

CR: \_\_\_\_\_ Date: \_\_\_\_\_ PO# & Loc: 1750079.000



City of Bellevue  
Finance - Contracting Services  
425-452-7876

**General Services Contract**

**City of Bellevue Contract Identification Information:**

Contract Title: Eastside Pathways Contract

This AGREEMENT is entered into between the **City of Bellevue, Washington ("CITY")** and **Eastside Pathways**  
PO Box 913 Bellevue WA 98008-0913 ("CONTRACTOR").

**1. WORK BY CONTRACTOR**

The Contractor shall perform the work described in the Scope of Work, which is attached hereto as Attachment "A" and by this reference is incorporated herein.

**2. TERM OF CONTRACT**

- A. Contractor will begin providing services on, or about **04/18/2017**, or upon contract execution (signature of both parties), whichever is later, and will complete services on **12/31/2018**, however, Contractor shall not initiate, or otherwise begin work on any services covered by this agreement until notification to proceed is provided by the City's designated personnel, as identified below.

**3. PAYMENT**

A: City shall pay the Contractor for such services:

- Hourly Rate: \_\_\_\_\_ per hour, but not more than a total of \_\_\_\_\_.
- Fixed Sum: A total amount of: **\$400,000.00**, to be paid per invoice schedule.
- Other: \_\_\_\_\_, for all services performed, and expenses incurred under this agreement.

- B. The Contractor shall maintain time and expense records, report them to the City monthly and shall submit invoices to the City monthly for payment of work performed to the date of the invoice. Invoices shall be in a format acceptable to the City. Contractor will furnish such receipts, documents and other supporting materials as City reasonably may request to verify the contents of any invoice.
- C. The City shall pay all invoices from the Contractor by mailing a City warrant within 30 days of receipt of a properly completed invoice including compliance with all required public works and prevailing wage processes.
- D. All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the City for a period of three (3) years after final payment. Copies shall be made available to the City upon request.
- E. If during the course of the Contract, the work performed does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the work to comply with the Contract requirements and the City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

#### **4. RESPONSIBILITY OF CONTRACTOR**

- A. Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall erect and properly maintain at all time, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.
- B. Warranty. The Contractor shall be responsible for correcting any deficiencies and for completing all the work as described in Attachment A. Where deficiencies or failure to appear or perform would cause delay or lack of service to the City, the City may elect to recover liquidated damages as specified in Attachment "A".
- C. Employment. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only 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 act or omission on the part of the Contractor's employees, while so engaged in any of the work or services provided for or rendered herein, shall be the obligation of the Contractor and not of the City.

#### **5. COMPLIANCE WITH LAWS**

- A. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, color, creed, religion, gender, age, national origin, pregnancy, genetic information, marital status, sexual orientation (including gender identity), or the presence of any sensory, physical, or mental disability or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. Without limiting the foregoing, Contractor agrees to comply with the provisions of Attachment "C", attached hereto and incorporated herein by this reference. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.
- B. The Contractor shall comply with all federal, state and local regulations and ordinances applicable to the work to be done under this Contract.
- C. Any violation of the provisions of this Paragraph 5 shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

#### **6. TERMINATION OF CONTRACT**

- A. This agreement may be terminated by either party without cause upon thirty days written notice, in which event all finished or unfinished material or work of the Contractor pursuant to this Agreement shall be submitted to the City, and the Contractor shall be entitled to just and equitable compensation at the rate set forth in Section 3 or as specified in Attachment "A" for any satisfactory work completed prior to the date of termination.
- B. In the event this Contract is terminated by the City, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in Attachment "A" is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

#### **7. OWNERSHIP OF DOCUMENTS**

- A. All finished or unfinished documents and material prepared by the Contractor with funds paid by the

City under this Contract shall become the property of the City and shall be forwarded to the City upon its request.

## 8. CLAIMS

- A. Any claim against the City for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the City within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment. The Contractor, upon making application for final payment, shall be deemed to have waived its right to claim for any other damages for which a claim has not been made, unless such application for final payment includes notice of additional claim and fully describes such claim.

## 9. GENERAL ADMINISTRATION AND MANAGEMENT

- A. The director of the **Parks & Community Services** department, or his/her designee, shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.

## 10. HOLD HARMLESS

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

## 11. INSURANCE

The Contractor shall maintain insurance as set forth in Attachment B.

## 12. PREVAILING WAGE

Prevailing Wages do not apply.

## 13. INDEPENDENT CONTRACTOR

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

## 14. GENERAL PROVISIONS

- A. **Governing Law; Forum.** The Agreement will be governed by the laws of Washington and its choice of law rules. The Consultant irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.
- B. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The City and the Consultant agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- C. **Nonwaiver.** Any failure by the City to enforce strict performance of any provision of the Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of the Agreement.
- D. **No Assignment.** Neither the Agreement nor any of the rights or obligations of the Consultant arising under the Agreement may be assigned, without the City's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- E. **City Marks.** The Consultant will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- F. **Notices.** All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth below.
- G. **Legal Fees.** In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- H. **Counterparts.** The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

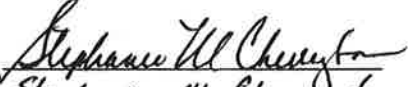


**15. EXTENT OF CONTRACT/MODIFICATION**

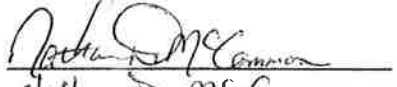

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto with respect to the scope of work described herein and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to such scope of work. This contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

In witness whereof, the parties have executed this Agreement and it shall be effective as of the last date written below.

**Contractor:**

Signature:   
Printed Name: Stephanie M. Cherrington  
Title: Executive Director  
Date: 3/23/17  
UBI #: 603135557  
Phone #: 425-301-1290

**City of Bellevue:**

Signature:   
Printed Name: Nathan D. McCommon  
Title: Deputy City Manager  
Date: 4-20-2017  
Approved as to form  
By:   
Assistant City Attorney

## **Attachment "A"** **Scope of Services**

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### **1. The Services**

#### **1.1 General Description:**

See attached funding agreement b/t City & Eastside Pathways

#### **1.2 Deliverable Items:**

See funding agreement b/t City & Eastside Pathways

#### **1.3 Designated Personnel:**

Contractor's main point of contact at the City will be Helena Stephens, or such other personnel as the City may designate from time to time.

#### **1.4 Reimbursable Expenses:**

Reimbursable expenses are allowed for Time & Materials contracts. The vendor may submit reimbursable expenses along with their invoice for Time & Materials. The vendor is responsible for furnishing receipts, documents and other supporting materials as City reasonably may request to verify the contents of any invoice.

#### **1.5 Additional Compensation Information:**

## **Attachment "B"**

### **Insurance Requirements**

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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.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

**1. ADDITIONAL INSURED – BLANKET VENDORS**

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in Subparagraphs d. or f.; or
    - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

**2. MISCELLANEOUS ADDITIONAL INSUREDS**

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

**a. Additional Insured – Your Work**

That person or organization for whom you do work is an additional insured solely for liability due to

your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

**b. State or Political Subdivisions**

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

**c. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

**d. Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**e. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**f. Owners/Other Interests – Land is Leased**

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**g. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

**h. Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

**3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:**

**H. Other Insurance**

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

**4. LEGAL LIABILITY – DAMAGE TO PREMISES**

- A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k. Damage To Property, is replaced by the following:**

**k. Damage To Property**

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.



Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under B. Exclusions, 1. Applicable to Business Liability Coverage**, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

- C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any **one premises**, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

**5. Blanket Waiver of Subrogation**

We waive any right of recovery we may have against:

- a.** Any person or organization with whom you have a written contract that requires such a waiver.

**6. Broad Knowledge of Occurrence**

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

- e.** Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

**7. Bodily Injury**

Section **F. Liability and Medical Expenses Definitions**, item 3. "Bodily Injury" is deleted and replaced with the following:

**"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

**8. Expanded Personal and Advertising Injury Definition**

- a.** The following is added to **Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form**:

- h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

1. Not done intentionally by or at the direction of:
  - a.** The insured; or
  - b.** Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- b.** The following is added to Exclusions, **Section B.:**

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the

direction of any insured.

**(16) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (**Expanded Personal and Advertising Injury**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

**9. Personal and Advertising Injury Re-defined**

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.

## Attachment C Title VI Requirements

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### **GENERAL INSTRUCTIONS:**

**Application:** The following materials pertain to the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, part 21, and as may be requested by the City. All contractors, subcontractors, consultants, suppliers and manufacturers who contract with the City must comply with these requirements.

