



CONTRACT FACE SHEET

- Document Type: [X] Contract, [ ] MOU, [X] Interlocal Agreement, [ ] Notice of Acceptance, [ ] Retainage, [ ] Franchise Agreement, [ ] Right of Way Use Agreement, [ ] Lien, [ ] Correspondence, [ ] Collective Bargaining Agreement
Status: [ ] New, [X] Amendment #1, [ ] Change Order, [ ] Renewal, [ ] Cancellation

\*Vendor Name: City of Kirkland
\*JDE PO Number: 810760-001
\*Effective Date: 07/01/2008
\*Termination Date: 02/28/2010
Amendment Effective Date: 07/01/2009
\*Clerk's Receiving Number: 44572
Related Receiving Number: 43279 (08-616)
Bid/RFP/RFQ/ITQ Number: /
Ordinance Number: /
Resolution Number: /
CIP Number: /
Project Name: Colocation services and space
Site Name: /
Vendor Number: 34625
File Location: 08-616

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

IT

Face Sheet Date: 06-30-2009 C JDE C

Scan/ Index Date: 6-30-09 MT ECM



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

### Contract Routing Form

#### Current Contract Information:

<b>Contract Title:</b> Kirkland Colocation Amendment 1	<b>Department:</b> Information Technology - 558
<b>Contract Description:</b> Amendment 1 to extend contract coverage period	<b>Contract Manager:</b> Chelo Picardal
<b>Total Contract Value:</b> N/A	<b>Contract Type:</b> Other
<b>This Amendment Value:</b> N/A	<b>Contract Form:</b> Custom contract document
	<b>Budget Expenditure:</b> Revenue

#### Vendor Information:

<b>Is this a new vendor?</b> No	<b>Tax ID #:</b> n/a
<b>Vendor Name:</b> City of Kirkland	<b>COB License #:</b> n/a
<b>JDE Vendor Number:</b> 34625	<b>UBI #:</b> n/a
<b>Is this vendor an independent contractor?</b> Yes	<b>Contractor's License #:</b> n/a

#### Contract Terms:

**Original Effective Date:** 07/01/2008    **End Date:** 02/28/2010    **Subject To:** No Renewal

#### Related Contract Information:

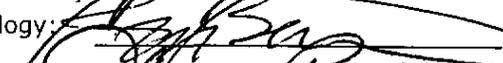
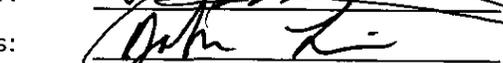
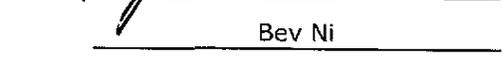
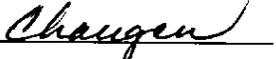
**Is this an amendment/change order/renewal?** Yes

<b>Amendment #:</b> 1	<b>Original Contract Value:</b> N/A
<b>Amendment Effective Date:</b> 7/1/2009	<b>Total value of Previous Change Orders:</b> N/A
<b>Original PO #:</b> 810760	

#### Council Approval:

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

#### Route:

	In	Out
Contracting Services: 	6/24/09	6/24/09
Information Technology: 	6/23/09	6/23/09
Legal: 	6/24/09	6/25/09
Insurance Reviewed By: 	6/24/09	6/24/09
Department Director: 	6/26/09	6/26/09
Contracting Services: 	6/26/09	6/29/09
Return To: _____	Bev Ni	_____
City Clerk's Office: _____		06.30.09

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**Budget Information:**

Line #	Description	GL Date	Account #	Subtotal	Tax	Total

**Additional Comments:**

CR# 44573 DATE 06.30.09 LOC 08.616

**Amendment One  
Colocation Agreement  
Original Purchase Order No. 810760**

The City of Bellevue and City of Kirkland having entered into a contract under City Clerk's File No. 043279, dated July 1, 2008 now, in consideration of the mutual promises herein state, agree to modification of the aforementioned contract.

The contract shall be amended to reflect an expiration date of February 28, 2010.

