BELLEVUE RECORDS MANAGEMENT

CONTRACT FACE SHEET

Document Type:

- ☐ Claim
- ☐ Collective Bargaining Agmt
- ☐ Connection Charge Agmt
- ☐ Contract
- ☐ Franchise Agreement
- ☐ Grant Agmt
- ☑ Interlocal Agmt
- ☐ Latecomer Agreement
- MOU
- ☐ ROW Use Agmt
- ☐ Settlement Agmt

Relationship to Original:

- ☐ Amendment
- ☐ Cancellation
- ☐ Change Order
- ☐ Correspondence
- ☐ Initial
- ☐ Lien
- ☑ MOU
- New
- ☐ Release
- ☐ Renewal
- ☐ Retainage
- ☐ Working

***Vendor Name:** NORCOM

***JDE PO Number:** /

***Original's Effective Date:** 06·30·2009

***Amendment's Effective Date** /

***Termination Date:** 08·15·2009

***Clerk's Receiving Number:** 44633 (City Clerk's Office will enter)

Original's Receiving Number: /

Bid/RFP/RFQ/ITQ Number: /

Ordinance Number: /

Resolution Number: /

CIP Number: /

Project Description: MOU to facilitate NORCOM's timely provision of Public Safety & Emergency communication services

KC Recording Number: /

Vendor *or* Parcel Number: 104754

File Location: 09-494

- Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

DEPT: CM

Face Sheet Date 07·07·2009 ✓ JDE N/A

Scan/Index Date 7-7-09 MT ✓ ECM

CR# 44633 DATE 07-07-09 LOC 09-494

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered as of the 30th day of June, 2009 ("Effective Date"), by and between the City of Bellevue ("Bellevue"), 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 governments, on the terms and conditions herein stated.

RECITALS

A. NORCOM is an entity created in part for the purpose of providing public safety and emergency communications services, such as 911 call and dispatch services, for the benefit of its participating agencies and the public that they serve.

B. Bellevue is a participating agency of NORCOM. Prior to the formation of NORCOM, Bellevue operated its own public safety technology system and provided public safety and emergency communications services for itself and other jurisdictions that are now participating agencies of NORCOM. As part of its provision of public safety and emergency communications services, Bellevue performs certain related services and operates and uses certain assets, which services and assets are necessary for the public safety and emergency communication functions.

C. RCW 39.34.060 governs and authorizes the intergovernmental transfer of property and services by a participating agency to an entity created pursuant to the Interlocal Cooperation Act.

D. Bellevue wishes to transfer certain assets and other property and property rights to NORCOM at stated prices and under stated conditions. In addition, Bellevue wishes to provide, and NORCOM wishes to obtain, certain services performed by Bellevue personnel. As a participating agency of NORCOM, Bellevue will benefit from the transfer of said property and property rights to NORCOM, and from the provision of said services for NORCOM.

E. NORCOM and Bellevue anticipate that NORCOM will assume responsibility for the public safety technology systems and public safety and emergency communication services that Bellevue previously provided to NORCOM's participating agencies as of July 1, 2009.

F. NORCOM and Bellevue are in the process of drafting and finalizing agreements relating to the transfer of Bellevue's assets and other property and property rights to NORCOM, and relating to the performance of services by Bellevue personnel for NORCOM, which assets, property and property rights, and services, are necessary for NORCOM's provision of the public safety and emergency communication functions. NORCOM and Bellevue are unable to complete the transfer documents and service contracts prior to July 1, 2009. However, neither party desires to delay NORCOM's assumption of responsibility for public safety and emergency communication functions. Therefore, the parties desire to enter this memorandum of understanding, to facilitate NORCOM's timely provision of the public safety and emergency communication services.

G. NORCOM understands and agrees that Bellevue shall incur no liability because of NORCOM'S use or possession of any asset, property, service and/or license as a result of the execution of this MOU.

NOW, THEREFORE, the parties agree as follows:

1. Provision of Services by Bellevue.

1.1 Bellevue and NORCOM shall each work diligently to prepare and approve the documents necessary and/or appropriate to formally authorize the performance of network services and electronic radio communication services by Bellevue personnel for NORCOM ("Services") by July 1, 2009, or within a reasonable time after that date, but in no event later than August 15, 2009.