**Compliance:** The City of Bellevue reserves the right to randomly select contractors, subcontractors, consultants, vendors or suppliers to be audited for compliance of the requirements listed. During this audit, the contractors, etc. will be asked for a specific demonstration of compliance with the requirements.

**Non-Compliance:** A finding of non-compliance may be considered a breach of contract and suspension or termination of the contract may follow.

**City Contact:** The City's Compliance Officer is the Procurement Services Manager, and specific questions pertaining to this section may be directed to the Procurement Services Manager at 425.452.7876.

### **ASSURANCES FOR CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, SUPPLIERS AND MANUFACTURERS.**

- **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, and as may be requested by the City, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identification or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identification or national origin.
- **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Bellevue or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City of Bellevue or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Bellevue and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or;
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the City of Bellevue or the US

Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Bellevue enter into such litigation to protect the interests of the City and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**FUNDING AGREEMENT BETWEEN THE CITY OF  
BELLEVUE AND EASTSIDE PATHWAYS**

THIS AGREEMENT is entered into this 20th day of April, 2017, by and between the CITY OF BELLEVUE, a Washington municipal corporation, hereinafter "the City" and EASTSIDE PATHWAYS, a Washington non-profit corporation, hereinafter "Eastside Pathways".

WHEREAS, Eastside Pathways is a Bellevue-based nonprofit entity that mobilizes the community to support every child, step-by-step, from cradle to career; and

WHEREAS, Eastside Pathways consists of a "backbone organization" and a partnership of many organizations and individuals; and

WHEREAS, the role of Eastside Pathways as a backbone organization is to plan, manage, and support its partnership through ongoing facilitation, technology, and communications support, data collecting and reporting, and logistical and administrative support; and

WHEREAS, the Eastside Pathways partnership unites around common goals, measurements, and strategies to maximize each child's opportunity for a productive, fulfilling life; and

WHEREAS, the Eastside Pathways partnership includes the Bellevue School District, the City of Bellevue, social service nonprofits, community-based organizations, parent groups, businesses, funders, families, and youth in our community; and

WHEREAS, Eastside Pathways is working on projects to improve school readiness, create engaging summer and extended learning opportunities, support good attendance, and enhance career readiness opportunities in our community; and

WHEREAS, the City has an interest in working with Eastside Pathways to ensure that Bellevue's children are provided with every opportunity to succeed; and

WHEREAS, by accepting the funding set forth in this agreement, Eastside Pathways will be able to better accomplish its goals; and

WHEREAS, the parties agree that the City's four investment principles for requests from nonprofit community organizations applicable to this Agreement are as follows:

- a. The organization must have a sustainable long-term financial model, including strong private sector financial commitment.
- b. Any agreement for funding must clearly define public benefit to be received in exchange for investment.

- c. Any agreement for funding should provide for City involvement in financial oversight.
- d. The City's funds cannot fund fund-raising activities; and

WHEREAS, the City has determined that the continued provision of support for Bellevue's children is in the public interest and will provide public benefit, and therefore has designated City funds to ensure continued and increased access to the Eastside Pathways programs by Bellevue families, all subject to certain agreements by Eastside Pathways which will assure that all funds are expended and Eastside Pathways is operated consistently with the public interest and for the benefit of the public; therefore,

IN CONSIDERATION OF THE MUTUAL PROMISES AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. City Funds. The City agrees to provide four hundred thousand dollars (\$400,000), hereinafter "the Funds," to Eastside Pathways subject to the conditions and provisions set forth in this Agreement, and on the following schedule:
  - Within 30 days of execution of this Agreement – \$100,000
  - June 1, 2017 – \$50,000
  - November 1, 2017 – \$50,000
  - May 1, 2018 – \$100,000
  - November 1, 2018 – \$100,000

Payments to Eastside Pathways will be made in accordance with Exhibit A hereto.

2. Payment and Use of Funds. The Funds shall be used for the legitimate expenses of Eastside Pathways that are necessary to provide the preparation, supervision and oversight of the deliverables, community outreach and training programs discussed below:
  - **Annual Report.** Eastside Pathways produces an independent scorecard demonstrating performance measures that track positive change in community outcomes. Eastside Pathways is responsible for identifying and tracking data points of Bellevue children and youth, and distributing the information so that all partners have access to the same data. Simultaneously, the performance measures inform the partners and the community of key findings and progress over time. Eastside Pathways must provide to the City a copy of the Annual Report within seven (7) days of its publication.
  - **Training and Volunteer Services.** Eastside Pathways supports the work of the governing bodies, partnership collaboratives, committees and groups. Eastside Pathways supports their work through the planning, recruiting, training, and supervising of a network of volunteers.

- **Data Sharing Framework Project.** Eastside Pathways will develop a data sharing framework on behalf of its partner organizations and the community. Eastside Pathways will facilitate the collection and connection of data across and among partners to enable continuous improvement for the cradle to career pipeline. Funds may be applied for this purpose.
- **Other Programming.** In addition to the work of the governing bodies, partnership collaboratives, committees and groups, Eastside Pathways produces a variety of other training and community events that engages stakeholders in the work of Collective Impact including but not limited to Eastside Pathways 101 and Community Cafes.

The Funds shall not be used for marketing or fundraising or other similar costs.

3. Term and Termination. This Agreement shall be in full force and effect following authorized execution by the parties and continue for a period of ten (10) years from the date of execution. The parties shall have no further obligations under the terms of this Agreement upon expiration of the ten (10) year period.
4. Financial Reporting. Eastside Pathways shall provide the following annual financial data to the City within 120 days of the end of each fiscal year:
  - a. A report detailing Eastside Pathway's use of the Funds;
  - b. IRS Form 990 (Return of Organization Exempt from Tax); and
  - c. Updated three-year projections.

In addition, Eastside Pathways shall provide the following annual financial data to the City within 120 days of the end of the fiscal year of even-numbered years:

- a. Independent Auditor's Report; and
- b. Independent Auditor's Management Letter.

The financial reports provided by Eastside Pathways under this Section shall be in the form currently produced and used by Eastside Pathways.

5. Maintenance of Records—Inspections. Eastside Pathways shall maintain records for the Funds in a manner that readily allows for inspection. Such records shall be made available for inspection by representatives of the City during normal business hours upon five (5) days written notice of any inspection request made by the City.
6. Continued Services. For the duration of this Agreement, Eastside Pathways will provide services consistent with the Section 2 above, and services consistent with its Mission as amended from time to time by its Board of Directors.

- a. Mobilizing the community to support every child, step-by-step, from cradle to career.
- b. Coordinating the Eastside Pathways partnership to unite around common goals, measurements, and strategies to maximize each child's opportunity for a productive, fulfilling life.
- c. Working on projects to improve school readiness, create engaging summer and extended learning opportunities, support good attendance, and enhance career readiness opportunities in our community.
- d. Cooperation with Bellevue School District, the City of Bellevue, social service nonprofits, community-based organizations, parent groups, businesses, funders, families, and youth in conducting programs of popular interest.

7. Independent Contractor. In providing services under this Agreement, Eastside Pathways is an independent contractor, and shall determine the means of accomplishing the results contemplated by this Agreement. Neither Eastside Pathways nor its officers, agents or employees are employees of the City of Bellevue for any purpose. Eastside Pathways shall comply with all applicable federal and state laws and regulations regarding employment, minimum wages and hours, and discrimination in employment. Eastside Pathways is responsible for determining the compensation of its employees, for payment of such compensation, and for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services. Eastside Pathways and its officers, agents and employees shall make no claim of career service or civil service rights which may accrue to a City of Bellevue employee under state or local law. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of Eastside Pathways, its employees and/or others by reason of this Agreement.

8. Mutual Indemnity and Hold Harmless.

- a. To the extent allowed by law, Eastside Pathways shall protect, defend, indemnify and save harmless the City and its officers, agents, and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from the negligent or intentional acts or omissions of Eastside Pathways and its officers, agents and employees or other suppliers in connection with or support of the performance of this agreement. Eastside Pathways shall also defend, indemnify and save harmless the City and its officers, agents and employees from any and against any and all claims made by Eastside Pathways' employees arising from their employment with Eastside Pathways.
- b. To the extent allowed by law, the City shall protect, defend, indemnify and save harmless Eastside Pathways and its officers, agents, and employees



from and against any and all claims, costs and/or losses whatsoever occurring or resulting from the negligent or intentional acts or omissions of the City and its officers, agents and employees or other suppliers in connection with or in support of the performance of this agreement.

