



**CONTRACT FACE SHEET**

- Document Type:**
- Contract
  - MOU
  - Interlocal Agreement
  - Notice of Acceptance
  - Retainage
  - Franchise Agreement
  - Right of Way Use Agreement
  - Lien
  - Correspondence
  - Collective Bargaining Agreement
- Status:**
- New
  - Amendment
  - Change Order
  - Renewal
  - Cancellation

**\*Vendor Name:** NORCOM

**\*JDE PO Number:** 910549-000

**\*Effective Date:** 05/21/2009

**\*Termination Date:** 06/30/2016

**Amendment Effective Date:** /

**\*Clerk's Receiving Number:** 44413

**Related Receiving Number:** /

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

**Ordinance Number:** /

**Resolution Number:** /

**CIP Number:** /

**Project Name:** Fiber & Conduit Licensing Agreement *between COB & Norcom*

**Site Name:** /

**Vendor Number:** 104754

**File Location:** 09-412

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

IT

Face Sheet Date: 06-04-2009 C JDE @

Scan/ Index Date: 6-4-09 MT ECM

**LICENSING AGREEMENT FOR  
CITY OF BELLEVUE FIBER AND CONDUIT**

THIS FIBER AND CONDUIT LICENSING AGREEMENT (the "Agreement") made and effective as of this 13<sup>th</sup> day of June, 2009, by and between the City of Bellevue, Washington, a municipal corporation ("City") and North East King County Regional Public Safety Communications Agency (NORCOM), a Washington not for profit corporation and instrumentality of its member governments ("Lessee").

**RECITALS**

**WHEREAS**, the City is the owner of a Dark Fiber and a Fiber and Conduit System; and

**WHEREAS**, Lessee proposes to use the City Dark Fiber and Conduit to provide connectivity from Room MEC-02 at 450 110<sup>th</sup> Avenue NE, Bellevue, Washington to the Pedestal at NE 40<sup>th</sup> Street and 156<sup>th</sup> Avenue NE, Redmond, Washington;

**NOW, THEREFORE**, in consideration of the promises, the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows.

**ARTICLE I  
DEFINITIONS**

For the purpose of this Agreement, the following terms when used herein shall have the following meanings.

1.1 "City Facilities" means all facilities, including but not limited to fiber optic cables, equipment and all associated hardware, that are owned, controlled and/or utilized by the City.

1.2 "Conduit" means a structure for supporting Fiber or other cables, usually underground, which may contain, among other things, one or more Innerducts.

1.3 "Dark Fiber" means unlit optical fiber cable strands, with connectivity from end-to-end and meeting generally accepted industry loss and performance standards, where the Lessee is responsible for providing and attaching the telecommunications equipment and lasers to transmit the light to carry data via the fiber.

1.5 "Fiber" means optical fiber cable strands used to transmit light to carry data from end-to-end and meeting generally accepted industry loss and performance standards.

1.4 "Fiber and Fiber and Conduit System" means any combination of Fiber, Innerducts, Conduits, Manholes, Vaults, Handholes, Junction Boxes and Pedestals joined to form an integrated whole, which is owned, in whole or in part, by the City.

1.5 "Handhole" means a buried box with a lid that is even with the surface of the ground and that is used to store, terminate, splice or transfer fiber optic cable.

1.6 "Innerduct" means a single enclosed raceway/channel within a single Conduit in which the fiber optic cable will be placed.

1.7 "Junction Box" means a box where cable splices and connections are made and accessed.

1.8 "Lessee Facilities" means all facilities, including but not limited to fiber optic cables, equipment and all associated hardware, owned and/or utilized by Lessee that occupy and use the identified portion of the Fiber and Conduit System.

1.9 "Manhole" means a subsurface enclosure which qualified personnel may enter and use for the purpose of installing, operating and maintaining facilities.

1.10 "Pedestal" means an above ground structure used to store, terminate, splice or transfer fiber optic cable.

1.11 "Vault" means an underground structure used to store, terminate, splice or transfer fiber optic cable.

## ARTICLE II SCOPE OF AGREEMENT

2.1 This Agreement shall become effective upon the effective date stated above and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect until June 30, 2016, at which time the parties agree to extend this Agreement, without modification, for additional one (1) year periods upon the written request of Lessee, provided that such written request is received by the City not later than sixty (60) days prior to the termination of the initial term or any one-year extension.

2.2 Subject to this Agreement, the City agrees to issue to Lessee, for the purposes limited to those described herein, a revocable and nonexclusive license authorizing the use of two (2) single mode Fiber of City- owned Dark Fiber from Room MEC-02 at 450 110<sup>th</sup> Avenue NE, Bellevue, Washington to the Pedestal at NE 40<sup>th</sup> Street and 156<sup>th</sup> Avenue NE, Redmond, Washington. Lessee shall use the Fiber to support operation of its back-up emergency communications center. By issuing this license, the City shall provide reliable service, restore service rapidly, and plan and coordinate interruptions of service with Lessee.

2.3 No use of the City- owned Dark Fiber or the City Fiber and Conduit System, or payment of any fees or charges under this Agreement shall create or vest in Lessee any easements or any other ownership or property rights of any nature in the Dark Fiber or the Fiber and Conduit System. Neither this Agreement, nor the license granted hereunder, shall constitute an assignment of any of the City's rights to use the Dark Fiber, the Fiber and Conduit System or the public or private property in which the Fiber and Conduit System is located.

2.4 The parties agree that this Agreement shall not be construed as limiting or interfering with the City's right to manage, control, construct, locate, maintain and/or use its Fiber and Conduit System; City Facilities; the public right of way; and /or any public or private property in which the Fiber and Conduit System or the City's Facilities are located.

2.5 The parties intend that *nothing* in this Agreement shall be a limitation, restriction, or prohibition against the City with respect to any other existing or future City agreement regarding the Fiber and Conduit System, including the identified portion of the Fiber and Conduit System covered by this Agreement. Lessee acknowledges that a future City agreement with a third party may make rearrangement of Lessee's Facilities necessary. Lessee agrees that in such event, Lessee will cooperate in good faith with such rearrangement work; provided that the City shall give Lessee thirty (30) days written notification of such intent to rearrange Lessee's Facilities.

2.6 If the City determines that it is necessary to relocate, modify or alter the Dark Fiber and/or the Fiber and Conduit System, the City shall provide Lessee sixty (60) days written notification prior to making the proposed relocation, modification or alteration in order to provide Lessee a reasonable opportunity to

*rearrange, relocate or modify Lessee Facilities. Lessee shall have no responsibility for costs and expenses relating to the relocation, modification or alteration of the Dark Fiber or the Fiber and Conduit System for the purpose of meeting the City's needs or the needs of any other joint-user. The notification requirement of this section shall not apply to emergency situations.*

2.8 In the event of an emergency, as soon as practicable thereafter and not later than seventy-two (72) hours after having taken action, the City shall advise Lessee in writing of the emergency work performed or the action taken with respect to any emergency modification or alteration of Lessee's Facilities.

### **ARTICLE III FEES AND CHARGES**

3.1 Commencing on the effective date of this Agreement, Lessee shall pay to the City a monthly recurring Fiber Usage Rental Fee in the amount of \$477.00 for the use of the identified portion of the City's Fiber and Conduit.

3.2 Wherever this Agreement provides for Lessee to pay for work done by the City, the charge for such work shall include all reasonable material, labor, engineering and administrative costs and applicable overheads. The City's standard billing rates for having personnel on site shall apply, and the City's cost accounting systems used for recording capital and expense activities shall be used.

### **ARTICLE IV LIABILITY AND DAMAGES**

4.1 The City, its officers, employees, agents and contractors, shall exercise reasonable precaution to avoid damaging the Lessee Facilities and shall make an immediate report to Lessee of any damage to the Lessee Facilities caused by the City's officers, employees, agents or contractors. The City shall reimburse Lessee for all reasonable costs incurred by Lessee for repairing damage to the Lessee Facilities caused by the City, its officers, employees, agents and contractors; provided, that the City shall not be liable to Lessee for any interruption of Lessee's service or for interference with the operation of the Lessee Facilities. The City shall not be liable for any special, indirect, or consequential damages arising in any manner whatsoever out of Lessee's use of the Fiber and Conduit System or the actions or omissions of the City, its officers, employees, agents and contractors in regards thereto, including, but not limited to, as a result of the City's negligence. Lessee shall indemnify and hold harmless the City, its employees, agents and contractors from and against any and all claims, demands, causes of action, costs, and attorneys' fees of whatever kind resulting in any manner whatsoever out of Lessee's use of the Fiber and Conduit System. The foregoing shall not limit the City's liability for willful or intentional misconduct.

4.2 Lessee shall indemnify, defend and hold harmless the City, its officers, employees, agents and contractors, from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorneys' fees and expenses, arising from the acts, errors or omissions of NORCOM, its officers, employees, agents and contractors in the performance of its obligations under this Agreement, and arising from NORCOM's use and operation of the Lessee Facilities, including but not limited to taxes, special charges by others, claims and demands for damage or loss from intellectual property infringement, for libel and slander, for trespass, and for unauthorized use of television or radio broadcast programs and other program material, .

4.3 The City shall give Lessee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by this Article. If a claim or action arises, the City shall tender the defense of the claim or action to Lessee, which defense shall be at Lessee's expense. The City may

participate in the defense of a claim and, in any event, Lessee may not agree to any settlement of claims financially affecting the City without the City's written approval, which shall not be unreasonably withheld.

## **ARTICLE V INSURANCE**

5.1 Without limiting any obligations or liabilities of Lessee under this Agreement, Lessee shall procure and maintain for the term of this Agreement, at its own expense, without direct reimbursement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the license granted by this Agreement, which insurance shall meet or exceed the following unless otherwise approved by the City:

Commercial General Liability Insurance, including Contractual Liability Coverage, covering liability assumed under this Agreement; Products/Completed Operations Coverage; Broad Form Property Liability Coverage; and Personal Injury Coverage, all in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

5.2 Lessee's insurance policy required by Article V, Section 5.1 above, (1) shall name the City as an additional insured. Lessee hereby waives all rights of recourse, including any right to which another may be subrogated, against the City for personal injury, including death, and property damage, (2) shall be primary insurance and (3) shall be non-contributing with any other insurance maintained by the City.

5.3 Lessee shall provide the City with Certificates of Insurance evidencing coverage currently in effect upon the effective date of and for the duration of this Agreement. All policies are to provide the City with thirty (30) days prior written notice of cancellation or any material adverse change in conditions.

5.4 Lessee shall be fully responsible for any self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

## **ARTICLE VI ASSIGNMENT OF RIGHTS AND LIABILITIES**

6.1 The rights and obligations of Lessee under this Agreement shall not be assigned, transferred or sublicensed in whole or in part without the prior written consent of the City, which consent shall not be unreasonably withheld. No less than sixty (60) days prior to any proposed assignment, Lessee shall provide to the City (1) written notice of the proposed assignment and (2) adequate assurance of any proposed assignee's financial responsibility, the adequacy of which is to be determined by the City. Under any assignment the assignee must agree to assume all liabilities and obligations of Lessee.

6.2 Notwithstanding Article VI, Section 6.1, the City acknowledges and agrees that Lessee may assign or collaterally assign, all of its rights, interests and obligations hereunder to any of its affiliates, provided, however (1) Lessee gives the City written notice no less than sixty (60) days prior to any such assignment; (2) no less than sixty (60) days prior to any assignment, Lessee provides the City with adequate assurance of the proposed assignee's financial responsibility, the adequacy of which is to be determined by the City; and (3) the assignee agrees to assume all liabilities and obligations of Lessee.

6.3 Any attempt of an assignment by Lessee to a non-affiliated party, without the prior written consent of the City shall be void. Any attempt of an assignment to an affiliated party which does not meet the criteria set forth in Article VI, Section 6.2 shall be void.

6.4 The City shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement in either whole or in part. The City shall provide notice to

Lessee of any assignment which shall state the effective date thereof. Upon the effective date and to the extent of the assignment, the City shall be released and discharged from all obligations and liabilities under this Agreement.

6.5 Neither this Agreement nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any person or entity not a signatory hereto.

6.6 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

## **ARTICLE VII TERMINATION OF AGREEMENT**

7.1 This Agreement and the license issued pursuant to this Agreement shall automatically cease and terminate whenever there is filed either by Lessee or against Lessee in any court pursuant to any statute, either of the United States or any state, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or a trustee of all or substantially all of Lessee's property, or whenever Lessee makes a general assignment for the benefit of creditors; provided that the City shall have the discretion to allow Lessee a reasonable period of time within which to settle, compromise, resolve or cure the circumstances leading to such termination.

7.2 This Agreement and the license issued pursuant to this Agreement shall automatically terminate:

7.2.1 If Lessee's Facilities are used or maintained in violation of law or in aid of any unlawful act or undertaking; or

7.2.2 If any authorization which is required of Lessee by any governmental or private authority for the construction, operation and maintenance of Lessee's Facilities is denied or revoked; or

7.2.3 If Lessee no longer has the right to operate its back-up emergency communications facility which is served by Lessee's Facilities.

7.3 The City shall have the right to terminate this Agreement:

7.3.1 If Lessee is in default of any term of this Agreement; or

7.3.2 If Lessee's insurance carrier shall at any time notify the City or Lessee that the policy or policies of insurance, required under Article V hereof, have been or will be canceled or changed and if the requirements of Article V are not satisfied upon the effective date of such cancellation or change.

7.4 Even after the termination of this Agreement, Lessee's responsibility and indemnity obligations shall continue, as provided for in Article IV of this Agreement, with respect to any claims or demands related to Lessee's Facilities.

## **ARTICLE VIII MISCELLANEOUS**

8.1 Notices. Wherever in this Agreement notice is required to be given by either party to the other, that notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail, return receipt requested, with postage prepaid and properly addressed as follows, or to such other address as either party may, from time to time, give the other party in writing:

If to the City:

City of Bellevue  
P.O. Box 90012  
Bellevue WA 98009-90012  
Attention: City Clerk

With a copy to:

City of Bellevue  
P.O. Box 90012  
Bellevue WA 98009-90012  
Attention: Chief Information Officer

If to Lessee:

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

With a copy to:

NORCOM  
P.O. Box 50911  
Bellevue, WA 98015-0911  
Attn: Secretary

8.2 **Non-Waiver.** Failure of the City or Lessee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege, but the same shall be and remain at all times in full force and effect.

8.3 **Force Majeure.** Neither party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from any acts or occurrences due to fire, flood, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages or other cause beyond its control.

8.4 **Entire Agreement.** The terms contained in this Agreement and any Exhibits referred to herein, which are incorporated into this Agreement by reference, constitutes the entire Agreement between the parties with respect to the subject matter hereof, superseding all prior agreements, understandings, proposals and other communications, oral or written. Neither party shall be bound by any terms additional to or different from those in this Agreement. No representations, understandings, agreements or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth. The terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

8.5 **Severability.** In the event that any one or more of the provisions of this Agreement shall for any reason be held to be *invalid, illegal or unenforceable*, the remaining provisions of this Agreement shall be unimpaired, *invalid, illegal or unenforceable* provisions shall be replaced by a *mutually acceptable*

provision, which being valid, legal and enforceable, comes closest to the intentions of the parties underlying the invalid, illegal or unenforceable provision.

8.6 Headings. All headings contained in this Agreement are for convenience only and are not intended to affect the meaning or interpretation of any part of this Agreement.

8.7 Venue and Governing Law. The venue for any dispute related to this Agreement shall be in the King County Superior Court in Washington. This Agreement and the rights and obligations contained in it shall be construed in accordance with and governed by the laws of the State of Washington.

8.8 Costs of Enforcement. In the event of a default by Lessee, Lessee, its successors and assigns, agree to pay all of the City's costs of enforcing its rights under this Agreement, including all reasonable attorneys' fees and other costs which the City may incur with regard to collection of any amounts owed under this Agreement or with respect to the enforcement of any other rights of the City under this Agreement.

IN WITNESS WHEREOF, the City of Bellevue and Lessee have caused this Fiber and Conduit Licensing Agreement to be duly executed and effective as of the date first set forth above.