1.2 If the parties are unable to prepare and approve the documents for Services by July 1, 2009, at NORCOM's request, Bellevue personnel shall perform Services for NORCOM, and NORCOM shall reimburse Bellevue for all such requested Services, at the rates stated in the last draft of the Electronic Communication Services Service & Maintenance Agreement and the last draft of the Network Service & Maintenance Agreement that Bellevue provided to NORCOM, which draft Agreements are attached as Exhibit A.

2. Asset Use and License.

2.1 Bellevue and NORCOM shall each work diligently to prepare and approve the documents necessary or appropriate to transfer certain previously identified assets as identified in Exhibit B ("Assets") from Bellevue to NORCOM by July 1, 2009, or within a reasonable time after that date, but in no event later than August 15, 2009

2.2 If the parties are unable to prepare and approve the documents necessary to transfer the Assets by July 1, 2009, to the extent of its authority Bellevue grants NORCOM a license to use the Assets for the purpose of providing public safety and emergency communication services, from July 1, 2009 until such time as the transfer documents are approved, but no later than August 15, 2009. Bellevue shall not charge NORCOM a license fee to use these assets so long as NORCOM pays the full price for said assets as provided in Exhibit B. Bellevue makes no warranties or representations as to the right to issue any license under this subparagraph, except as provided in Exhibit B.

2.3 NORCOM understands and agrees that to the extent it uses Assets for which Bellevue had no or insufficient authority to grant a license that NORCOM bears the full risk and liability for any damages associated with said use and agrees to fully defend, indemnify and hold Bellevue harmless from said use as provided below, except as provided in Exhibit B.

3. Software Licenses and Agreements.

3.1 Bellevue and NORCOM shall each work diligently to prepare and approve the documents necessary or appropriate to formally transfer or assign software licenses, and any related software maintenance and update agreements, from Bellevue to NORCOM by July 1, 2009, or within a reasonable time after that date, but in no event later than August 15, 2009.

3.2 If the parties are unable to prepare and approve the documents necessary to transfer all software licenses, and any related software maintenance and update

possession, or use of or exercise over any Assets, whether knowing or unknowing. If either party incurs any judgment or award, and/or incurs any cost arising therefrom, including attorneys' fees to enforce the provisions of this MOU, all such fees, expenses and costs shall be recoverable from the other party.

6.2 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.

6.3 The provisions of this indemnification paragraph shall survive the expiration or termination of this MOU.

7. Amendment and/or Modification. This MOU may be amended or modified only by an instrument in writing signed by the parties to this MOU.

8. Counterparts. This MOU may be executed simultaneously in two or more counterparts, each of which shall be deemed anoriginal but all of which together shall constitute one and the same instrument. Facsimile signatures of the parties shall be acceptable for purposes of implementing this MOU, but said facsimile shall be replaced, as expeditiously as possible, with original signatures. All parties will cooperate fully and promptly in signing all documents necessary to effectuate the terms of this MOU.

THE CITY OF BELLEVUE

By: Brad Miyake

Its: Deputy City Mgr

Dated: 6/30/09

Approved As To Form:

Siona D Windsor

Siona D Windsor

NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY

By: Chris Discher

Its: Exec Director

Dated: 6-30-09

agreements, currently held by Bellevue, by July 1, 2009, to the extent of its authority, then Bellevue shall allow NORCOM to use such software licenses and agreements. Bellevue makes no warranties or representations as to the right to allow NORCOM to use such software licenses and agreements

3.3 NORCOM understands and agrees that to the extent it uses Assets for which Bellevue had no or insufficient authority to allow said use, NORCOM bears the full risk and liability for any damages associated with said use and agrees to fully defend, indemnify and hold Bellevue harmless from said use as provided below. ..

3.4 NORCOM shall make all payments and other obligations and responsibilities due to the software owner under such licenses and agreements that would otherwise be payable or owed by Bellevue, in a timely manner and in accordance with all provisions of the software licenses and agreements.