9. Insurance Requirements. Eastside Pathways shall procure and maintain for the duration of this Agreement insurance as described on Exhibit B labeled as "Insurance Requirements" attached hereto.
10. No Future Support. The City makes no commitment and assumes no obligation for the support of Eastside Pathways' activities except as set forth in this Agreement.
11. Cessation of Community Services. Should Eastside Pathways cease to provide the services contemplated herein during the term of this Agreement for reasons other than *force majeure*, the City may, at its sole discretion, declare Eastside Pathways to be in default and take one or more of the following actions:
  - a. Withhold any outstanding funding not yet paid under Section 1 above;
  - b. The City may initiate termination of the City's partnership agreement with Eastside Pathways and discontinue participation in Eastside Pathways activities and collaborations.
12. Notices. Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the City Attorney and the Executive Director of Eastside Pathways at the addresses set forth below.

**If to City:**

Contact: Helena Stephens  
Address: P.O. Box 90012  
Address: Bellevue, WA 98009-9012  
Telephone: (425) 452-2834  
Email: HStephens@bellevuewa.gov

**If to Eastside Pathways:**

Contact: Stephanie Cherrington, Executive Director  
Address: P.O. Box 913  
Address: Bellevue, WA 98009  
Telephone: (425) 301-1290

Email: stephanie@eastsidepathways.org

13. Governing Law and Venue. This Agreement will be construed and interpreted in accordance with the laws of the State of Washington. Any mediation, arbitration or legal proceeding that arises out of or in connection with this Agreement will be initiated and maintained in Seattle, Washington. Each party consents to jurisdiction and venue in such courts and waives the right to claim that any such court is an inconvenient forum.
14. Entire Agreement and Modifications. This Agreement constitutes all of the understandings and agreements of any nature existing between the parties with respect to the City's commitment to provide, and Eastside Pathways use of, the Funds. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless they are in writing executed by the City and Eastside Pathways.

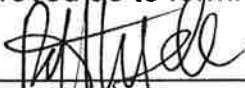
Eastside Pathways

City of Bellevue

By:   
Stephanie Cherrington  
Executive Director

By:   
Nathan McCommon  
Deputy City Manager

Approved as to form:

  
Robert Hyde  
Deputy City Attorney

## **EXHIBIT A**

### **PAYMENT DOCUMENTATION**

Eastside Pathways shall provide to the City the following documentation 30 days prior to the payment date set forth in Section 1 of the Agreement:

1. An invoice setting forth the date of payment to Eastside Pathways; and
2. A report of what steps Eastside Pathways has taken to fulfill the items in Section 2 of the Agreement; and
3. A written declaration by Eastside Pathways Executive Director, Chairperson of the Board, or Financial Officer under penalty of perjury under the law of the State of Washington that the Funds have been used solely for the purposes set forth in Section 2 of the Agreement; and
4. The following financial information:
  - a. Balance Sheet;
  - b. Statement of Cash Flows; and
  - c. Profit & Loss Statement (Budget versus Actual).



1750079\_00

*EASTSIDE PATHWAYS*

File Location

Vendor Name

**Document Type:** Contract Amendment

**Vendor Name:** EASTSIDE PATHWAYS

**PO# Location:** 1750079\_001

**Effect Date:** 02/13/2019

**Term Date:** 11/01/2020

**CR#:** 74501

**Related CR#:** 65640

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

**Resolution:** 9553

**Leg Date:** 02/19/2019

**Vendor #:** 319889

**Description:** AMD#1 COMMUNITY BASED NONPROFIT THAT MOBILIZES  
SUPPORT TO EVERY CHILD - GRX  
PO 1750079-001 X-REF 65640

Notes:

Feb 26, 2019 FSU: AS JDE: AS SI: AS ECM: AS

1750079\_00  
 EASTSIDE PATHWAYS  
 11/01/2020  
  
 500378614

**First Amendment to the Funding Agreement  
Between  
the City of Bellevue and Eastside Pathways**

This First Amendment (the "First Amendment") amends and modifies the Funding Agreement Between the City of Bellevue and Eastside Pathways (the "Original Agreement"), entered into on April 20, 2017 between the City of Bellevue, a municipal corporation, (the "City") and Eastside Pathways, a Washington non-profit corporation, ("Eastside Pathways"). The City and Eastside Pathways shall be collectively referred to as the "Parties."

**RECITALS**

WHEREAS, the Parties entered into the Original Agreement dated April 20, 2017;

WHEREAS, the Parties have an existing agreement dated July 2, 2014 (referred to hereafter as "the MOU") setting out the roles and responsibilities of each, and the existence or termination of the Original Agreement or this First Amendment shall not affect the MOU;

NOW, THEREFORE, in consideration of mutual promises hereinafter contained and other good and valuable consideration, the Parties agree to amend the Original Agreement as follows:

1. The City agrees to provide additional funds to Eastside Pathways and therefore Section 1 of the Original Agreement is amended as follows:

**Amend:**

1. City Funds. The City agrees to provide four hundred thousand dollars (\$400,000), hereinafter "the Funds," to Eastside Pathways subject to the conditions and provisions set forth in this Agreement, and on the following schedule:

- Within 30 days of execution of this Agreement – \$100,000
- June 1, 2017 – \$50,000
- November 1, 2017 – \$50,000
- May 1, 2018 – \$100,000
- November 1, 2018 – \$100,000

Payments to Eastside Pathways will be made in accordance with Exhibit A hereto.

**To Read:**

1. City Funds. The City agrees to provide four hundred thousand dollars (\$400,000), hereinafter "the Funds," to Eastside Pathways subject to the conditions and provisions set forth in this Agreement, and on the following schedule:

- Within 30 days of execution of this Agreement – \$100,000
- November 1, 2019 – \$100,000
- February 1, 2020 – \$100,000

- November 1, 2020 – \$100,000

Payments to Eastside Pathways will be made in accordance with Exhibit A hereto.

2. Section 3 of the Original Agreement is amended as follows:

**Amend:**

3. Term and Termination. This Agreement shall be in full force and effect following authorized execution by the parties and continue for a period of ten (10) years from the date of execution. The parties shall have no further obligations under the terms of this Agreement upon expiration of the ten (10) year period.

**To Read:**

3. Term and Termination. This Agreement shall be in full force and effect following authorized execution by the Parties and continue for a period of ten (10) years from the date of execution. The Parties shall have no further obligations under the terms of this Agreement upon expiration of the ten (10) year period. This Agreement may be terminated by either party without cause upon thirty (30) days written notice, in which event all finished or unfinished material or work of Eastside Pathways pursuant to this Agreement shall be submitted to the City, and Eastside Pathways shall be entitled to just and equitable compensation as specified herein for any satisfactory work completed prior to the date of termination. In the event this Agreement is terminated by the City, Eastside Pathways shall not be entitled to receive any further amounts due under this Agreement until the work specified herein is satisfactorily completed, as scheduled, up to the date of termination.

3. Section 11 of the Original Agreement is amended as follows:

**Amend:**

11. Cessation of Community Services. Should Eastside Pathways cease to provide the services contemplated herein during the term of this Agreement for reasons other than *force majeure*, the City may, at its sole discretion, declare Eastside Pathways to be in default and take one or more of the following actions:

- a. Withhold any outstanding funding not yet paid under Section 1 above;
- b. The City may initiate termination of the City's partnership agreement with Eastside Pathways and discontinue participation in Eastside Pathways activities and collaborations.

**To Read:**

11. Cessation of Community Services. Should Eastside Pathways cease to provide the services contemplated herein during the term of this Agreement for reasons other than *force majeure*, the City may, at its sole discretion, declare Eastside Pathways to be in default and take one or more of the following actions:

- a. Withhold any outstanding funding not yet paid under Section 1 above;
- b. The City may initiate termination of the City's partnership agreement with Eastside Pathways and discontinue participation in Eastside Pathways activities and collaborations;

These remedies are not exclusive and in the event of breach by Eastside Pathways of any provision of this Agreement, the City may exercise any right or remedy at law or in equity which the City may have by reason of such breach.

4. Section 12 of the Original Agreement is amended as follows:

**Amend:**

12. Notices. Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the City Attorney and the Executive Director of Eastside Pathways at the addresses set forth below.

**If to City:**

Contact: Helena Stephens  
Address: P.O. Box 90012  
Address: Bellevue, WA 98009-9012  
Telephone: (425) 452-2834  
Email: HStephens@bellevuewa.gov

**If to Eastside Pathways:**

Contact: Stephanie Cherrington, Executive Director  
Address: P.O. Box 913  
Address: Bellevue, WA 98009  
Telephone: (425) 301-1290  
Email: stephanie@eastsidepathways.org

**To Read:**

12. Notices. Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the City and Eastside Pathways at the addresses set forth below.

