

CONTRACTS & AGREEMENTS

ECM INDEX DATA

INTRLOC_00 *eCITYGOV ALLIANCE*

File Location

Vendor Name

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Effect Date: 6/25/2012
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Resolution: _____
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Vendor #: 74914
Description: INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
 PO 1210361-000

ECITYGOV ALLIANCE
12/31/2099

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099
500176854

Notes:

Jul 05, 2012 FSU: M JDE: M SI: M ECM: M

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment") is hereby made and entered into this 25 day of June, 2012, by and between the City of Bellevue, a municipal corporation ("the City"), and the eCitygov Alliance ("Alliance") the two parties being collectively referred to as "the Parties" in this agreement.

RECITALS

WHEREAS, the Parties entered into an Intellectual Property User Agreement signed on July 1, 2011; and

WHEREAS, pursuant to that agreement, the Alliance manipulated the content of certain City owned intellectual property (IP) with permission, and

WHEREAS, the code of the IP was manipulated to the point where greater than 50% of the code was rewritten by the Alliance, and

WHEREAS, pursuant to that agreement if greater than 50% of the code was rewritten by the Alliance, ownership of the newly manipulated code will vest in the Alliance, and

WHEREAS, pursuant to that agreement, the City agrees to assign this newly manipulated IP (the "Assigned IP");

WHEREAS, the Alliance desires to acquire all Bellevue's right, title and interest in and to the Assigned IP; and

WHEREAS, the Alliance will be the City's successor with respect to the Assigned IP and to any intellectual property protections the Assigned IP may possess;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Effective as of the date below the Parties agree to following:

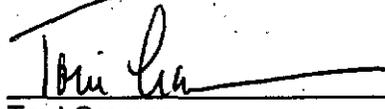
1. Bellevue transfers, conveys, assigns and delivers to Alliance all of its rights title and interest in the Assigned IP including but without limitation all intellectual property rights and moral rights, and Alliance accepts all such intellectual property rights, title and interest of Bellevue in the Assigned IP as identified in the attached SCHEDULE A.
2. Bellevue transfers, conveys, assigns and delivers to Alliance and Alliance accepts all right, title and interest of Bellevue in and to the domain names and registrations (the "Assigned Domain Names").

3. Bellevue transfers, conveys, assigns and delivers to Alliance and Alliance accepts all right, title and interest of Bellevue in and to the goodwill and all other intangible assets currently used exclusively in connection with the Assigned IP, including, without limitation, know-how, methodology and processes (the "Assigned Intangible Assets").
4. THE ASSIGNED IP IS PROVIDED "AS IS" AND THE PARTIES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE ASSIGNED IP, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MECHANABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. In no event will either party be liable for any consequential, incidental, special, indirect, exemplary or punitive damages or damages of loss profits, revenue or business, even if such party has been notified of the possibility of such damages
6. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of the Parties.
7. This Assignment shall be governed by, and construed in accordance with the laws of the State of Washington.
8. Any dispute as to the rights assigned pursuant to this Assignment shall be resolved first by submission to non-binding mediation conducted by a mutually agreed upon mediator. Each party shall bear its own cost of mediation. Should the Parties fail to resolve the matter via mediation, either party may pursue any remedy allowable under the law.
9. The parties hereto expressly reserve the right to modify this agreement. No modification or amendment of the terms of this agreement shall be effective unless in writing and signed by authorized representatives of the parties.
10. The Parties agree that this agreement is the complete expression of the terms hereto, and that any oral representations or understandings not incorporated herein are excluded.

Agreed to and executed this 25 day of June, 2012.

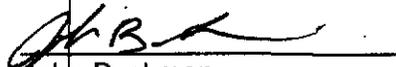
Approved by the City of Bellevue

By

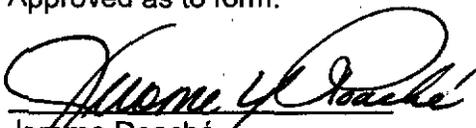

Toni Cramer
CIO-City of Bellevue

Approved by the eCityGov Alliance

By


John Backman
Executive Director

Approved as to form:


Jerome Roaché
Assistant City Attorney

Approved as to form:

Alliance Legal Counsel

SCHEDULE A

As noted in Section 1 of this agreement, the Assigned Intellectual Property covered by this agreement is as follows:

1. **Shared Procurement Portal:** A software application that lets public agencies in Washington State partner to create a regional website that will consolidate procurement services to make it easy for government and businesses to work together.
2. **GovJobsToday Portal:** A software application provides regional government job postings and online applications.



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

CR# 48928 Date: 7-5-12 PO # & Loc: 1210361-000 INTKLOC

Contract Routing Form

Current Contract Information:

Contract Title:
 Interlectual Property Assignment Agreement
Contract Description:
 COB transfers to eGov its rights, title & interest in the assigned IP
Total Contract Value: N/A
This Amendment Value: N/A

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

Maximo User: No

Vendor Information:

Is this a new vendor? No
Vendor Name: eCityGov Alliance
JDE Vendor Number: 74914
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: 06/25/2012 **End Date:** N/A

Subject To: N/A

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? No

Route:

	<u>In</u>	<u>Out</u>
Contracting Services: <u>John Li</u>	<u>6/28/12</u>	<u>6/28/12</u>
Information Technology: <u>[Signature]</u>		
Legal: <u>Nona Puskas</u>	<u>6/28/12</u>	<u>6/28/12</u>
Insurance Reviewed By: <u>Joanne Nicolai</u>	<u>6/28/12</u>	<u>6/28/12</u>
Department Director: <u>[Signature]</u>		
Contracting Services: <u>John Li</u>	<u>6/28/12</u>	<u>6/29/12</u>
Return To: <u>Bev Ni</u>		
City Clerk's Office: <u>M. Toland</u>	<u>7-5-12</u>	<u>7-5-12</u>

Selection Method:

Selection Method:

Not Applicable

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 agreement has no budget impact but assigns intellectual property to eCityGov.

CONTRACT REVIEW CRITERIA

Contract Title: Interlectual Property Assignment Agre... **Vendor Name:** eCityGov Alliance

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?
- N/A** 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?
- N/A** e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified? _____
- N/A** f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
- NO** g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- N/A** h) Has the Selection Method been explained in Additional Comments? Are results attached?
- NO** 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?
- N/A** k) Is Attachment "A" (Scope of Work and/or Services) attached?
- N/A** l) Is Attachment "B" (Insurance Requirements) attached?
- N/A** 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?
- N/A** w) Is the contract exempt from paying Prevailing Wages? If not, are current Wage Rates attached in Attachment "C"?
- N/A** x) Does the Contractor have an open account with the Washington State Department of Revenue?
- N/A** y) Are the Contractor's worker's compensation premiums current?
- N/A** z) Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing?
- N/A** aa) **Is the Vendor on the Federal Debarred Suspended List?**

N/A

No insur. required.

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? **No**
- Does the Hold Harmless clause include language referencing Title 51 releases? **No**