



1910004\_00

CITY OF MERCER ISLAND

File Location

Vendor Name

**Document Type:** Interlocal New

**Vendor Name:** CITY OF MERCER ISLAND

**PO# Location:** 1910004\_000

**Effect Date:** 01/08/2019

**Term Date:** 12/31/2020

**CR#:** 74485

**Related CR#:** \_\_\_\_\_

**Ordinance:** \_\_\_\_\_

**Resolution:** \_\_\_\_\_

**Leg Date:** \_\_\_\_\_

**Vendor #:** 71108

**Description:** PROVIDING ADAPTIVE RECREATION SERVICES TO COB  
PO 1910004-000

Notes:

Feb 21, 2019 FSU: AS JDE: AS SI: AS ECM: AS

1910004\_00  
CITY OF MERCER ISLAND  
12/31/2020  
500453659



**AGREEMENT FOR SERVICES - PROGRAMS WITH  
DISABILITIES AT HIGHLAND COMMUNITY  
CENTER, BELLEVUE**

CITY OF MERCER ISLAND, WASHINGTON  
9611 SE 36th Street, Mercer Island, WA 98040

The City of Mercer Island, Washington, a municipal corporation (hereinafter the "City") and the City of Bellevue, a Washington municipal corporation, whose address is Post Office Box 90012, Bellevue, Washington, 98009-9012 (hereinafter the "Contractor") agree and contract as follows:

**I. SERVICES BY CONTRACTOR**

- A. The Contractor agrees to perform the services described in Attachment A to this Agreement, which attachment is incorporated herein by reference.
- B. All services and all duties incidental or necessary thereto shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.

**II. COMPENSATION**

- A. The City of Mercer Island will pay the City of Bellevue for participation by qualified Mercer Island residents in the Programs for People with Disabilities at the Highland Community Center at a per hour rate for youth development disability programs and at a per hour rate for adult developmental disability programs, as set forth in Attachment A. This includes all labor, materials and expenses required for the completion of these services.
- B. Payment to Contractor by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses and other necessary incidentals.
- C. The Contractor shall be paid quarterly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the

date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

### **III. TERM/TERMINATION OF AGREEMENT**

- A. This Agreement shall commence on January 1, 2019 and shall terminate on December 31, 2020.
- B. Either party reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days notice to the other party in writing. In the event of termination, all finished or unfinished reports or other material prepared by the Contractor pursuant to the Agreement shall be provided to the City. In the event the City terminates prior to completion without cause, Contractor may complete such analyses and records as may be necessary to place its files in order. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination not to exceed the payment ceiling set forth above.

### **IV. OWNERSHIP OF WORK PRODUCT**

Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda and any other documents which are developed, compiled or produced specifically for the City of Mercer Island as a result of this Agreement, whether or not completed, shall be vested in the City of Mercer Island. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Contractor will be at the sole risk of the City.

### **V. GENERAL ADMINISTRATION AND MANAGEMENT**

The Director of Parks and Recreation for the City of Mercer Island shall review and approve the Contractor's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Contractor, and shall coordinate all communications with the Contractor from the City.

### **VI. SUCCESSORS AND ASSIGNS**

The Contractor shall not assign, transfer, convey, pledge or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

### **VII. NONDISCRIMINATION**

To the extent permissible by law, the Contractor shall, in all hiring or employment made possible or resulting from this Agreement, take affirmative

action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

**VIII. HOLD HARMLESS**

Each party agrees to indemnify, defend and save harmless the other and its officers, agents and employees, from any claim, real or imaginary, filed against the other or its officers, agents or employees, alleging damage or injury arising out of the subject matter of this Agreement, provided, however, that such provision shall not apply to the extent that damage or injury results from the fault of either party and/or its officers, agents or employees. "Fault" as herein used shall have the same meaning as set forth in RCW 4.22.015.

**IX. LIABILITY INSURANCE COVERAGE**

Contractor is self-insured and will provide evidence of self insurance to the City.

**X. COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable State, Federal and City laws, ordinances, regulations and codes.

**XI. FUTURE SUPPORT**

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

**XII. INDEPENDENT CONTRACTOR**

Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Contractor agrees that it is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state and local laws regarding the reporting of taxes, maintenance of insurance and records and all other requirements and obligations imposed on it as a result of its status as an independent contractor. The Contractor is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the contractor or any employee of contractor.

**XIII. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represent 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.