**If to City:**

Contact: Helena Stephens  
Address: P.O. Box 90012  
Address: Bellevue, WA 98009-9012  
Telephone: (425) 452-2834  
Email: HStephens@bellevuewa.gov

**If to Eastside Pathways:**

Contact: Stephanie Cherrington, Executive Director  
Address: P.O. Box 913  
Address: Bellevue, WA 98009  
Telephone: (425) 301-1290  
Email: stephanie@eastsidepathways.org

5. The Original Agreement is amended to add the following sections:

15. Compliance with Laws. Eastside Pathways agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Agreement because of race, color, creed, religion, gender, age, national origin, pregnancy, genetic information, marital status, sexual orientation (including gender identity), or the presence of any sensory, physical, or mental disability or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. Without limiting the foregoing, Eastside Pathways agrees to comply with the provisions of Exhibit C, attached hereto and incorporated herein by this reference. Eastside Pathways agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Eastside Pathways setting forth the provisions of this nondiscrimination clause. Eastside Pathways shall comply with all federal, state and local regulations and ordinances applicable to the work to be done under this Agreement. Any violation of the provisions of this Section 15 shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.



16. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The City and Eastside Pathways agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

17. Nonwaiver. Any failure by the City to enforce strict performance of any provision of the Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of the Agreement.

18. No Assignment. Neither the Agreement nor any of the rights or obligations of Eastside Pathways arising under the Agreement may be assigned, without the City's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the Parties and their successors and assigns.

19. Legal Fees. In any lawsuit between the Parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.

20. Counterparts. The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

Except as expressly modified by this First Amendment, all other terms and conditions in the Original Agreement dated April 20, 2017 remain in full force and effect.

IN WITNESS WHEREOF the Parties hereto have caused this First Amendment to be executed on their behalf. This First Amendment shall be effective upon execution.

**EASTSIDE PATHWAYS**

**CITY OF BELLEVUE**

By: Stephanie M. Cherrington  
Stephanie Cherrington  
Executive Director

By: Nathan McCommon  
Nathan McCommon  
Deputy City Manager

Date: 2/11/19

Date: 2/20/19

Approved as to form:

By: Katulen Kiri  
Assistant City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/01/2019

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 Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	CONTACT NAME:		
	PHONE (A/C, No., Ext):	425-709-3600	FAX (A/C, No.): 425-709-7460
INSURED Eastside Pathways P O Box 913 Bellevue, WA 98009	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	National Fire Ins. Hartford	
	INSURER B:		
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	B4031419767	02/13/2019	02/13/2020	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COM/OP AGG	\$ 4,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB EXCESS LIAB					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The City of Bellevue, its officials, employees and volunteers are included as Additional Insured with respect to General Liability as per attached SB146932F 0611.

CERTIFICATE HOLDER  City of Bellevue Parks & Community Services 450 110th Ave NE PO Box 90012 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  

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**BLANKET ADDITIONAL INSURED  
AND  
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS**

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**I. BLANKET ADDITIONAL INSURED PROVISIONS**

**A. ADDITIONAL INSURED – BLANKET VENDORS**

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;



- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in Subparagraphs d. or f.; or
    - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
  - 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
  - 4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

**B. MISCELLANEOUS ADDITIONAL INSUREDS**

- 1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a "written contract".
- 2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
  - a. A higher limit of insurance than required by such "written contract";
  - b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
  - c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

- 3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

- a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**b. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

**c. Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

**d. Lessor of Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

**e. Lessor of Land**

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**f. Lessor of Premises**

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**g. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**h. State or Political Subdivisions**

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance; or



(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

**i. Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

**j. Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
  - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
  - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

**C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE**

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:

- (1) The "bodily injury" or "property damage"; or
  - (2) The offense that caused the "personal and advertising injury";
- for which the additional insured seeks coverage.

## **II. LIABILITY EXTENSION COVERAGES**

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

### **A. Bodily Injury – Expanded Definition**

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

### **B. Broad Knowledge of Occurrence**

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

### **C. Estates, Legal Representatives and Spouses**

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

### **D. Legal Liability – Damage To Premises**

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion k. **Damage To Property**, is replaced by the following:

#### **k. Damage To Property**

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of



such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising injury**:

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in Section D. **Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item 5. **Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

#### **E. Personal and Advertising Injury – Discrimination or Humiliation**

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
    - (1) Not done intentionally by or at the direction of:
      - (a) The insured; or



- (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
  - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

**(17) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury - Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

**F. Personal and Advertising Injury - Broadened Eviction**

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

**G. Waiver of Subrogation - Blanket**

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

200200674031418767525





# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
02/01/2019

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 425-709-3600      FAX (A/C, No): 425-709-7460 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>National Fire Ins. Hartford</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	National Fire Ins. Hartford		INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER E :																						
INSURER F :																						
<b>INSURED</b> Eastside Pathways P O Box 913 Bellevue, WA 98009																						


<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: 1120 112th Ave NE; Bellevue, WA 98004.

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY				BUILDING	\$
	<input type="checkbox"/> CAUSES OF LOSS				PERSONAL PROPERTY	\$
	<input type="checkbox"/> DEDUCTIBLES				BUSINESS INCOME	\$
	<input type="checkbox"/> BASIC				EXTRA EXPENSE	\$
	<input type="checkbox"/> BROAD				RENTAL VALUE	\$
	<input type="checkbox"/> SPECIAL				BLANKET BUILDING	\$
	<input type="checkbox"/> EARTHQUAKE				BLANKET PERS PROP	\$
	<input type="checkbox"/> WIND				BLANKET BLDG & PP	\$
	<input type="checkbox"/> FLOOD					\$
	<input type="checkbox"/> INLAND MARINE					\$
	<input type="checkbox"/> CAUSES OF LOSS	TYPE OF POLICY				\$
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER				\$
A	<input checked="" type="checkbox"/> CRIME				Employee Dishone	\$ 25,000
	<input type="checkbox"/> TYPE OF POLICY	B4031419767	02/13/2019	02/13/2020	Forgery/Alterat	\$ 25,000
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Exhibit of Crime Insurance.

<b>CERTIFICATE HOLDER</b> City of Bellevue Parks & Community Services 450 110th Ave NE PO Box 90012 Bellevue, WA 98009	<b>CANCELLATION</b> 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 
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CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 9553

A RESOLUTION authorizing execution of an amendment to an existing agreement with Eastside Pathways in an amount not to exceed \$400,000, plus all applicable taxes.

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 amendment to an existing agreement with Eastside Pathways in an amount not to exceed \$400,000, plus all applicable taxes, a copy of which agreement has been given Clerk's Receiving No. \_\_\_\_\_.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019, and signed in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(SEAL)

\_\_\_\_\_  
John Chelminiak, Mayor

Attest:

\_\_\_\_\_  
Charmaine Arredondo, City Clerk

## CITY COUNCIL REGULAR SESSION

Resolution authorizing execution of an amendment to an existing agreement with Eastside Pathways in an amount not to exceed \$400,000, plus all applicable taxes.

Patrick Foran, Director, 452-5377  
Helena Stephens, Initiatives Manager, 452-5834  
*Parks & Community Services*

## EXECUTIVE SUMMARY

This Resolution authorizes the execution of an amendment to an existing agreement with Eastside Pathways providing funding for 2019-2020.

## RECOMMENDATION

Move to adopt Resolution No. 9553.

If approved, effective date: 02/19/2019

## BACKGROUND/ANALYSIS

Founded in 2011, Eastside Pathways is a community-wide partnership of more than 60 public, private, and nonprofit organizations that unite around common goals, measurements, and strategies to maximize each child's opportunity for a productive, fulfilling life. Eastside Pathways serves as the backbone organization, supporting this partnership through ongoing facilitation, communication, data reporting, and logistical and administrative support, enabling organizations to be more productive and effective by working together. Eastside Pathways recruits and trains volunteers who participate on teams or collaboratives focused on specific goals. Eastside Pathways also creates a data framework to facilitate the work of the service providers who have established goals, outcomes, and indicators in specific collaborative work groups. Numerous Eastside organizations use Eastside Pathways' annual community report to align their activities and/or services as well as to pursue grants.

The City of Bellevue has worked with Eastside Pathways as a partner agency since Eastside Pathways was formed. The City also works directly with a number of the Eastside Pathways program partners and potential partners. Council recently approved human services funds to 40 organizations, 20 of which are current partners in the Eastside Pathways program.

In 2017, Council authorized execution of a 10-year agreement with Eastside Pathways that included an investment of \$400,000 over 2017 and 2018 to be used to continue and expand training programs for the partnership and for the facilitators of the collaboratives. City funds were also used to enhance data compilation, data reporting, and to continue to expand community participation in the partnership.

