services Resource Mobilization Plan, a copy of which agreement has been given Clerk's receiving No. 51108.

Passed by the City Council this 21st day of January, 2014, and signed in authentication of its passage this 21st day of January, 2014.

(SEAL)



Claudia Balducci, Mayor

Attest:



Myrna L. Basich, City Clerk.

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 3680, authorizing execution of an Interagency Agreement with Washington State Patrol to authorize the City's Fire Department to allow reimbursement of fire mobilization costs per the Washington State Fire Services Resource Mobilization Plan.

FISCAL IMPACT

The proposed Interagency Agreement will not require additional expenditures, but will instead compensate the City for services provided under the Washington State Fire Services Resource Mobilization Plan.

STAFF CONTACTS

Mike Eisner, Fire Chief	452-6895
Stacie Martyn, Fiscal Manager	452-7670
<i>Fire Department</i>	

POLICY CONSIDERATION

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Pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act) this Interagency Agreement provides for the reimbursement of allowable fire agency costs incurred while its assets are mobilized in mutual aid situations. Over the past several years, Bellevue Fire has responded under the Washington State Mobilization Plan to one or two major incidents each year. Approving this agreement will allow the Department to continue with providing this service and obtaining cost recovery.

EFFECTIVE DATE

If approved, this Resolution becomes effective immediately.

The agreement will become effective immediately with Council approval.

OPTIONS

1. Adopt Resolution No. 8680 authorizing execution of an Interagency Agreement with the Washington State Patrol to authorize the City of Bellevue Fire Department to allow reimbursement of fire mobilization costs per the Washington State Fire Services Resource Mobilization Plan.
2. Do not adopt Resolution No. 8680 and provide alternative direction to staff.

MOTION

Move to adopt Resolution No. 8680 authorizing execution of an Interagency Agreement with the Washington State Patrol to authorize the City of Bellevue Fire Department to allow reimbursement of fire mobilization costs per the Washington State Fire Services Resource Mobilization Plan.

ATTACHMENTS

Proposed Resolution No. 8680

AVAILABLE IN COUNCIL OFFICE

WSP Agreement No.C140620GSC, State Fire Mobilization Reimbursement



CR# 51108 Date: 3-10-14 PO # & Loc: 1410008.000

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

Contract Routing Form

GR

Current Contract Information:

Contract Title: WSP Agreement C140620GSC State Fire Mob Reimbursement
Contract Description: Interagency Agreement between City and WSP to allow for reimbursement of mutual aid services.
Total Contract Value: TBD
This Amendment Value: N/A
Department: Fire - 514
Contract Manager: Stacie Martyn, Fiscal Manager
Contract Type: Interlocal Agreement (ILA)
Contract Form: Standard COB document with no changes
Budget Expenditure: Revenue
Maximo User: Yes

Vendor Information:

New Vendor?	No	Tax ID#:	
Vendor Name:	Washington State Patrol	COB License #:	
JDE Vendor Number:	<u>34004</u>	UBI #:	
Independent Contractor?	Yes	Contractor's Lic. #:	

Contract Term:

Original Effective Date: 01/01/2014 **End Date:** 12/31/2018
Subject To: No Renewal

Council Approval:

Does this contract require council approval? Yes

Council Award Date: 1/21/2014 **Council Action:** Ordinance **Legislative #:** 8680

Route:

	<u>In</u>	<u>Out</u>
Procurement Services: <u>A. Calver</u>	<u>1/14/14</u>	
Information Technology: Not Required		
Legal: <u>Thomas B.</u>	<u>1-14-14</u>	<u>1/19/14</u>
Insurance Reviewed By: <u>[Signature]</u>	<u>1-21-14</u>	<u>1/23/14</u>
Department Director: <u>[Signature]</u>	<u>1/21/14</u>	<u>1/21/14</u>
Procurement Services: <u>A. Calver</u>	<u>1/28/14</u>	<u>1/28/14</u>
Return To: Babette Bechtold		
City Clerk's Office: <u>M. Torrey</u>	<u>3-10-14</u>	<u>3-10-14</u>

CONTRACT REVIEW CRITERIA

Dept.	PS	
<input type="checkbox"/>	<input type="checkbox"/>	Does the Contract Routing/Approval Form and Contract have consistent information? Y
<input type="checkbox"/>	<input type="checkbox"/>	Is the Contract Type and template appropriate for the services performed? Y
<input type="checkbox"/>	<input type="checkbox"/>	Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate? NA
<input type="checkbox"/>	<input type="checkbox"/>	Is the JDE vendor name and number accurate? Y
<input type="checkbox"/>	<input type="checkbox"/>	Does the Company have a Bellevue Business License? If not, date Tax Office was notified? _____
<input type="checkbox"/>	<input type="checkbox"/>	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
<input type="checkbox"/>	<input type="checkbox"/>	Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)? Y 1/21/14 - 12/31/18
<input type="checkbox"/>	<input type="checkbox"/>	Is this an amendment or renewal? If so, are the original contract #'s and values indicated? Y
<input type="checkbox"/>	<input type="checkbox"/>	Has the Selection Method been explained in Additional Comments? Are results attached? NA
<input type="checkbox"/>	<input type="checkbox"/>	If there is an ordinance/resolution/motion for this contract, are the date and # noted and a copy attached? Y 1/21/14 8680
<input type="checkbox"/>	<input type="checkbox"/>	Does the contractor meet requirements of the Independent Contractor Threshold question?
<input type="checkbox"/>	<input type="checkbox"/>	Is Attachment "A" (Scope of Work and/or Services) attached? Y
<input type="checkbox"/>	<input type="checkbox"/>	Is Attachment "B" (Insurance Requirements) attached?
<input type="checkbox"/>	<input type="checkbox"/>	Are any additional riders required? If so, which one's? _____
<input type="checkbox"/>	<input type="checkbox"/>	Does Insurer have a Best rating of A- or better?
<input type="checkbox"/>	<input type="checkbox"/>	Is the Contractor identified as the insured?
<input type="checkbox"/>	<input type="checkbox"/>	Does the Contractor have Commercial General Liability, Commercial Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
<input type="checkbox"/>	<input type="checkbox"/>	Are the policy expiration date(s) on the Certificate of Insurance current?
<input type="checkbox"/>	<input type="checkbox"/>	Does the Contractor have a self-insured retention? Is it above \$50,000?
<input type="checkbox"/>	<input type="checkbox"/>	Is the City listed as the Certificate Holder?
<input type="checkbox"/>	<input type="checkbox"/>	Is the Certificate signed?
<input type="checkbox"/>	<input type="checkbox"/>	Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
<input type="checkbox"/>	<input type="checkbox"/>	If this contract requires the payment of Prevailing Wages, are current Wage Rates referenced in Attachment "C"? NA
<input type="checkbox"/>	<input type="checkbox"/>	Does the Contractor have an open account with the Washington State Department of Revenue?
<input type="checkbox"/>	<input type="checkbox"/>	Are the Contractor's worker's compensation premiums current?
<input type="checkbox"/>	<input type="checkbox"/>	Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing?
<input type="checkbox"/>	<input type="checkbox"/>	Is the Vendor on the Federal Debarred Suspended List?

RISK MANAGEMENT:

- ☐ Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- ☐ Does the Contractor's Certificate of Insurance comply with the requirements?
- ☐ Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City?
- ☐ Does the Hold Harmless clause include language referencing Title 51 releases?

Related Contract Information:

Amendment/change order/renewal? No

Selection Method:

Selection Method: Interlocal/MOU

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
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Additional Comments: