



CONTRACT FACE SHEET

Document Type: [] Contract [] Franchise Agreement
[] MOU [] Right of Way Use Agreement
[x] Interlocal Agreement [] Lien
[] Notice of Acceptance [] Correspondence
[] Retainage [] Collective Bargaining Agreement

Status: [x] mou [] Renewal
[] Amendment [] Cancellation
[] Change Order

*Vendor Name: NORCOM

*JDE PO Number: 910652-000

*Effective Date: 06/01/2009

*Termination Date: 06/30/2011

Amendment Effective Date: /

*Clerk's Receiving Number: 44562

Related Receiving Number: /

Bid/RFP/RFQ/ITQ Number: /

Ordinance Number: /

Resolution Number: /

CIP Number: /

Project Name: Process for COB to administer three technology grants

Site Name: /

Vendor Number: 104954

File Location: 09.482

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

PD

Face Sheet Date: 06.29.2009 CJDE

Index Date: 6-29-2009 NJDECM

**AGREEMENT FOR GRANT ADMINISTRATION SERVICES
FOR TWO COPS GRANTS
AND ONE WASHINGTON STATE APPROPRIATION**

THIS AGREEMENT is made and entered into this 25th day of June, 2009, between the City of Bellevue ("the City"), a Washington municipal corporation, and North East King County Regional Public Safety Communications Agency ("NORCOM"), a Washington Not for Profit Corporation and instrumentality of its member governments.

WHEREAS, grant funds from two 2008 COPS grants and one 2008 Washington state appropriation will support projects including technology and services required for NORCOM's operation; and

WHEREAS, the City holds or has access to these grant funds and has the expertise and processes to administer the expenditure of the funds; and

WHEREAS, NORCOM requires timely payment of the grant funds to NORCOM by the City to meet the payment terms of NORCOM's suppliers and to avoid late payment charges; and

WHEREAS, the City desires to provide grant administration services to NORCOM, and NORCOM desires to obtain these services from the City, in accordance with the terms of this Agreement; and

WHEREAS, NORCOM has contracted with entities, including New World Systems, for certain goods and services necessary for the procurement, implementation and operation of NORCOM's technology;

NOW THEREFORE, for and in consideration of the mutual benefits stated below, the Parties agree as follows:

1. Grant Administration Services. As grant administrator for the U.S. Department of Justice Community Oriented Policing Services awards and The State of Washington Department of Community, Trade, and Economic Development Local and Community Projects Program award ("grant"), the City shall determine eligibility for grant payment/reimbursement ("reimbursement") and process requests from NORCOM for reimbursement from grant funds as provided in this Agreement.

1.1 When requested by NORCOM prior to the submittal of a request pursuant to subsection 1.2 of this section, the City shall advise NORCOM, as soon as reasonably practical, whether goods and services are reimbursable under the grant. NORCOM shall provide the City with any information requested by the City to make such a determination.

1.2 Upon the Effective Date of this Agreement, the City and NORCOM shall designate the employees who are responsible for processing NORCOM's grant

reimbursement requests. NORCOM shall send a copy to the City of an invoice from a supplier of goods or services that in the opinion of NORCOM qualifies for reimbursement under the grant and shall request reimbursement from grant funds. The request shall identify the granting agency and contain relevant information from which the City can determine eligibility for reimbursement. NORCOM shall provide any additional information as requested by the City

1.3 City will approve or reject a properly documented invoice or request within 10 days of receipt.

1.3.a. If approved, the City shall within five business days request payment from the granting agency. Upon receipt of the funds from the granting agency, the City shall within ten business days mail by regular mail the grant funds to NORCOM. Upon the City meeting the timelines herein, the City shall not be responsible or liable for any delay in NORCOM receiving grant funds and/or resulting in late payment fees or accrued interest due on an invoice to NORCOM.

1.3.b. If, upon review of the invoice and supporting documentation the City determines that the expenditures do not meet the requirements for reimbursement under the applicable grant guidelines, the invoice and an explanation of the reason why the City will not seek reimbursement shall be returned to NORCOM for disposition.

1.4 If NORCOM is unable to meet the payment deadline for an invoice due solely to the City's failure to meet any of its deadlines of subsection 1.3 of this section without just cause, NORCOM has submitted the invoice to Bellevue within ten business days of receipt and NORCOM is unable to negotiate with the vendor for removal of the penalties, interest or late payments, then the City shall pay to NORCOM from City funds, and not from grant funds, the penalties, interest and/or late payments caused solely by City and incurred by NORCOM. Except as provided in this subsection, NORCOM shall be responsible and liable for payment to third parties for any goods or services delivered by such third parties to NORCOM.

2. Duration--Effective Date. This Agreement shall be effective upon execution by both Parties ("Effective Date"), and shall remain in effect until terminated by one or both parties, or until otherwise amended by the Parties.

3. Termination--Survival. Either party may terminate this Agreement at any time with or without cause upon ten (10) days written notice to the other party. The City's responsibility for payment of penalties and interest pursuant to Section 1.4 of this Agreement, and the indemnification of Section 4 of this Agreement, shall survive termination.