4. Additional Asset Use and License.

4.1 Bellevue and NORCOM shall work together to identify all other contractual and other property rights currently held by Bellevue and owed by third parties that are related to and necessary for NORCOM's provision of public safety and emergency communications functions ("Contractual Rights"), if any, and to prepare and approve the documents necessary to transfer or assign the Contractual Rights from Bellevue to NORCOM by July 1, 2009, or within a reasonable time after that date, but no later than August 15, 2009.

4.2 NORCOM understands and agrees that to the extent it uses Contractual Rights prior to entering into documents to transfer or assign said rights, NORCOM bears the full risk and liability for any damages associated with said use and agrees to fully defend, indemnify and hold Bellevue harmless from said use as provided below.

5. Term of MOU. This MOU shall be in effect from the Effective Date until such time as the parties approve and fully authorize all documents necessary to formally authorize the provision of Services by Bellevue to NORCOM, and to transfer or assign the Assets, software licenses and related software maintenance and update agreements, and Contractual Rights to NORCOM, but in no event later than August 15, 2009.

6. Indemnification and Hold Harmless.

6.1 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, arising out of or in any way resulting from the party's performance, default, negligent conduct or intentional misconduct associated with this MOU, 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, arising out of or in any way resulting from NORCOM's possession, use or exercise of the Assets, the software licenses and related software maintenance and update agreements, and Contractual Rights and Services, 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

EXHIBIT A

ELECTRONIC COMMUNICATION SERVICES
SERVICE & MAINTENANCE AGREEMENT

THIS AGREEMENT is effective July 1, 2009 through December 31, 2010 between the City of Bellevue (Bellevue) and the North East King County Regional Public Safety Communications Agency (NORCOM), a consolidated public safety communications agency organized as a non-profit corporation under the laws of the State of Washington. This Agreement is intended to govern the terms and conditions for Bellevue maintaining and repairing NORCOM facilities and equipment as more fully described below.

A. Annual Maintenance Service Agreement

1. Contract Amount: Bellevue through its Electronic Communications Services (ECS) shall provide dispatch center and ancillary equipment preventative and restorative maintenance service to the equipment listed in Attachment A. .

2. Services under the Annual Maintenance Services shall be billed on a time and materials basis. The hourly shop rate for 2009 shall be $125.00 per hour for services during normal business hours. The 2010 annual contract rate for Annual Maintenance Services shall be increased using the annual percentage increase in the Consumer Price Index for all Urban Consumers in the Seattle Everett Area (CPI) as of the immediately previous February of each year or 2%, whichever is greater. Time is calculated from time dispatched to time returned. Non business hour call outs, emergencies, and overtime costs City of Bellevue incurs will be calculated by multiplying the shop rate by a factor of 1.5. The part(s) costs will be directly billed to NORCOM or if purchased through ECS, will be invoiced to NORCOM on a monthly basis plus 15% overhead. Bellevue may add a fuel surcharge at any time during the term of this Agreement based on fuel costs per Attachment C. Bellevue shall notify NORCOM prior to changing the surcharge rate.

2. Payment Terms: Time and Materials Services payment shall be due within thirty (30) days of the date of the invoice. If any sum due from NORCOM shall not be received by Bellevue within five (5) days after such amount shall be due, NORCOM shall pay Bellevue a late charge equal to the WSJ Prime Rate plus three percent (3%) of such overdue amount. Any invoice for work done on time and material basis shall include date, location, problem, description, and requestor of service and list of parts replaced and time spent on maintenance and repair. NORCOM shall notify Bellevue of any disputed amount within ten (10) days of receipt of the applicable invoice. Bellevue will delay imposition of the interest penalties until the parties have resolved the disputed invoice. Unless otherwise agreed to by the parties, if the parties are unable to resolve a dispute within sixty (60 days of provision of notice, the dispute will be submitted to mediation, in accordance with this Agreement as to the disputed

invoice only. Bellevue will not delay or suspend performance pending resolution of any disputed amount.