In the 2019-2020 Parks & Community Services Operating Budget, Council again authorized an investment of \$200,000 annually (for a total of \$400,000) to Eastside Pathways. The City's investment will provide the following:

- **Annual Report.** Eastside Pathways will produce an independent scorecard demonstrating performance measures that track positive change in community outcomes. Eastside Pathways is responsible for identifying and tracking data points of Bellevue children and youth and distributing the information so that all partners have access to the same data. Simultaneously, the performance measures inform the partners and the community of key findings and progress over time.
- **Training and Volunteer Services.** Eastside Pathways will support community work through the planning, recruiting, training, and supervising of a network of volunteers.
- **Data Sharing Framework Project.** Eastside Pathways will develop a data sharing framework on behalf of its partner organizations and the community. Eastside Pathways will facilitate the collection and connection of data across and among partners to enable continuous improvement for the cradle to career pipeline.
- **Provide Additional Programming.** Eastside Pathways will produce a variety of other training and community events that engage stakeholders in the work of Collective Impact including, but not limited to, Eastside Pathways 101 and All Partner Meetings.

## **POLICY & FISCAL IMPACTS**

### **Policy Impact**

Executing this amendment to an existing agreement with Eastside Pathways furthers the Council's vision priority of "Achieving Human Potential." The City's investment in Eastside Pathways will help to ensure that the community is working together more efficiently and effectively to improve systems for all youth and children in Bellevue, especially low-income populations and communities of color.

This continuing partnership with Eastside Pathways also supports the City's Comprehensive Plan, specifically the policies identified below from the Human Services Element and the Parks, Recreation & Open Space Element.

#### **Human Services Element**

HS-2: Encourage efficient use of public and private resources and develop a broad base of community support.

HS-3: Identify opportunities and develop strategies that are preventive in their approach to human services needs.

HS-4: Allocate funds and other resources across the continuum of human service needs by soliciting proposals from nonprofit agencies for services benefiting low- and moderate-income residents.

HS-13: Encourage partnerships among public and private institutions, schools, human services providers, and others to collectively address needs of children and families using schools as a focal point for the community.

#### **Parks, Recreation & Open Space Element**

PA-18: Provide a variety of services and programs accessible to all throughout the city with special emphasis on serving those with limited opportunities including low-income households, youth, individuals with disabilities and older adults.

PA-25: Promote partnerships with public and private service providers to meet cultural, recreational, and social needs of the community.

**Fiscal Impact**

This action will obligate the City to an amount not to exceed \$400,000, plus all applicable taxes. Sufficient funding exists in the 2019-2020 Parks & Community Services Department Operating Budget.

**OPTIONS**

1. Adopt the Resolution authorizing execution of an amendment to an existing agreement with Eastside Pathways in an amount not to exceed \$400,000, plus all applicable taxes.
2. Do not adopt the Resolution and provide alternative direction to staff.

**ATTACHMENTS & AVAILABLE DOCUMENTS**

Proposed Resolution No. 9553

**AVAILABLE IN COUNCIL LIBRARY**

Eastside Pathways Funding Agreement  
First Amendment to the Funding Agreement



**CONTRACT FACE SHEET**

**Document Type:**

- Contract **CRX**
- 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:** Eastside Pathways

**\*JDE PO Number:** 1750079 - 001

**\*Effective Date:** 04/20/2017

**\*Termination Date:** 11/01/2020

**Amendment Effective Date:** 2019-02-13T00:00:00

**\*Clerk's Receiving Number:** 74501

**Related Receiving Number:** 65640

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

**Ordinance Number:** N/A

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

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

**Project Name:** Eastside Pathways Contract

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

**Vendor Number:** 319889

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

## 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? <span style="float: right;">NA</span>
<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>

2/19/19 same ins coverage as approved by  
Risk w/ original contract



CR# 74501 Date: 2/26/19 PO # & Loc: 1750079,001



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

### Contract Routing Form

#### Current Contract Information:

**Contract Title:** Eastside Pathways Contract  
**Contract Description:** A community-based nonprofit that mobilizes to support every child.  
**Total Contract Value:** \$800,000.00  
**This Amendment Value:** \$400,000.00 ✓  
**Department:** Parks - 587  
**Contract Manager:** Helena Stephens  
**Contract Type:** General Service  
**Contract Form:** Standard COB document with no changes  
**Budget Expenditure:** Expenditure Contract - Sufficient Funds  
**Maximo User:** No

#### Vendor Information:

**New Vendor?** No **COB License #:** 98822  
**Vendor Name:** Eastside Pathways **UBI #:** 603135557  
**JDE Vendor Number:** 319889 **Contractor's Lic. #:** 45-3005820  
**Independent Contractor?** Yes

#### Contract Term:

**Original Effective Date:** 04/20/2017 **End Date:** ~~11/01/2020~~  
**Subject To:** No Renewal 4/20/27

#### Council Approval:

Does this contract require council approval? Yes Res # 9553  
**Council Award Date:** 2/19/19 **Council Action:** Motion to Award **Legislative #:** N/A

#### Route:

		<u>In</u>	<u>Out</u>
Procurement Services:	<u>ACaulon</u>	<u>2/19/19</u>	<u>2/19/19</u>
Information Technology:	<u>NA</u>		
Legal:	<u>Zahn</u>	<u>2/19/19</u>	<u>2/19/19</u>
Insurance Reviewed By:	<u>ACaulon</u>	<u>2/19/19</u>	<u>2/19/19</u>
Department Director:	<u>DM</u>	<u>2-20-2019</u>	<u>2-20-2019</u>
Procurement Services:	<u>ACaulon</u>	<u>2/25/19</u>	<u>2/25/19</u>
Return To:	<u>Helena Stephens</u>		
City Clerk's Office:	<u>Aue Gunderson</u>	<u>2/26/19</u>	<u>2/26/19</u>

CMD

---

**Related Contract Information:**

Amendment/change order/renewal? Yes  
Amendment #: 1  
Amendment Effective Date: 2/13/2019  
Original PO #: 1750079  
Original Contract Value: \$400,000.00  
Total Value of Previous Change Orders/Amendments:  
This Change Order/Amendment Value: \$400,000.00  
Has Council approved a new contract amount since original award? No

**Percentage increase from most recent Council authorization: 100.0 %**

(If the percentage above exceeds 10%, and your total contract exceeds \$90,000, you must take this amendment/change order to council for approval.)

---

**Budget Information:**

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
	Eastside Pathways Fund	02/13/2019	61581.541100.7123	\$400,000.00	No	\$400,000.00

**Additional Comments:**



1750079\_00

*EASTSIDE PATHWAYS*

File Location

Vendor Name

**Document Type:** Contract Amendment

**Vendor Name:** EASTSIDE PATHWAYS

**PO# Location:** 1750079\_002

**Effect Date:** 4/20/2021

**Term Date:** 4/20/2027

**CR#:** 78141

**Related CR#:** 65640 74501

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

**Resolution:** 9923

**Leg Date:** 4/19/2021

**Vendor #:** 319889

**Description:** AMD#2 COMMUNITY BASED NONPROFIT THAT MOBILIZES  
SUPPORT TO EVERY CHILD - GRX  
PO 1750079-002 X-REF 65640 74501

**Notes:**

**Second Amendment to the Funding Agreement  
Between  
the City of Bellevue and Eastside Pathways**

This Second Amendment (the “Second Amendment”) amends and modifies the Funding Agreement Between the City of Bellevue and Eastside Pathways (the “Original Agreement”), entered into on April 20, 2017, as amended, between the City of Bellevue, a municipal corporation, (the “City”) and Eastside Pathways, a Washington non-profit corporation, (“Eastside Pathways”). The City and Eastside Pathways shall be collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, the Parties entered into the Original Agreement dated April 20, 2017 and subsequently amended that agreement in 2019;

WHEREAS, the Parties have an existing agreement dated July 2, 2014 (referred to hereafter as “the MOU”) setting out the roles and responsibilities of each, and the existence or termination of the Original Agreement or amendments to thereto shall not affect the MOU;

NOW, THEREFORE, in consideration of mutual promises hereinafter contained and other good and valuable consideration, the Parties agree to amend the Original Agreement as follows:

1. Section 1 of the Original Agreement is amended to read in its entirety as follows:

1. City Funds. The City agrees to provide four hundred thousand dollars (\$400,000), hereinafter “the Funds,” to Eastside Pathways subject to the conditions and provisions set forth in this Agreement, and on the following schedule:

- Within 30 days of execution of this Agreement – \$100,000
- November 1, 2021 – \$100,000
- February 1, 2022 – \$100,000
- November 1, 2022 – \$100,000

Payments to Eastside Pathways will be made in accordance with Exhibit A hereto.

