



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:** 910806000

***Effective Date:** 08/06/2009

***Termination Date:** 12/31/2010

Amendment Effective Date: /

***Clerk's Receiving Number:** 44885

Related Receiving Number: /

Bid/RFP/RFQ/ITQ Number: _____

Ordinance Number: _____

Resolution Number: _____

CIP Number: _____

Project Name: Telestaff Database Sharing Agreement

Site Name: _____

Vendor Number: 104754

File Location: 09.575

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

PD

Face Sheet Date: 08-27-2009 C JDE C

Index Date: 8-27-2009 MT ECM

TELESTAFF DATABASE SHARING AGREEMENT

THIS TELESTAFF DATABASE SHARING AGREEMENT ("Agreement") is made and entered as of the last date signed below ("Effective Date"), by and between The City of Bellevue ("Bellevue"), a Washington municipal corporation and North East County Regional Public Safety Communication Agency ("NORCOM"), a Washington not for Profit Corporation and instrumentality of its governments, (collectively referred to as "Parties") on the terms and conditions herein stated.

RECITALS

Whereas, NORCOM has requested a copy of Bellevue's Telestaff database (Database) for use in implementing NORCOM's TeleStaff system; and

Whereas, the data being sought concerns NORCOM employees who were COB employees at the time the data was created; and

Whereas, NORCOM employees signed releases in 2008 permitting NORCOM to have such information; and

Whereas, NORCOM wants to share the Database with PDSI, the TeleStaff vendor, so PDSI can use the data to set up NORCOM's Telestaff schedules, assignments and rules; and

Whereas, NORCOM is seeking customizations to the rule sets that Bellevue created for its Telestaff product so that PDSI can import the information into NORCOM's Telestaff system alleviating the need to create NORCOM's own rules sets; and

Whereas, Bellevue, pursuant to its contract with PDSI, owns said customization and there are no proprietary or licensing issues involved in sharing these customizations; and

Whereas, PDSI has no objection to sharing any Bellevue created Telestaff customization with NORCOM; and

Whereas, NORCOM has stated that they do not need details regarding the former Bellevue employees' leave schedules, sick leave usage and vacation usage that is currently contained in the Database (Information) and that it is willing to strip said Information from its Telestaff database if it must initially load this information into its system for purposes of obtaining the customization and rule sets associated with the Database.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Bellevue agrees to share its Database with PDSI so PDSI can import the information and data into NORCOM's Telestaff system to set up NORCOM's Telestaff schedules, assignments and rules. Bellevue agrees to cooperate with PDSI and provide in a reasonably timely manner access to said information consistent with Bellevue's competing priorities.
2. No Warranties, Representations and Disclaimers. Bellevue hereby makes no representations and warranties to NORCOM. The provision of a copy of the Database to NORCOM is on a "as

is" basis and Bellevue makes no representations or warranties regarding the merchantability or fitness of the Database or any other warranties regarding the condition, suitability or usability of the Database. NORCOM hereby releases Bellevue from any liabilities associated with the Database or data or Information associated with it.

3. NORCOM and its agents will only access or view Bellevue's data when and where necessary to accomplish the services pursuant to this Agreement. NORCOM shall strip Information from its Telestaff database if it must load said Information into its system for purposes of obtaining customization and rule sets associated with the Database. NORCOM and its agents will not share or otherwise allow access to data by any person or entity other than those approved by Bellevue without first obtaining its prior written consent.
4. Each party shall hold harmless, defend and indemnify the other party, its officials, employees, agents, consultants and volunteers from and against any and all claims, losses, damages, injuries, judgments, suits, awards, settlements, and obligations of any nature, including reasonable attorneys' fees and costs, arising out of or in any way resulting from the party's performance, default, negligent conduct or intentional misconduct associated with this Agreement, by the party, its officials, employees, agents, consultants or volunteers. In addition, NORCOM shall hold harmless, defend and indemnify Bellevue, its officials, employees, agents, consultants and volunteers from and against any and all claims, losses, damages, injuries, judgments, suits, awards, settlements, and obligations of any nature, including reasonable attorneys' fees and costs, arising out of or in any way resulting from NORCOM's possession, use or exercise of the Database or its database, excepting only those damages or losses resulting solely from Bellevue's negligence or willful misconduct. NORCOM shall not assert that Bellevue has acted negligently or engaged in willful misconduct resulting or arising from Bellevue allowing NORCOM'S possession, or use of or exercise over the Database, whether knowing or unknowing.
5. For purposes of this indemnification paragraph, each party, by mutual negotiation, specifically and expressly waives, as respects the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provision of Title 51 RCW.
6. The provisions of this indemnification paragraph shall survive the expiration or termination of this Agreement.
7. Attorneys' Fees. In any suit or action brought to enforce this Agreement, or to obtain adjudication, declaratory or otherwise, of rights hereunder or thereunder, the prevailing party shall be entitled to its reasonable attorneys' fees and its reasonable costs and expenses incurred in such action.
8. Law, Jurisdiction and Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall lie in King County, Washington.
9. Amendment and/or Modification. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, amended or modified orally, or in any manner other than by an instrument in writing signed by all of the Parties hereto.