3. Equipment Maintenance, Repair and Restorative Services:

   a. ECS Responsibilities:

      1) Normal maintenance and repair services shall be performed during ECS business hours. Repairs shall be made as soon as possible based on existing work priorities. In all cases, repair work shall take priority over routine maintenance activities. ECS shall notify NORCOM of the estimated time to repair once the nature of the problem being reported is identified.

      2) After hours services are understood to be either scheduled services or Emergencies, and not normal maintenance, and shall be specifically requested by a NORCOM authorized representative. An Emergency shall be defined as an equipment failure that directly impacts NORCOM's ability to dispatch Police and Fire. When contacted due to an Emergency, an ECS technician will provide a verbal response within 30 minutes of notification, and if needed, be at work within two hours.

      3) Service work shall include labor and incidental parts and shop supplies. Repair assemblies, major parts and other items not included within incidental parts or shop supplies shall be handled either under manufacturers' warranty, returned to the manufacturer for repair, repaired locally, returned to NORCOM, replaced , or discarded based on specific instruction from NORCOM on a per item basis. The third party cost of any repair work or parts provided by ECS for which NORCOM shall incur a charge shall be approved by NORCOM in writing prior to ECS incurring any cost. ECS may apply their standard administrative fees of 15% to the parts or third party repair costs to cover handling. Any work for which NORCOM shall pay for services or parts shall be authorized in writing by NORCOM prior to ECS incurring the cost or providing the service unless an emergency situation exists necessitating incurring said cost or providing said service and the circumstances make it impractical to obtain said authorization. Authorization shall be obtained as soon thereafter as reasonably practical and NORCOM shall not unreasonably deny said authorization.

      4) ECS shall maintain the equipment to the manufacturer's specifications or industry standard specification. Warranty recovery will be the responsibility of NORCOM.

      5) NORCOM shall have the right to request an immediate suspension of maintenance activities during times when an emergency public safety

response condition exists. ECS shall have the right to immediately suspend maintenance activities during any public safety response condition that may exist within a service area.

6) A Preventative Maintenance Schedule based on manufacturer and industry standards shall be provided by ECS.

b. NORCOM Responsibilities

1) NORCOM shall provide ECS with a contact list of people authorized to request service and expenditures on NORCOM's behalf.

2) NORCOM shall notify ECS as soon as possible of conditions requiring a maintenance response from ECS and shall cooperate in their repair.

3) NORCOM shall provide timely technical support for any interfaces or equipment it is responsible for if needed to assist ECS in their maintenance activities.

4) NORCOM shall provide the computers used by the Motorola Centracom Gold Elite consoles. The computers will meet or exceed the current minimum hardware and O/S requirements as published by Motorola.

5) NORCOM shall provide training and any specialty tools and equipment to ECS for maintenance of the NORCOM sites.

6) NORCOM shall meet with the Fleet and Communications Manager once a year to update the asset management replacement program and discuss any additions or changes to the capital equipment. The asset management of the equipment including replacement reserves will be NORCOM's responsibility.

7) NORCOM shall notify the on call Technician of any after hours request from a Bellevue employee requiring ECS services. This notification shall be provided at no cost to Bellevue.

8) NORCOM shall provide access to ECS Technicians and provide access codes and keys to any facilities that are covered under this contract.

B. Time & Materials Service Agreement:

1. Contract Amount: At NORCOM's written request, Bellevue shall provide maintenance, repair and restorative services to equipment, not covered under the annual maintenance service agreement, on a time and materials basis to the

equipment listed in Attachment B. The hourly shop rate for 2009 shall be $125.00 per hour for services during normal business hours. The 2010 annual contract rate for equipment and restorative maintenance services shall be increased using the annual percentage increase in the Consumer Price Index for all Urban Consumers in the Seattle Everett Area (CPI) as of the immediately previous February of each year or 2%, whichever is greater. Time is calculated from time dispatched to time returned. Non business hour call outs, emergencies, and overtime costs City of Bellevue incurs will be calculated by multiplying the shop rate by a factor of 1.5. The part(s) costs will be directly billed to NORCOM or if purchased through ECS, will be invoiced to NORCOM on a monthly basis plus 15% overhead. Bellevue may add a fuel surcharge at any time during the term of this Agreement based on fuel costs per Attachment C. Bellevue shall notify NORCOM prior to changing the surcharge rate.