2. Section 2 of the Original Agreement is amended to read in its entirety as follows:

2. Payment and Use of Funds. The Funds shall be used for the legitimate expenses of Eastside Pathways that are necessary to provide the preparation, supervision and oversight of the deliverables, community outreach and training programs discussed below:

- **Annual Report.** Eastside Pathways will produce an independent scorecard demonstrating performance measures that track positive change in community outcomes. Eastside Pathways is responsible for identifying and tracking data points of Bellevue children and youth and distributing the information so that

all partners have access to the same data. Simultaneously, the performance measures inform the partners and the community of key findings and progress over time.

- **Facilitate a Community Network.** Eastside Pathways will support community work through planning, recruiting, training, and facilitating a network of community organizations, human services related agencies, and individual community members to address community issues in a timely and responsive manner.
- **Data Sharing Framework Project.** Eastside Pathways will continue to develop and refine a data sharing framework on behalf of its partner organizations and the community. Eastside Pathways will facilitate the collection and connection of data across and among partners to enable continuous improvement for the cradle to career continuum.
- **Incorporate Racial Equity Strategies into System Change.** Eastside Pathways will convene, facilitate, and support its partners through the process to identify, address and take steps to dismantle racial inequities in systems and practices that marginalize children, youth, young adults, and families.
- **Provide Additional Programming.** Eastside Pathways will produce a variety of trainings and community events that engage stakeholders in the work of collective impact, defined as the commitment of a group from different sectors to a common agenda for solving a targeted social problem through alignment and differentiation of efforts.

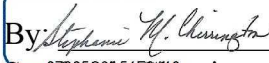
The Funds shall not be used for marketing or fundraising or other similar costs.

Except as expressly modified by this Second Amendment, all other terms and conditions in the Original Agreement dated April 20, 2017, as previously amended, remain in full force and effect.

IN WITNESS WHEREOF the Parties hereto have caused this Second Amendment to be executed on their behalf. This Second Amendment shall be effective upon execution.

**EASTSIDE PATHWAYS**

**CITY OF BELLEVUE**

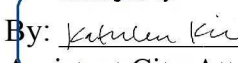
DocuSigned by:  
 By:   
 Stephanie Cherrington  
 Executive Director

DocuSigned by:  
 By:   
 Michael Shiosaki  
 Parks Department Director

Date: 4/14/2021

Date: 4/28/2021

*Approved as to form:*

DocuSigned by:  
 By:   
 Assistant City Attorney

4/14/2021









## BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

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### I. BLANKET ADDITIONAL INSURED PROVISIONS

#### A. ADDITIONAL INSURED – BLANKET VENDORS

**Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. **"Bodily injury"** or **"property damage"** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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- h. **"Bodily injury" or "property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
  3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
  4. This provision **2.** does not apply if **"bodily injury" or "property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

#### B. MISCELLANEOUS ADDITIONAL INSURED

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a **"written contract."**
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
  - a. A higher limit of insurance than required by such **"written contract;"**
  - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
  - c. Coverage for **"bodily injury" or "property damage"** included within the **"products-completed operations hazard."** But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

##### a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

##### b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage" or "personal and advertising injury"** as co-owner of such premises.

##### c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** as grantor of a franchise to you.

**d. Lessor of Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

**e. Lessor of Land**

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**f. Lessor of Premises**

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**g. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**h. State or Political Subdivisions**

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - (b) The construction, erection, or removal of elevators; or
  - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
  - (a) "**Bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
  - (b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.



**i. Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

**j. Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;
- (2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision (2) does not apply to such "**bodily injury**" or "**property damage**" if:
  - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and
  - (b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

**C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE**

- 1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:
  - a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:
 

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.
  - b. Under **Liability and Medical Expense Definitions**, the following definition is added:
 

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

    - (1) Is currently in effect or becomes effective during the term of this policy; and
    - (2) Was executed prior to:
      - (a) The "**bodily injury**" or "**property damage**," or
      - (b) The offense that caused the "**personal and advertising injury**";
 for which the additional insured seeks coverage.
- 2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.
 

If the additional insured is:

  - a. An individual, then his or her spouse is an insured;



- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) **"Bodily injury"** or **"personal and advertising injury"** to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;
- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

## II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

### A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of **"Bodily injury"** is deleted and replaced by the following:

**"Bodily injury"** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

### B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such **"occurrence,"** offense, claim or **"suit"** is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any **"executive officer"** or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

### C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.



**D. Fellow Employee First Aid Coverage**

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a), (b) and (c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

**E. Legal Liability – Damage To Premises**

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

**k. Damage To Property**

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1, 3, and 4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3, 4, 5, and 6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.



3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

**F. Personal and Advertising Injury – Discrimination or Humiliation**

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

- (a) The insured; or
- (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

**(17) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

**G. Personal and Advertising Injury - Broadened Eviction**

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

**H. Waiver of Subrogation – Blanket**

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.





CNA80103XX  
(09-14)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY-  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COMMON POLICY CONDITIONS**

The following is added to Paragraph H. **Other Insurance** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

**From:** Procurement <procurement@bellevuewa.gov>  
**Sent:** Tuesday, April 20, 2021 6:19 AM  
**To:** Carlson, Angela <ACarlson@bellevuewa.gov>  
**Subject:** FW: 4-19 Consent Agenda

**From:** CCOPacketTeam <[CCOPacketTeam@bellevuewa.gov](mailto:CCOPacketTeam@bellevuewa.gov)>  
**Sent:** Monday, April 19, 2021 6:37 PM  
**To:** Dolquist, Risa <[RDolquist@bellevuewa.gov](mailto:RDolquist@bellevuewa.gov)>; Fok, Mozelle (Chun Yan) <[MFok@bellevuewa.gov](mailto:MFok@bellevuewa.gov)>; Hackmeister, Krystal <[KHackmeister@bellevuewa.gov](mailto:KHackmeister@bellevuewa.gov)>; Hoel, Kelli <[KHoel@bellevuewa.gov](mailto:KHoel@bellevuewa.gov)>; Lu, Keyi <[KLu@bellevuewa.gov](mailto:KLu@bellevuewa.gov)>; Luce, Michelle <[MLuce@bellevuewa.gov](mailto:MLuce@bellevuewa.gov)>; Nam, Julie <[JNam@bellevuewa.gov](mailto:JNam@bellevuewa.gov)>; Procurement <[procurement@bellevuewa.gov](mailto:procurement@bellevuewa.gov)>; UTEProgAdmin <[UTEProgAdmin@bellevuewa.gov](mailto:UTEProgAdmin@bellevuewa.gov)>; Wallo, William <[WWallo@bellevuewa.gov](mailto:WWallo@bellevuewa.gov)>; Adell, Dana M. <[DMAdell@bellevuewa.gov](mailto:DMAdell@bellevuewa.gov)>; Arredondo, Charmaine <[CArredondo@bellevuewa.gov](mailto:CArredondo@bellevuewa.gov)>; Banks, Jason <[JBanks@bellevuewa.gov](mailto:JBanks@bellevuewa.gov)>; Bechtold, Babette <[BBechtold@bellevuewa.gov](mailto:BBechtold@bellevuewa.gov)>; Covay, Susan <[SCovay@bellevuewa.gov](mailto:SCovay@bellevuewa.gov)>; Cross, Julie <[JCross@bellevuewa.gov](mailto:JCross@bellevuewa.gov)>; Fleshman, Raymond <[RFleshman@bellevuewa.gov](mailto:RFleshman@bellevuewa.gov)>; Gulledge, Kristin <[KGulledge@bellevuewa.gov](mailto:KGulledge@bellevuewa.gov)>; Gunsolus, Jill <[JGunsolus@bellevuewa.gov](mailto:JGunsolus@bellevuewa.gov)>; Jackson, Cherish <[CJackson@bellevuewa.gov](mailto:CJackson@bellevuewa.gov)>; Jensen, Brandy <[BJensen@bellevuewa.gov](mailto:BJensen@bellevuewa.gov)>; Kast, Michelle <[MKast@bellevuewa.gov](mailto:MKast@bellevuewa.gov)>; Katz, Jennifer <[JSKatz@bellevuewa.gov](mailto:JSKatz@bellevuewa.gov)>; Knox, Sarah <[SKnox@bellevuewa.gov](mailto:SKnox@bellevuewa.gov)>; Lafranchi, Kerry <[KLafranchi@bellevuewa.gov](mailto:KLafranchi@bellevuewa.gov)>; Lek, Salue <[SLek@bellevuewa.gov](mailto:SLek@bellevuewa.gov)>; Marks, M'Lisa <[MMarks@bellevuewa.gov](mailto:MMarks@bellevuewa.gov)>; Michailova, Victoria <[VMichailova@bellevuewa.gov](mailto:VMichailova@bellevuewa.gov)>; Miller, Kayla M. <[KMMiller@bellevuewa.gov](mailto:KMMiller@bellevuewa.gov)>; Morgan, B. Jean <[BJMorgan@bellevuewa.gov](mailto:BJMorgan@bellevuewa.gov)>; Munoz, Daniela <[DMunoz@bellevuewa.gov](mailto:DMunoz@bellevuewa.gov)>; Muya, Elvira <[EMuya@bellevuewa.gov](mailto:EMuya@bellevuewa.gov)>; Olson, Kyra <[KO Olson@bellevuewa.gov](mailto:KO Olson@bellevuewa.gov)>; Orta, Julie <[JOrta@bellevuewa.gov](mailto:JOrta@bellevuewa.gov)>; Phillips, Evan <[EPhillips@bellevuewa.gov](mailto:EPhillips@bellevuewa.gov)>; Richter, Michael J. <[MJRichter@bellevuewa.gov](mailto:MJRichter@bellevuewa.gov)>; Roberts, Karin <[KRoberts@bellevuewa.gov](mailto:KRoberts@bellevuewa.gov)>; Robinson, Michelle <[MRobinson@bellevuewa.gov](mailto:MRobinson@bellevuewa.gov)>; Sarwary, Mariam <[MSarwary@bellevuewa.gov](mailto:MSarwary@bellevuewa.gov)>; Sergejeva, Jelena <[JSergejeva@bellevuewa.gov](mailto:JSergejeva@bellevuewa.gov)>; Taylor, Sharon L. <[SLTaylor@bellevuewa.gov](mailto:SLTaylor@bellevuewa.gov)>; Terry, Cheryl <[CTerry@bellevuewa.gov](mailto:CTerry@bellevuewa.gov)>; Thobani, Nuri <[NThobani@bellevuewa.gov](mailto:NThobani@bellevuewa.gov)>  
**Subject:** 4-19 Consent Agenda

