



CONTRACT FACE SHEET

Document Type: [] Claim [x] Interlocal Agmt [] Collective Bargaining Agmt [] Latecomer Agreement [] Connection Charge Agmt [] MOU [] Contract [] ROW Use Agmt [] Franchise Agreement [] Settlement Agmt [] Grant Agmt

Relationship to Original: [] Amendment [] MOU [] Cancellation [x] New [] Change Order [] Release [] Correspondence [] Renewal [] Initial [] Retainage [] Lien [] Working

*Vendor Name: NORCOM
*JDE PO Number: /
*Original's Effective Date: 02.24.2009
*Amendment's Effective Date: /
*Termination Date: 02.24.2099
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Original's Receiving Number: /
Bid/RFP/RFQ/ITQ Number: /
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Resolution Number: /
CIP Number: /
Project Description: Records Disclosure and Confidentiality Agreement
KC Recording Number: /
Vendor or Parcel Number: 104754
File Location: 09.156

• Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

DEPT: CA Face Sheet Date 03.04.2009 C JDE N/A
Scan/Index Date 3-4-2009 J ECM

RECORDS DISCLOSURE AND CONFIDENTIALITY AGREEMENT
between
The City of Bellevue
and
NORCOM

This Agreement is made between the City of Bellevue ("City"), a municipal corporation under the laws of the State of Washington, and North East King County Regional Public Safety Communication Agency, a Washington not for profit corporation and instrumentality of its member governments ("NORCOM").

RECITALS:

WHEREAS, NORCOM was created to operate and maintain a consolidated public safety/emergency communication center for the benefit of its member governments ("Service Delivery"); and

WHEREAS, City is a member of NORCOM; and

WHEREAS, NORCOM has entered into a contract with New World Systems ("New World") to acquire certain computer and peripheral related hardware and software for NORCOM'S operation that will include capacity for NORCOM to host City's Police Department Records Management System ("RMS") and

WHEREAS, prior to and after NORCOM begins Service Delivery, including hosting City's RMS, it will be necessary for City to disseminate to NORCOM (1) records management system data containing criminal records history information, including non-conviction data related to the operation of City Police Department, (2) confidential City Police Department personnel records and data that are confidential and/or privileged, (3) certain confidential information belonging to other departments of City (collectively, "Critical Data"); and

WHEREAS, NORCOM intends to provide New World with certain Critical Data including confidential and privileged data and said Critical Data that may be disseminated to subcontractors of New World; and

WHEREAS, City generally conditions access by non-City employees to its Critical Data through agreements containing confidentiality, security and background requirements; and

WHEREAS, City has no contractual relationship with New World, and New World and its subcontractors, if any, are not a criminal justice agency under Washington law; and

WHEREAS, NORCOM is willing to agree to confidentiality, security and background requirements as a condition of receiving Critical Data, and to require New World and any of its subcontractors having access to Critical Data to agree to such requirements;

ACCORDINGLY, IN CONSIDERATION OF THE PROMISES AND AGREEMENTS HEREIN CONTAINED THE CITY AND NORCOM AGREE AS FOLLOWS:

1. NORCOM shall only use Critical Data for necessary purposes related to Service Delivery, including hosting City's RMS, and shall not duplicate or disseminate Critical Data beyond such necessary purposes without City's prior written consent.
2. NORCOM, its employees and all others under its direction and control shall treat Critical Data as confidential to the extent required or permitted by law and shall take all steps necessary and/or appropriate to maintain the confidentiality and security of Critical Data consistent with best practices for confidential data and any applicable federal and state laws and regulations.
3. Prior to providing access to Critical Data to any person, including but not limited to NORCOM employees, New World employees, and their respective agents, representatives and subcontractors, NORCOM shall:

- a) Insure that each such person is aware of Paragraphs 1 and 2 and agrees to comply with their terms by signing Attachment A to this Agreement, and returning it to City.

- b) Provide to City the full name, date of birth, fingerprints, or fingerprint State Identification Number (SID), and current address of such persons. City will, at its discretion, conduct a criminal background investigation for criminal history using the Washington Crime Information Center (WACIC), the State of Washington District and Municipal Court Information System (DISCIS), the State of Washington Superior Court Management System (SCOMIS), the State of Washington Department of Licensing (DOL) and the National Crime Information Center (NCIC).

- c) Allow access to the Critical Data to only those persons who have been approved by City after a criminal history background check. City shall indicate its approval by completing Attachment A and returning it to NORCOM.

- d) If NORCOM is deemed to be a Criminal Justice Agency, it shall perform the duties of subsections b) and c) above and provide assurance to City of completion of such duties for each person granted access to Critical Data. Upon request, NORCOM shall provide City with the results of the criminal background investigation conducted under subsection 3b) above for compliance auditing purposes.

4. In the event of an actual, threatened or intended breach of this Agreement by NORCOM or its agents, City, in addition to any other rights and remedies available to it at law or in equity, may apply for preliminary and final injunctions, enjoining and restraining such actual, threatened or intended breach.

5. The validity and interpretation of this Agreement, and legal relations of the parties to it, shall be governed by the laws of the State of Washington, County of King.

6. Indemnification and Hold Harmless.

- a) NORCOM 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 NORCOM, its officers, employees or its agents. NORCOM agrees that its obligations

under this paragraph 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, NORCOM, 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 NORCOM.

b) The City shall protect, defend, indemnify and save harmless NORCOM, 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, its officers, employees or its agents. The City agrees that its obligations under this paragraph 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 NORCOM only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event NORCOM 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.

c) NORCOM will indemnify, defend, and hold the City (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent Consultants, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorney's fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (i) NORCOM's breach of any obligations, representations, or warranties under this Agreement, or (ii) the infringement or misappropriation by NORCOM, its officers, employees or its agents of any foreign or United States patent, copyright, trade secret, or other proprietary right.

7. This Agreement may be assignable by City. If NORCOM assigns this agreement without written authorization of City, City may terminate this Agreement without being in breach and shall be relieved of any further obligations.

8. Written notice to City shall be made to:

City Manager
City of Bellevue
P.O. Box 90012
Bellevue, Washington 98009-9012

Written notice to NORCOM shall be made to:

Executive Director
NORCOM
P.O. Box 50911
Bellevue, WA 98015-0911

9. This Agreement will become effective on the last date signed below.

Steve Sarkozy for

Steve Sarkozy
City of Bellevue
City Manager

Dated 2/26/09

Chris Fischer

Chris Fischer
NORCOM
Executive Director

Dated 2/23/09

Approved as to Form:

Jerome Roaché

Jerome Roaché
Assistant City Attorney

Approved as to Form:

Rod Kaseguma

Rod Kaseguma
NORCOM Attorney

ATTACHMENT A – ACKNOWLEDGMENT AND AGREEMENT TO RECORDS
DISCLOSURE AND CONFIDENTIALITY AGREEMENT

I, _____, have read and fully understand the RECORDS DISCLOSURE AND CONFIDENTIALITY AGREEMENT between the City of Bellevue and NORCOM and agree to be bound by its terms.

My date of birth is _____

My current address is _____

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Date & Place

Signature

The City of Bellevue has conducted a criminal background investigation for criminal history and

_____ Approves

_____ Denies

access to City of Bellevue Critical Data as described in the Records Disclosure and Confidentiality Agreement.

Date & Place

Signature