2. Payment Terms: Time and Materials Services payment shall be due within thirty (30) days of the date of the invoice. If any sum due from NORCOM shall not be received by Bellevue within five (5) days after such amount shall be due, NORCOM shall pay Bellevue a late charge equal to the WSJ Prime Rate plus three percent (3%) of such overdue amount. Any invoice for work done on time and material basis shall include date, location, problem, description, and requestor of service and list of parts replaced and time spent on repair. NORCOM shall notify Bellevue of any disputed amount within ten (10) days of receipt of the applicable invoice. Bellevue will delay imposition of the interest penalties until the parties have resolved the disputed invoice. Unless otherwise agreed to by the parties, if the parties are unable to resolve a dispute within sixty (60 days of provision of notice, the dispute will be submitted to mediation, in accordance with this Agreement as to the disputed invoice only. Bellevue will not delay or suspend performance pending resolution of any disputed amount.

3. Service, Maintenance and Repair of Equipment on Time & Materials Basis:
   To date, Bellevue and NORCOM have identified the following systems or equipment listed in Attachment B that shall be subject to a time and materials services agreement. This list is nonexclusive and by written agreement of the parties acknowledging work is to be done on a time and materials basis, other services and equipment not covered by the Annual Maintenance Service Agreement shall be subject to the Time and Materials Service Agreement.

   Preventative Maintenance Schedule:
   a. Locution System ;
      Semiannually- all field equipment in Fire Stations
   b. Digital Alpha Paging System ;
      Semiannually- all Remote radio paging sites
   c. Legacy Paging System ;
      Annually- unless Co-located with Alpha site

Repair & Maintenance:

a. Locution fire alerting system.
b. Alpha paging system
c. Legacy paging system.
d. Support antenna sites within the control of NORCOM.
e. Antennas and transmission lines.
f. Equipment listed in Attachment B.

C. General Contract Provisions

1. Termination:

   a. At Bellevue's election and upon 30 days written notice, upon NORCOM'S failure to pay any undisputed fee or charge within 30 days of the billing date, which is the date of the invoice;

   b. Either party shall have the right to terminate this Agreement where:

      1) a party is in material breach of any term of this Agreement;
      2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail return receipt requested, describing with reasonable specificity the basis for the termination; and
      3) the breaching party has failed to cure the breach within ninety (90) days after receiving notification from the other party, unless the parties agree in writing to a longer cure period; provided that where the existence of a breach is in dispute, such dispute shall be subject to Paragraph 6 below, and the Agreement may not be terminated pursuant to this section until conclusion of the dispute resolution process as described in Paragraph 5. Upon conclusion of the dispute resolution process, this Agreement may be terminated without any additional notice or opportunity to cure. This section does not apply to C.1.a.

   c. Rights Upon Termination. Upon termination, Bellevue shall be entitled to just and equitable compensation at the applicable rate set forth in this Agreement for any satisfactory work completed prior to the date of termination.

2. Contract Renewal: Either party shall give the other party six months notice of its intent not to renew the contract. The parties may renew for two additional annual periods thereafter under the terms and conditions set forth in an amendment executed by the parties at least 60 days prior to the Agreement's termination date.

3. Contract Modification: No change, alteration, modification or addition to this Agreement will be effective unless it is in writing and properly signed by the parties hereto. Periodic adjustments to the cost of service shall be considered a modification or addition to this Agreement and must be in writing, properly signed by the parties and appended to this Agreement. If the parties cannot agree to the cost of services in successive years, the contract shall be terminated at the end of the current service year.