**XIV. ADDITIONAL WORK**

The City may desire to have the Contractor perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. Such work may include, but shall not be limited to program services. Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental agreement between the Contractor and the City

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONTRACTOR

CITY OF MERCER ISLAND

By: Toni Esparza  
Toni Esparza  
Assistant Director  
City of Bellevue Parks & Community  
Services Department

By: Jessi Bon  
Jessi Bon  
Director of Parks & Recreation  
City of Mercer Island

Date:

Date:

APPROVED AS FORM:

APPROVED AS FORM:

By: Katleen Kiri  
Asst. City Attorney  
City of Bellevue

By: Kari Sand  
Kari Sand  
City Attorney  
City of Mercer Island

Date: 1/16/19

Date:



CITY OF MERCER ISLAND, WASHINGTON  
9611 SE 36th Street, Mercer Island, WA 98040

## SERVICES ATTACHMENT A

The City of Mercer Island is interested in meeting the needs of its residents with disabilities as prescribed in the Americans with Disabilities Act of 1991.

The City of Mercer Island is not able to meet some of the special recreation needs of its citizens with disabilities and the City of Bellevue has facilities, programs and staffing that can accommodate these needs. Therefore, the City of Mercer Island will pay for participation by qualified Mercer Island residents, in the Programs for People with Disabilities at the Highland Community Center. For the purpose of this Agreement, Mercer Island residents are considered to be those with Mercer Island 98040 zip code in accordance with the Mercer Island City Limits map provided to Highland Community Center. Payment will be at a rate of \$11.00 per hour minus the fee paid by the resident per qualified resident for Adult Developmental Disability programs and for Youth Developmental Disability programs and programs for people with Physical Disabilities. This hourly rate is based on the City of Bellevue's average cost of providing programs for individuals with disabilities.

The City of Bellevue will send the City of Mercer Island an invoice for services in the previous program quarter, stating the total amount due, the names and addresses of the residents served and the program and number of hours of service for each resident. During the period covered by this Agreement, the City of Mercer Island will pay an amount, based on the number of participant hours, not to exceed a total of \$5,000.00 annually for services, unless written approval to exceed the amount is provided by the City of Mercer Island to the City of Bellevue before the maximum is exceeded. This Agreement will give the City of Mercer Island residents with disabilities the same registration priority and rate structure as that given to the City of Bellevue residents for the programs covered herein.

## Jackson, Tammie

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**From:** Indurkar, Kim  
**Sent:** Thursday, January 24, 2019 8:40 AM  
**To:** Jackson, Tammie  
**Subject:** RE: City of MI Agreement

[Diane.Mortenson@mercergov.org](mailto:Diane.Mortenson@mercergov.org)

Here is the contact information

**From:** Jackson, Tammie  
**Sent:** Thursday, January 24, 2019 8:09 AM  
**To:** Indurkar, Kim <[KIndurkar@bellevuewa.gov](mailto:KIndurkar@bellevuewa.gov)>  
**Subject:** RE: City of MI Agreement

Hi Kim – Should this go to attention Jessi Bon, or do you have another contact?  
Thank you!  
Tammie

**From:** Carlson, Angela  
**Sent:** Thursday, January 24, 2019 7:43 AM  
**To:** Indurkar, Kim <[KIndurkar@bellevuewa.gov](mailto:KIndurkar@bellevuewa.gov)>  
**Cc:** Jackson, Tammie <[TJackson@bellevuewa.gov](mailto:TJackson@bellevuewa.gov)>  
**Subject:** City of MI Agreement

FYI Kim,

Tammie is sending the agreement to MI for signature.

Angela Carlson  
City of Bellevue  
Procurement Services Division  
Finance and Asset Management Department  
425-452-4328  
[acarlson@bellevuewa.gov](mailto:acarlson@bellevuewa.gov)



2040 84th Ave SE  
 Mercer Island, WA 98040  
 Phone: 206.275.7609  
 Fax: 206.275.7868  
 email: [miparks@mercergov.org](mailto:miparks@mercergov.org)  
 web: [www.mercergov.org](http://www.mercergov.org)

## LETTER OF TRANSMITTAL

To: City of Bellevue, Parks & Community Services Dept	Date: 2/13/19
Attention: Tammie Jackson	
From: Tammy Bodmer, Senior Administrative Assistant	
Re: Agreement	

We are sending you  Attached  Under Separate Cover via \_\_\_\_\_ the following:

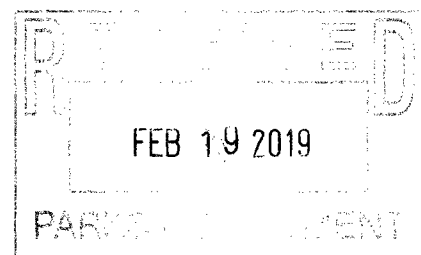
- |   |   |                                       |   |
|---|---|---------------------------------------|---|
| <input type="checkbox"/> Bid Documents                | <input type="checkbox"/> Specifications | <input type="checkbox"/> Change Order | <input type="checkbox"/> Copy of letter |
| <input checked="" type="checkbox"/> Contract/Addendum | <input type="checkbox"/> Prints         | <input type="checkbox"/> Plans        | <input type="checkbox"/> Samples        |