4. Indemnification.

4.1 The City agrees to defend, indemnify and hold harmless NORCOM, and its appointed and elected officers and employees, from and against any and all liability, loss, cost, damage, and expenses, including costs and attorneys' fees,

arising out of or resulting from the negligent acts, errors or omissions of the City in the performance of this Agreement, except for injuries and damages caused by the negligence of NORCOM.

4.2 NORCOM agrees to defend, indemnify and hold harmless the City, and its appointed and elected officer and employees, from and against any and all liability, loss, cost, damage, and expenses, including costs and attorneys' fees, arising out of or resulting from the negligent acts, errors, or omissions of NORCOM in the performance of this agreement except for injuries and damages caused by the negligence of the City.

5. Amendments and Modification. This Agreement may be amended or modified only upon the written agreement of the Parties exercised in the same manner as that required for the execution of the original Agreement.

6. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington. If either party deems it necessary to institute legal proceedings to enforce any right or obligation under this Agreement, the venue for such action shall be in King County, Washington.

7. No Third Party Rights. This Agreement is entered into for the benefit of the Parties, and shall confer no benefits, direct or implied, on any third persons or entities.

EXECUTED the 25th day of June 2009.

CITY OF BELLEVUE

NORCOM

By: Carl Kuhnert

By: Chris Fischer
Chris Fischer

Its: Fiscal Manager

Its: Executive Director

Approved as to Form:
Lenore White
City Attorney

Approved as to Form:
Ad Kusegama
NORCOM Attorney



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

Contract Routing Form

Current Contract Information:

Contract Title:
 NORCOM - COB Grant Administration Agreement
Contract Description:
 This agreement governs the processes between
 NORCOM and COB on three Technology grants
Total Contract Value:
This Amendment Value: N/A

Department: Police - 593
Contract Manager: Carl Krikorian
Contract Type: Memo of Understanding (MOU)
Contract Form:
 Custom contract document
Budget Expenditure:
 No Budget Impact (Explain in Additional Comments)

Vendor Information:

Is this a new vendor? No
Vendor Name: NORCOM
JDE Vendor Number: 104754
 Is this vendor an independent contractor? Yes

Tax ID #: 261506984
COB License #: 6123109
UBI #: UNKNOWN
Contractor's License #: N/A

Contract Terms:

Original Effective Date: 06/01/2009 **End Date:** 06/30/2011 **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>[Signature]</u>	<u>6/23/09</u>	<u>6/23/09</u>
Information Technology:	Not Required		
Legal:	<u>[Signature]</u>	<u>6/23</u>	<u>6/24/09</u>
Insurance Reviewed By:	<u>Joanne Nicolai</u>	<u>6/24</u>	<u>6/24/09</u>
Department Director:	<u>[Signature]</u>	<u>6/25/09</u>	<u>6/25/09</u>
Contracting Services:	<u>[Signature]</u>	<u>6/25/09</u>	<u>6/25/09</u>
Return To:	Carl Krikorian		
City Clerk's Office:	<u>Chaugen</u>	<u>06.26.09</u>	<u>06.29.09</u>
Accounting:	<u>V. Doherty</u>	<u>6/23/09</u>	<u>6/23/09</u>

910652-000

Selection Method:

Selection Method: Interlocal/MOU

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total

Additional Comments:

No budget impact; this agreement only describes the understanding between NORCOM and COB on grant administration for three of the four NORCOM technology grants.

CONTRACT REVIEW CRITERIA

Contract Title: NORCOM - COB Grant Administration ... **Vendor Name:** NORCOM

Dept. Contracting Services

- a) Does the Contract Routing/Approval Form and Contract have consistent information?
- b) Is the Contract Type and template appropriate for the services performed?
- c) Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate?
- d) Is the JDE vendor name and number accurate?
- e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified? _____
- f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
- g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- h) Has the Selection Method been explained in Additional Comments? Are results attached?
- i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached?
- j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- k) Is Attachment "A" (Scope of Work and/or Services) attached?
- l) Is Attachment "B" (Insurance Requirements) attached?
- m) Are any additional riders required? If so, which one's? _____
- n) Does Insurer have a Best rating of A- or better?
- o) Is the Contractor identified as the insured?
- p) Does the Contractor have Commercial General Liability, Business Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
- q) Are the policy expiration date(s) on the Certificate of Insurance current?
- r) Does the Contractor have a self-insured retention? Is it above \$50,000?
- s) Is the City listed as the Certificate Holder?
- t) Does the cancellation wording provide the City with 30 days notice?
- u) Is the Certificate signed?
- v) 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?
- w) Is the contract exempt from paying Prevailing Wages? If not, are current Wage Rates attached in Attachment "C"?
- x) Does the Contractor have an open account with the Washington State Department of Revenue?
- y) Are the Contractor's worker's compensation premiums current?
- z) Is the Contractor on the Federal Debarred Suspended List?
- aa) Does the vendor have an active Professional/Contractor License with the Washington State Department of Licensing?

RISK MANAGEMENT:

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- Does the Contractor's Certificate of Insurance comply with the requirements?
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City? *Yes.*
- Does the Hold Harmless clause include language referencing Title 51 releases? *No*

*No insur. required.
~~###~~ No # contract
? why*