4. Indemnity:

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

5. Dispute Resolution:

   The parties desire, if possible, to resolve disputes, controversies and claims ("Disputes") arising out of this Agreement without litigation. To that end at the written request of a party, each party shall appoint a knowledgeable, responsible management representative to meet and negotiate in good faith to resolve any Dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The discussions shall be left to the discretion of the representatives. If negotiations do not resolve the Dispute within

sixty (60) days, the Dispute shall be submitted to the parties' respective legal departments for non-binding mediation by a mediator mutually acceptable to the parties, or in the absence of such agreement within five (5) days following a party indicating that it wishes to have a Dispute mediated, then with Judicial Dispute Resolution, LLC or a similar type of group. Such mediation shall be conducted pursuant to the rules and procedures of mediation promulgated by the American Arbitration Association. Each party shall bear its own cost of these dispute resolution procedures. The parties shall equally share the fees of the mediation and the mediator. Notwithstanding the foregoing, either party shall be entitled to commence legal proceedings seeking such preliminary, interim or conservatory measures, including mandatory, declaratory or injunctive relief as may be necessary to define or protect the rights and enforce the obligations contained herein pending the final settlement or adjudication of a Dispute. In the event any form of litigation is instituted, the substantially prevailing party shall be entitled to attorneys' fees.

6. Force Majeure/Excusable Delay:

   Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from unforeseen circumstances or occurrences beyond the non-performing party's reasonable control, including but not limited to delay of carriers, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, acts of God, war, riot or insurrection, embargoes, acts of government, civil or military authorities, catastrophe, fire, floods, strikes, shortages of transportation, facilities, fuel, energy, labor or material acts of a public enemy. In the event of such delay, delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay. Bellevue shall notify NORCOM of the occurrence of an event or circumstance described in this provision promptly upon receiving actual notice of such event or circumstance.

7. Governing Law; Forum. The Agreement will be governed by the laws of Washington and its choice of law rules. The Parties irrevocably consent to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.

8. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Bellevue and NORCOM agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

9. Nonwaiver. Any failure by either party to enforce strict performance of any provision of the Agreement will not constitute a waiver of that party's right to subsequently enforce such provision or any other provision of the Agreement.

10.. Notices. All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth below.

11. Legal Fees. In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.

12. 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 hereto cause this Agreement to be executed on the day and year hereinafter written.

City of Bellevue:	NORCOM:
_____	_____
By: _____	By: _____
Dated: _____	Dated: _____
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____
Dated: _____	Dated: _____

ATTACHMENT A

This list covers the equipment by location, generic category and sub assemblies. All directly connected ancillary equipment and associated cabling are also covered.

DISPATCH:

1. Dispatch Positions NORCOM
   a. Motorola Centracom Gold Elite Console CIE
   b. Computer settings and software installation and configuration for Centracom Gold Elite Consoles
   c. Motorola Speakers
   d. Headset Jacks
   e. Motorola XTL2500 Control Station
   f. Zetron 3022 Instant Recall Recorder
   g. Clipper Twin Switch Foot Pedal
   h. T-1 Premisys IMACS/800 Channel Banks that connect outside Agencies

2. Dispatch Positions – Outside Dispatch Agencies
   a. Motorola Centracom Gold Elite Console CIE
   b. Computer settings and software installation and configuration for Centracom Gold Elite Consoles
   c. Headset Jacks
   d. Clipper Twin Switch Foot Pedal
   e. T-1 Premisys IMACS/800 Channel Banks that connect outside Agencies

3. Call Receiver Positions NORCOM
   a. Zetron 3022 Instant Recall Recorder

4. Other Equipment
   a. SAGE EAS ENDC

EQUIPMENT ROOM (MEC02):

1. Audio Logging System
   a. Motorola Spectra Radios
   b. RX Audio Panel
   c. RX Audio Monitor Panel
   d. RX Radio Power Supply
   e. Transtector Surge Suppressor
   f. RX Radio Breaker Panel
   g. RF amplifier
   h. RF MUX Celwave
   i. RF MUX dbSpectra

ATTACHMENT A (Continued)

2. Central Electronics Banks CEB's 6,7,8,13 & 19:
   a. Card Cages
   b. Power supplies
   c. AMI Cards
   d. BIM Cards
   e. COIM Cards
   f. ROCI Cards
   g. 16 I/O Cards
   h. Aux I/O Cards
   i. RS232 Data Cards
   j. Remote Console Port Manager
   k. Programming Card Cage