Copies	Date	Description
1	2/13	Agreement – Specialized Recreation Services

THESE ARE TRANSMITTED as checked below:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> For approval            | <input type="checkbox"/> Approved as Submitted | <input type="checkbox"/> Resubmit _____ copies for approval   |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted     | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> For Review and Comment  | <input type="checkbox"/> _____                 |   |

REMARKS:







**CONTRACT FACE SHEET**

**Document Type:**

- Contract
- MOU
- Interlocal Agreement
- Notice of Acceptance
- Retainage
- Franchise Agreement
- Right of Way Use Agreement
- Lien
- Correspondence
- Collective Bargaining Agreement

**Status:**

- New
- Amendment
- Change Order
- Renewal
- Cancellation

**\*Vendor Name:** City of Mercer Island

**\*JDE PO Number:** 1910004.000

**\*Effective Date:** 01/08/2019

**\*Termination Date:** 12/31/2020

**Amendment Effective Date:** \_\_\_\_\_

**\*Clerk's Receiving Number:** 74485

**Related Receiving Number:** \_\_\_\_\_

**Bid/RFP/RFQ/ITQ Number:** \_\_\_\_\_

**Ordinance Number:** \_\_\_\_\_

**Resolution Number:** \_\_\_\_\_

**CIP Number:** \_\_\_\_\_

**Project Name:** Mercer Island Agreement for Services

**Site Name:** \_\_\_\_\_

**Vendor Number:** \_\_\_\_\_

**File Location:** \_\_\_\_\_

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

Face Sheet Date: \_\_\_\_\_  
Scan Date: \_\_\_\_\_  
Index Date: \_\_\_\_\_

NA

### CONTRACT REVIEW CRITERIA

Dept.	PS	
<input type="checkbox"/>	<input type="checkbox"/>	Does the Contract Routing/Approval Form and Contract have consistent information?
<input type="checkbox"/>	<input type="checkbox"/>	Is the Contract Type and template appropriate for the services performed?
<input type="checkbox"/>	<input type="checkbox"/>	Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate?
<input type="checkbox"/>	<input type="checkbox"/>	Is the JDE vendor name and number accurate?
<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"/>	Do the Contract Start/End Dates comply with current policies (maximum 5 years unless exception noted)?
<input type="checkbox"/>	<input type="checkbox"/>	Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
<input type="checkbox"/>	<input type="checkbox"/>	Has the Selection Method been explained in Additional Comments? Are results attached?
<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?
<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?
<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"?
<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"/>	Have you checked the Office of Minority and Women-Owned Businesses website?
<input type="checkbox"/>	<input type="checkbox"/>	Have you checked the King County Small Business Certification website?
<input type="checkbox"/>	<input type="checkbox"/>	<b>Is the Vendor on the Federal Debarred Suspended List?</b>

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**Related Contract Information:**

Amendment/change order/renewal? No

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**Selection Method:**

Selection Method: Interlocal/MOU

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**Budget Information:**

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
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No

**Additional Comments:**

5000.00 max  
to be pd by MI to COB

CR# 74485 Date: 2/21/19 PO # & Loc: 1910004.000



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

**Contract Routing Form**

**Current Contract Information:**

**Contract Title:** Mercer Island Agreement for Services  
**Contract Description:** Mercer Island will pay COB for providing adaptive recreation services  
**Total Contract Value:** up to 5000.00  
**This Amendment Value:** N/A  
**Department:** Parks - 587  
**Contract Manager:** Kim Indurkar  
**Contract Type:** Interlocal Agreement (ILA) MOW  
**Contract Form:** Custom contract document  
**Budget Expenditure:** Revenue  
**Maximo User:** No

GRV/MOW

**Vendor Information:**

**New Vendor?** No **COB License #:** NA  
**Vendor Name:** City of Mercer Island **UBI #:** NA  
**JDE Vendor Number:** 71108 **Contractor's Lic. #:** NA  
**Independent Contractor?** Yes

**Contract Term:**

**Original Effective Date:** 01/08/2019 **End Date:** 12/31/2020  
**Subject To:** One 2-year renewal

**Council Approval:**

Does this contract require council approval? No

**Route:**

		In	Out
Procurement Services:	<u>A. Calson</u>	<u>1/15/19</u>	<u>1/15/19</u>
Information Technology:	Not Required		
Legal:	<u>Gabriela Kim</u>	<u>1/16/19</u>	<u>1/16/19</u>
Insurance Reviewed By:	<u>[Signature]</u>	<u>1/18/19</u>	<u>1-18-19</u>
Department Director:	<u>[Signature]</u>	<u>1/23/19</u>	<u>1/24/19</u>
Procurement Services:	<u>A. Calson</u>	<u>2/20/19</u>	<u>2/20/19</u>
Return To:			
City Clerk's Office:	<u>Aue Gunderson</u>	<u>2/21/19</u>	<u>2/21/19</u>

RISK