10. 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.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of mutual execution hereof.

Bellevue

By: Brad Klingle

Its: Deputy City Mgr

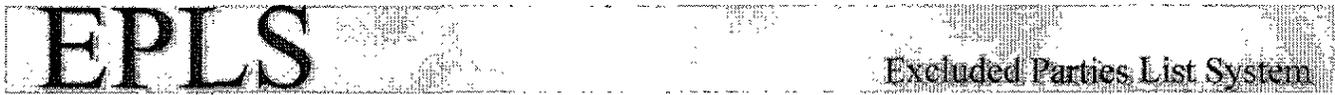
Dated: 8-6-09

NORCOM

By: Chris Fischer

Its: Exec Director

Dated: 7-31-09



**Search Results Excluded By
Exact Name : norcom
as of 17-Aug-2009 4:56 PM EDT**

Your search returned no results.

CR# 44885 Date: 08-27-09 Loc: 09-575 PO #: 910806000



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

Contract Routing Form

Current Contract Information:

Contract Title:
Telestaff Database Sharing Agreement ✓
Contract Description:
Bellevue agrees to share its Telestaff database with PDSI so that NORCOM can access it.
Total Contract Value:
This Amendment Value: N/A

Department: Police - 593
Contract Manager: Marnie Carrithers
Contract Type: Other
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: 104794
Is this vendor an independent contractor? Yes

Tax ID #:
COB License #:
UBI #: 602-715-260
Contractor's License #:

Contract Terms:

Original Effective Date: 08/06/2009 **End Date:** 12/31/2010 **Subject To:** No Renewal

not identified in agmt

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>W. Brown</u>		8/19
Information Technology:		
Legal: <u>[Signature]</u>	8/19	8/19/09
Insurance Reviewed By: <u>Joanne Nicolai</u>	8/19	8/19
Department Director: <u>See attached CMO approval</u>		8-25
Contracting Services: <u>W. Brown</u>		8-26
Return To: Carl Krikorian		
City Clerk's Office: <u>Chaugen</u>	08-26-09	08-27-09

Selection Method:

Selection Method: Interlocal/MOU

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total

Additional Comments:

No financial impact. NORCOM is using Telestaff and wants certain aspects of dispatch employees records already in the PD version. This agreement frees PDSI to release those records to NORCOM. NORCOM will only use what it requires.

CONTRACT REVIEW CRITERIA

Contract Title: Telestaff Database Sharing Agreement 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?
- NA c) Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate? ~~\$0~~
- d) Is the JDE vendor name and number accurate?
- NA e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified? non-profit
- f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)? unable to verify contract dates. Stated dates per policy
- NA g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- NA h) Has the Selection Method been explained in Additional Comments? Are results attached? ~~\$0~~
- NA 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? agmt.
- 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?
- NA w) Is the contract exempt from paying Prevailing Wages? yes 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? non-profit corp
- y) Are the Contractor's worker's compensation premiums current?
- z) Is the Contractor on the Federal Debarred Suspended List? no
- NA aa) Does the vendor have an active Professional/Contractor License with the Washington State Department of Licensing?

Risk to review insurance

RISK MANAGEMENT:

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