3. Fire Paging – Legacy system
   a. Three Zetron Model 25 Encoders
   b. Vega Base Station Interface Controls. Two systems
   c. Tellabs 9001 Relay Cards and Shelf
   d. Spectratac Comparator for 154.190
   e. Spectratac Comparator Spare
   f. Power Supplies 12VDC

4. EAS alerting system
   a. Sage EAS ENDC
   b. Two Bogan receivers.
   c. Three Midland radios
   d. Astron Power supply

5. Other Miscellaneous Equipment
   a. HP Procurve Switch
   b. Remote Console Port Manager
   c. Two Premisys IMACS/800 Channel Banks – Horizon & Norway
   d. T-1 Premisys IMACS/800 Channel Banks that connect outside Agencies
   e. Various Surge Suppressors supporting NORCOM Equipment.
   f. Three Astro Spectra control stations

ATTACHMENT B

Locution Fire Alerting System

Locution Equipment in Zone One Fire Stations

Digital Alpha Paging System Site Equipment

1. Horizon Heights
2. Norway Hill
3. Bellevue City Hall
4. Harborview Hosp.
5. Squak Mt.
6. Rattlesnake
7. Ring Hill
8. Crista

Legacy Paging Transmitters/Receivers

1. Horizon Heights
2. Woodridge
3. Norway Hill
4. Pine Lake
5. Squak Mt.
6. Rattlesnake
7. Snoqualmie Pass
8. Sobieski Mt.
9. Duvall