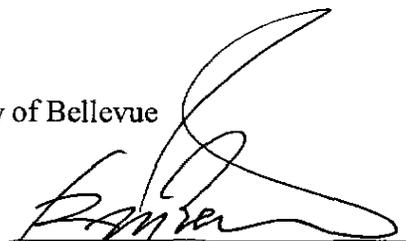
All other terms and conditions of this contract shall remain the same.

Executed this 30th day of June, 2009.

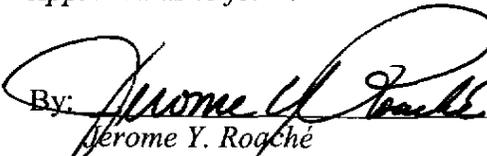
City of Kirkland

By:   
~~Brenda Cooper~~ Donna Gaw for  
Chief Information Officer

City of Bellevue

By:   
Rick Berman  
Chief Operations Officer  
Information Technology Department

Approved as to form:

By:   
Jerome Y. Roaché  
Assistant City Attorney

email or phone. In the event of unscheduled or emergency activity, Bellevue shall make every effort to minimize the impact on Customer's Equipment.

#### **7. Insurance.**

Throughout the term of this Agreement, and any subsequent renewals, Customer shall meet or exceed the Bellevue's insurance requirements. Customer's insurance information demonstrating compliance with Bellevue's requirements is provided in Attachment B, which is hereby incorporated by reference into this Agreement as if fully set forth. Customer shall also be responsible for insuring all Customer Equipment.

#### **8. Transfer.**

Customer may not assign or transfer this Agreement, in whole or in part, without the prior written consent of Bellevue.

#### **9. Indemnification.**

A. Customer shall protect, defend, indemnify, and save harmless Bellevue, its officers, agents and employees acting in their official capacity or course of employment, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Customer, its officers, employers and/or agents pursuant to this Agreement. Customer agrees that its obligations under this subparagraph extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, Customer by mutual negotiation, hereby waives, as respects Bellevue only, any immunity that would otherwise be available against such claims under the Industrial Insurance Provisions of Title 51 RCW. In the event Bellevue incurs any judgment, award and/or cost arising therefrom, including reasonable attorney's fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Customer.

B. Bellevue shall protect, defend, indemnify and save harmless Customer, its officers, employees, and agents acting in their official capacity or course of employment, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Bellevue, its officers, employees, and/or agents pursuant to this Agreement. Bellevue agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of one of its employees or agents. For this purpose, Bellevue, by mutual negotiation, hereby waives, as respects Customer only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event Customer incurs any judgment, award and/or cost arising therefrom, including reasonable attorney's fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Bellevue.

#### **10. General.**

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby.

## ATTACHMENT "B"

### INSURANCE REQUIREMENTS

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

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate,
2. Stop Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident/disease,
3. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto,
4. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

#### B. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City.

#### C. Other Provisions

Commercial General Liability policies shall be endorsed to:

1. Include the City, its officials, employees and volunteers as additional insureds,
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City,
3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days' written notice has been given to the City.

#### D. Acceptability of Insurers

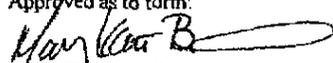
Insurance shall be placed with insurers with a rating acceptable to the City.

#### E. 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.

#### F. Subcontractors

Contractor shall require subcontractors to provide coverage which complies with the requirements stated herein.

Approved as to form:  
  
Deputy City Attorney



25-Jun-08

Cert#: 5697

P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

City of Bellevue  
Attn: Chelo Picardal, IT Department  
450 110th Avenue NE  
Bellevue, WA 98004

RE: City of Kirkland  
Data Center Colocation Agreement

### Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 123 municipal corporations in the State of Washington.

WCIA has at least \$1 million per occurrence combined single limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

WCIA is an Interlocal Agreement among municipalities and liability is completely self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an "additional insured".

Sincerely,

A handwritten signature in black ink, appearing to read "Eric B. Larson". The signature is written in a cursive style.

Eric B. Larson  
Deputy Director

cc: Kathy Joyncr  
IT Department, City of Kirkland

cletter