Hello,

All items for the 4-19 Consent Agenda were approved this evening.

*Michelle*

**Michelle Luce | Executive Assistant to City Council | City of Bellevue**

425-452-7810 : [CouncilCoordinators@bellevuewa.gov](mailto:CouncilCoordinators@bellevuewa.gov) : 450 110<sup>th</sup> Avenue NE, Bellevue, WA 98004



CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 9923

A RESOLUTION authorizing execution of an amendment to the funding agreement with Eastside Pathways in an amount not to exceed \$400,000.

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 amendment to the funding agreement with Eastside Pathways in an amount not to exceed \$400,000, a copy of which amendment has been given Clerk's Receiving No. \_\_\_\_\_.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021, and signed in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

(SEAL)

\_\_\_\_\_  
Lynne Robinson, Mayor

Attest:

\_\_\_\_\_  
Charmaine Arredondo, City Clerk

## CITY COUNCIL REGULAR SESSION

Resolution authorizing execution of an amendment to the funding agreement with Eastside Pathways in an amount not to exceed \$400,000.

Michael Shiosaki, Director, 452-5377  
Shelley Brittingham, Assistant Director, 452-5213  
*Parks & Community Services*

## EXECUTIVE SUMMARY

This Resolution authorizes the execution of an amendment to the funding agreement with Eastside Pathways providing funding for 2021-2022.

## RECOMMENDATION

Move to adopt Resolution No. 9923

## BACKGROUND/ANALYSIS

Founded in 2011, Eastside Pathways is a community-wide partnership of public, private, and nonprofit organizations uniting around common goals, measurements, and strategies to maximize each child's opportunity for a productive, fulfilling life. Eastside Pathways serves as the backbone organization, supporting this partnership through ongoing facilitation, communication, data reporting, training, and logistical support, enabling organizations to be more productive and effective working together.

Eastside Pathways recruits and trains volunteers who participate on teams or collaboratives focused on specific goals. Eastside Pathways also creates a data framework to facilitate the work of the service providers who have established goals, outcomes, and indicators in specific collaborative work groups. Numerous Eastside organizations use Eastside Pathways' annual community report to align their activities and/or services as well as to pursue grants. The City of Bellevue has worked with Eastside Pathways as a partner agency since Eastside Pathways was formed. The City also works directly with a number of the Eastside Pathways program partners and potential partners including providing human services funding for some partner agencies.

In 2017, Council authorized execution of a 10-year agreement with Eastside Pathways that included an investment of \$400,000 over 2017 and 2018 to be used to continue and expand training programs for the partnership and for the facilitators of the collaboratives. In the 2019-2020 Parks & Community Services Operating Budget, Council again authorized an investment of \$400,000 over 2019 and 2020 to Eastside Pathways.

In the 2021-2022 Parks & Community Services Operating Budget, Council authorized an investment of \$200,000 annually (for a total of \$400,000) to Eastside Pathways. The City's investment provides the following:

- **Annual Report.** Eastside Pathways will produce an independent scorecard demonstrating performance measures that track positive change in community outcomes. Eastside Pathways is responsible for identifying and tracking data points of Bellevue children and youth and distributing

the information so that all partners have access to the same data. Simultaneously, the performance measures inform the partners and the community of key findings and progress over time.

- **Facilitate a Community Network.** Eastside Pathways will support community work through planning, recruiting, training, and facilitating a network of community organizations, human services related agencies and individual community members to address community issues in a timely and responsive manner.
- **Data Sharing Framework Project.** Eastside Pathways will continue to develop and refine a data sharing framework on behalf of its partner organizations and the community. Eastside Pathways will facilitate the collection and connection of data across and among partners to enable continuous improvement for the cradle to career continuum.
- **Incorporate Racial Equity Strategies into System Change.** Eastside Pathways will convene, facilitate, and support its partners through the process to identify, address and take steps to dismantle racial inequities in systems and practices that marginalize children, youth, young adults, and families.
- **Provide Additional Programming.** Eastside Pathways will produce a variety of trainings and community events that engage stakeholders in the work of collective impact, defined as the commitment of a group from different sectors to a common agenda for solving a targeted social problem through alignment and differentiation of efforts.

## **POLICY & FISCAL IMPACTS**

### **Policy Impact**

Executing this amendment to the funding agreement with Eastside Pathways furthers the Council's vision priority of "Achieving Human Potential." The City's investment in Eastside Pathways will help to ensure the community is working together more efficiently and effectively to improve systems for all youth and children in Bellevue, especially low-income populations, and communities of color.

This continuing partnership with Eastside Pathways also supports the City's Comprehensive Plan, specifically the policies identified below from the Human Services Element and the Parks, Recreation & Open Space Element.

### **Human Services Element**

HS-2: Encourage efficient use of public and private resources and develop a broad base of community support.

HS-3: Identify opportunities and develop strategies that are preventive in their approach to human services needs.

HS-13: Encourage partnerships among public and private institutions, schools, human services providers, and others to collectively address needs of children and families using schools as a focal point for the community.

### **Parks, Recreation & Open Space Element**

PA-18: Provide a variety of services and programs accessible to all throughout the city with special emphasis on serving those with limited opportunities including low-income households, youth, individuals with disabilities and older adults.

### **Fiscal Impact**

This action will obligate the City to an amount not to exceed \$400,000. Sufficient funding exists in the 2021-2022 Parks & Community Services Department operating budget.

### **OPTIONS**

1. Adopt the Resolution authorizing execution of an amendment to the funding agreement with Eastside Pathways in an amount not to exceed \$400,000.
2. Do not adopt the Resolution and provide alternative direction to staff.

### **ATTACHMENTS & AVAILABLE DOCUMENTS**

Proposed Resolution No. 9923

### **AVAILABLE IN COUNCIL LIBRARY**

Eastside Pathways Funding Agreement  
First Amendment to the Funding Agreement  
Proposed Second Amendment to the Funding Agreement



[← Business Lookup](#)**License Information:**[New search](#) [Back to results](#)**Entity name:** EASTSIDE PATHWAYS**Business name:** EASTSIDE PATHWAYS**Entity type:** [Nonprofit Corporation](#)**UBI #:** 603-135-557**Business ID:** 001**Location ID:** 0002**Location:** Active**Location address:** 2650 148TH AVE SE  
STE 216  
BELLEVUE WA 98007-6452**Mailing address:** PO BOX 913  
BELLEVUE WA 98009-0913**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

Endorsements held	License #	Count	Details	Status	Expiration	First issued
Kirkland General Business - Non-Resident	OBL28754			Active	Jul-31-2021	Oct-02-2020

Governing people	Title
------------------	-------

CHERRINGTON, STEPHANIE

HABIB, CATHY

LONG, DAVID

MANCHANDA, ALKA

**Registered Trade Names** ▼

Registered trade names	Status	First issued
EASTSIDE FOR ALL	Active	May-13-2020
EASTSIDE REFUGEE AND IMMIGRANT COALITION	Active	Aug-22-2017

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/12/2021 8:25:46 AM

### Contact us

How are we doing?