LESSEE  
By: Chris Fischer  
Name: Chris-Fischer  
Title: Executive Director

CITY OF BELLEVUE  
By: Chelo Picardal  
Name: Chelo Picardal  
Title: CTO

Approved as to form:  
Rod Kaseguma  
Rod Kaseguma  
NORCOM Attorney

Approved as to form:  
Joanna P. Pouché  
Asst. City Attorney

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/26/2009

PRODUCER (360)886-8928 FAX: (866)322-2627  
MacIlvennie Associates, Inc.  
P.O. Box 8629

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Covington WA 98042

INSURERS AFFORDING COVERAGE

NAIC #

INSURED NORCOM

INSURER A: American Alternative Ins

DBA: North East King County Regional Public Safety Communications Agency, Inc.  
123 5th Ave.

INSURER B:

INSURER C:

Kirkland WA 98033

INSURER D:

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap <input checked="" type="checkbox"/> Management Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	TR2062115	1/11/2009	1/11/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EPLI \$ 1,000,000
A	X	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TR2062115	1/11/2009	1/11/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	X	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	CU5056104	1/11/2009	1/11/2010	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TR2062115	1/11/2009	1/11/2010	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,500,000
A		OTHER Fidelity	TR2062115	1/11/2009	1/11/2010	Comm. Blanket Bond \$1,000,000

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

The City of Bellevue, its elected officials, officers, employees, insureds & agents are included as Additional Insureds per policy form VGL101 (08/03) and CU1000B (04/95) on a primary & non-contributory basis as respects the agreement between NORCOM & The City of Bellevue.  
 \*\*\*\*This replaces the certificate issued on 1/5/09.

## CERTIFICATE HOLDER

City of Bellevue  
PO Box 90012  
Bellevue, WA 98009

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Darlene

*Darlene MacIlvennie*

ACORD 25 (2001/08)

INS025 (0108) 08a

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## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CR# 44413 Date: 06.04.09 Loc: 09.412 PO #: 910549-000



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

### Contract Routing Form

#### Current Contract Information:

**Contract Title:**  
Fiber & Conduit Licensing Agreement  
**Contract Description:**  
Fiber & Conduit Licensing agreement b/w COB & NORCOM  
**Total Contract Value:**  
**This Amendment Value:** N/A

**Department:** Information Technology - 558  
**Contract Manager:** Jim Rawley  
**Contract Type:** Other  
**Contract Form:**  
Standard COB document with no changes  
**Budget Expenditure:**  
Revenue

#### Vendor Information:

**Is this a new vendor?** Yes  
**Vendor Name:** NORCOM  
**JDE Vendor Number:** 104754  
**Is this vendor an independent contractor?** Yes

**Tax ID #:** N/A  
**COB License #:** N/A  
**UBI #:** N/A  
**Contractor's License #:** N/A

#### Contract Terms:

**Original Effective Date:** 05/21/2009 **End Date:** 06/30/2016 **Subject To:** No Renewal

#### Related Contract Information:

**Is this an amendment/change order/renewal?** No

#### Council Approval:

**Does this contract require council approval?** No

#### Route:

	In	Out
Contracting Services: <u>John Li</u>	<u>5/21/09</u>	<u>5/27/09</u>
Information Technology: <u>Charles Powell</u>	<u>5/21/09</u>	<u>5/21/09</u>
Legal: <u>Jerome Pancher</u>	<u>5/27</u>	
Insurance Reviewed By: <u>Rick Olson</u>	<u>5/29/09</u>	<u>5/29/09</u>
Department Director: <u>Charles Powell</u>	<u>6/1/09</u>	<u>6/1/09</u>
Contracting Services: <u>John Li</u>	<u>6/2/09</u>	<u>6/2/09</u>
Return To: <u>Bev Ni</u>		
City Clerk's Office: <u>Chaugen</u>	<u>06.03.09</u>	<u>06.04.09</u>

**Selection Method:**

Selection Method:

Roster Service: -

Solicitation Issue Date:

Solicitation Due Date:

Length Bid/Proposal is valid for:

Bid/RFP/RFQ #:

Bid/RFP/RFQ/ITQ Title:

Grant Money involved in contract?

Quote #	Vendor Name	MWDBE	Fee/Cost
		<input type="checkbox"/>	

**Budget Information:**

Line #	Description	GL Date	Account #	Subtotal	Tax	Total

**Additional Comments:**

*This is a revenue agreement*