**Take our survey!**

Don't see what you expected?

**Check if your browser is supported**





## EASTSIDE PATHWAYS

**Owner or tradesperson**  
**WILLIAM HENNINGSGAARD**

Doing business as  
**EASTSIDE PATHWAYS**

WA UBI No.  
**603 135 557**

**PO BOX 913**  
**BELLEVUE, WA 98009**

Governing persons  
**WILLIAM**  
**VERNON**  
**HENNINGSGAARD**  
JANET LERENE LEVINGER;  
TRACY MAURY MAURY;

## Certifications & Endorsements

### **OMWBE Certifications**

No active certifications exist for this business.

### **Apprentice Training Agent**

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the [Oregon Bureau of Labor & Industries](#) or [Montana Department of Labor & Industry](#) to verify if this business has apprentices.

## 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  
**241,967-00**

**Account is current.**

Doing business as  
**EASTSIDE PATHWAYS**

Estimated workers reported  
**Quarter 4 of Year 2020 "4 to 6 Workers"**

L&I account contact  
**T9 / MICHELLE DARIN (360)902-4918 - Email: PAUM235@lni.wa.gov**

## Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

**Required Training– Effective July 1, 2019**  
Needs to complete training.

**Contractor Strikes**



No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

**Workplace Safety & Health**

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.

---

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Eastside Pathways\***  
**Record Status: Active**

**No Search Results**



# 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

**Contract Documents:**

- Scan and toss
- Do *not* scan and toss (keep)

**\*Vendor Name:** Eastside Pathways

---

**\*JDE PO Number:** 1750079.002

---

**\*Effective Date:** 4/20/2021

---

**\*Termination Date:** 4/20/2027

---

**Amendment Effective Date:** 4/20/2021

---

**\*Clerk's Receiving Number:** 78141

---

**Related Receiving Number:** 65640 74501

---

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

---

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

---

**Resolution Number:** TBD 4/9/2021      9923

---

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

---

**Project Name:** Community Based Non profit supports every child

---

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

---

**Vendor Number:** 319889

---

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

CR# 78141 Date: 5/7/21 PO # & Loc: 1750079.002

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

## Contract Routing Form

### Current Contract Information:

**Contract Title:** Eastside Pathways  
**Contract Description:** Community Based Non-profit that mobilizes support to every child  
**Total Contract Value:** \$1,200,000.00  
**This Amendment Value:** \$400,000.00  
**Department:** Parks - 587  
**Contract Manager:** Helena Stephens  
**Contract Type:** General Service  
**Contract Form:** Standard COB document with no changes  
**Budget Expenditure:** Expenditure Contract - Sufficient Funds

**Grant Funded?** If yes, please attach/e-mail copy of grant.

No

**Maximo User:** No

### Vendor Information:

**New Vendor?** No **COB License #:** 98822  
**Vendor Name:** Eastside Pathways **UBI #:** 603135557  
**Vendor Email:** stephanie@eastsidepathways.org  
**JDE Vendor Number:** 319889 **Contractor's Lic. #:** NA  
**Independent Contractor?** Yes

### Contract Term:

**Original Effective Date:** 04/20/2017 **End Date:** 11/01/2020  
**Subject To:** No Renewal

### Council Approval:

**Does this contract require council approval?** Yes

**Council Award Date:** 4/19/2021 **Council Action:** Resolution **9923** **Legislative #:**

Route:	Approvers Name or Designee	Signature	Date Signed
Vendor Contact Name:	Stephanie Cherringt...		
Procurement Services:	Angela Carlson	<i>Angela Carlson</i>	4/20/2021
Information Technology:	Not Required		
Legal Reviewer:	Kathleen Kline	<i>Kathleen Kline</i>	4/14/2021
Insurance Reviewed By:	Pete Bourgeault	<i>Pete Bourgeault</i>	4/14/2021
Department Director:	Michael Shiosaki	<i>Michael Shiosaki</i>	4/28/2021

Return To: Shelley BrittinghamCity Clerk's Office: Sue Gunderson  
Sue Gunderson 5/7/21**Related Contract Information:**

**Amendment/change order/renewal?** Yes  
**Amendment #:** 2  
**Amendment Effective Date:** 4/20/2021  
**Original PO #:** 1750079.002  
**Original Contract Value:** \$400,000.00  
**Total Value of Previous Change Orders/Amendments:** \$400,000.00  
**This Change Order/Amendment Value:** \$400,000.00  
**Has Council approved a new contract amount since original award?** Yes  
**Most Recent Council Approved Amount:** \$400,000.00  
**Council Approval Date:** 4/19/2021  
**Total Value of Change Orders/Amendments since last Council Approval:** \$0.00

**Percentage increase from most recent Council authorization:**

(If the percentage above exceeds 10%, and your total contract exceeds \$90,000, you must take this amendment/change order to council for approval.)

**Budget Information:**

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
	Eastside Pathways Fund	04/19/2021	61581.541100.7123	\$400,000.00	No	\$400,000.00

**Additional Comments:**

## CONTRACT REVIEW CRITERIA

Dept.	PS
<input type="checkbox"/>	<input type="checkbox"/> Does the Contract Routing/Approval Form and Contract have consistent information? <i>yes</i>
<input type="checkbox"/>	<input type="checkbox"/> Is the Contract Type and template appropriate for the services performed? <i>yes</i>
<input type="checkbox"/>	<input type="checkbox"/> Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate? <i>yes</i>
<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? _____ <i>yes</i>
<input type="checkbox"/>	<input type="checkbox"/> Do the Contract Start/End Dates comply with current policies (maximum 5 years unless exception noted)? <i>yes</i>
<input type="checkbox"/>	<input type="checkbox"/> Is this an amendment or renewal? If so, are the original contract #'s and values indicated? <i>yes</i>
<input type="checkbox"/>	<input type="checkbox"/> Has the Selection Method been explained in Additional Comments? Are results attached? <i>na</i>
<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? <i>TBD 4/19/2021</i>
<input type="checkbox"/>	<input type="checkbox"/> Does the contractor meet requirements of the Independent Contractor Threshold question? <i>yes</i>
<input type="checkbox"/>	<input type="checkbox"/> Is Attachment "A" (Scope of Work and/or Services) attached? <i>yes</i>
<input type="checkbox"/>	<input type="checkbox"/> Is Attachment "B" (Insurance Requirements) attached? <i>no</i>
<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? <i>yes A</i>
<input type="checkbox"/>	<input type="checkbox"/> Is the Contractor identified as the insured? <i>yes</i>
<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? <i>yes 2/13/2021-2/13/2022</i>
<input type="checkbox"/>	<input type="checkbox"/> Does the Contractor have a self-insured retention? Is it above \$25,000?
<input type="checkbox"/>	<input type="checkbox"/> Is the City listed as the Certificate Holder? <i>yes</i>
<input type="checkbox"/>	<input type="checkbox"/> Is the Certificate signed? <i>yes</i>
<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? <i>yes</i>
<input type="checkbox"/>	<input type="checkbox"/> If this contract requires the payment of Prevailing Wages, are current Wage Rates referenced in Attachment "C"? <i>na</i>
<input type="checkbox"/>	<input type="checkbox"/> Does the Contractor have an open account with the Washington State Department of Revenue? <i>yes</i>
<input type="checkbox"/>	<input type="checkbox"/> Are the Contractor's worker's compensation premiums current? <i>yes</i>
<input type="checkbox"/>	<input type="checkbox"/> Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing? <i>na</i>
<input type="checkbox"/>	<input type="checkbox"/> Have you checked the Office of Minority and Women-Owned Businesses website? <i>na</i>
<input type="checkbox"/>	<input type="checkbox"/> Have you checked the King County Small Business Certification website? <i>na</i>
<input type="checkbox"/>	<input type="checkbox"/> <b>Is the Vendor on the Federal Debarred Suspended List?</b> <i>no</i> <a href="https://sam.gov/SAM/pages/public/searchRecords/search.jsf">https://sam.gov/SAM/pages/public/searchRecords/search.jsf</a>
<input type="checkbox"/>	<input type="checkbox"/> <b>Verify LNI Debarment status at:</b> <i>yes</i> <a href="https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx">https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx</a>

Risk to review insurance