Horizon Radio Site Equipment

Norway Radio Site Equipment

Woodridge Radio Site Equipment

ATTACHMENT C

FUEL SURCHARGE

Location	Address	Miles One Way	Round Trip	A Under $2.00	B <$2.00	C <$3.00	D <$4.00	E <$5.00	F <$6.00
Station 11	8450 161st Ave NE, Redmond	4.5	9	N/C	$1.00	$2.00	$3.00	$4.00	$5.00
Station 12	4211 148th Ave NE, Redmond	1.5	3	N/C	$1.00	$2.00	$3.00	$4.00	$5.00
Station 13	8701 208th Ave NE, Redmond	7.5	15	N/C	$1.50	$2.50	$3.50	$4.50	$5.50
Station 14	5021 264th Ave NE, Redmond	11.25	22.5	N/C	$2.00	$3.00	$4.00	$5.00	$6.00
Station 15	4200 228th Ave NE, Redmond	8.25	16.5	N/C	$1.50	$2.50	$3.50	$4.50	$5.50
Station 16	6502 185th Ave NE, Redmond	5.25	10.5	N/C	$1.00	$2.00	$3.00	$4.00	$5.00
Station 18	22710 NE Aldercrest Dr, Redmond	8.5	17	N/C	$2.00	$3.00	$4.00	$5.00	$6.00
Medic 23	12040 NE 128th St, Kirkland	7.75	15.5	N/C	$1.50	$2.50	$3.50	$4.50	$5.50
Station 21	9816 Forbes Creek Dr, Kirkland	7	14	N/C	$1.00	$2.00	$3.00	$4.00	$5.00
Station 22	6602 108th Ave NE, Kirkland	4.75	9.5	N/C	$1.00	$2.00	$3.00	$4.00	$5.00
Station 24	8411 NE 141st St, Bothell	10.75	21.5	N/C	$2.00	$3.00	$4.00	$5.00	$6.00
Station 25	12033 76th Pl NE, Kirkland	9.75	19.5	N/C	$2.00	$3.00	$4.00	$5.00	$6.00
Station 26	9930 124th Ave NE, Kirkland	5.75	11.5	N/C	$1.00	$2.00	$3.00	$4.00	$5.00
Station 27	11210 NE 132nd St, Kirkland	9.5	19	N/C	$2.00	$3.00	$4.00	$5.00	$6.00
Station 31	17718 Woodinville-Snohomish Rd, Woodinvil	13.5	27	N/C	$2.50	$3.50	$4.50	$5.50	$6.50
Station 33	19401 NE 133rd St, Woodinville	8.25	16.5	N/C	$1.50	$2.50	$3.50	$4.50	$5.50
Station 34	12703 NE 144th St, Kirkland	11	22	N/C	$2.00	$3.00	$4.00	$5.00	$6.00
Station 35	17825 Avondale Rd NE, Woodinville	10.5	21	N/C	$2.00	$3.00	$4.00	$5.00	$6.00
Station 42	10726 Beardslee Blvd, Bothell	12.5	25	N/C	$2.00	$3.00	$4.00	$5.00	$6.00
Station 44	330 228th St SW, Bothell	15.5	31	N/C	$3.00	$4.00	$5.00	$6.00	$7.00
Station 45	1608 217th Pl SE, Bothell	14.75	29.5	N/C	$3.00	$4.00	$5.00	$6.00	$7.00
Station 51	18030 73rd Ave NE, Kenmore	15.5	31	N/C	$3.00	$4.00	$5.00	$6.00	$7.00
Station 57	17020 Brookside Blvd NE, Lake Forest Park	17.5	35	N/C	$3.00	$4.00	$5.00	$6.00	$7.00
Station 61	17525 Aurora Ave N, Shorline	18	36	N/C	$3.50	$4.50	$5.50	$6.50	$7.50
Station 63	1410 NE 180th St, Shorline	18.25	36.5	N/C	$3.50	$4.50	$5.50	$6.50	$7.50
Station 64	719 N 185th St, Shorline	18.75	37.5	N/C	$3.50	$4.50	$5.50	$6.50	$7.50
Station 65	145 NE 155th St, Shorline	16.5	33	N/C	$3.00	$4.00	$5.00	$6.00	$7.00
Station 66	15600 1st Ave NE, Duvall	14	28	N/C	$2.50	$3.50	$4.50	$5.50	$6.50
Station 67	29229 NE Big Rock Rd, Duvall	15.25	30.5	N/C	$3.50	$4.50	$5.50	$6.50	$7.50
Station 68	18005 Mountain View Rd NE, Duvall	19.5	39	N/C	$4.00	$5.00	$6.00	$7.00	$8.00
Station 69	10801 313th Ave NE, Carnation	16	32	N/C	$3.50	$4.50	$5.50	$6.50	$7.50
Station 71	190 East Sunset Way, Issaquah	10	20	N/C	$2.00	$3.00	$4.00	$5.00	$6.00
Station 72	1770 NW Maple St, Issaquah	8.25	16.5	N/C	$2.00	$3.00	$4.00	$5.00	$6.00
Station 73	1280 Park Dr NE, Issaquah	11.5	23	N/C	$2.00	$3.00	$4.00	$5.00	$6.00
Station 74	8641 Preston-Fall City Rd SE, Preston	15.25	30.5	N/C	$3.00	$4.00	$5.00	$6.00	$7.00
Station 75	4225 180th Ave SE, Bellevue	5.5	11	N/C	$1.00	$2.00	$3.00	$4.00	$5.00
Station 76	15132 Tiger Mountain Rd SE, Issaquah	16.25	32.5	N/C	$3.00	$4.00	$5.00	$6.00	$7.00
Station 78	16135 SE 113th Pl, Renton	11.25	22.5	N/C	$2.00	$3.00	$4.00	$5.00	$6.00
Station 79	20505 SE 153nd St, Renton	15.75	31.5	N/C	$3.50	$4.50	$5.50	$6.50	$7.50
Station 81	2030 212th SE, Sammamish	10.5	21	N/C	$2.00	$3.00	$4.00	$5.00	$6.00
Station 82	1851 228th Ave NE, Sammamish	9.5	19	N/C	$2.00	$3.00	$4.00	$5.00	$6.00
Station 83	3425 Issaquah -Pine Lake Rd SE, Sammamis	12	24	N/C	$2.00	$3.00	$4.00	$5.00	$6.00
Station 85	3600 Tolt Ave NE, Carnation	15.5	31	N/C	$3.00	$4.00	$5.00	$6.00	$7.00
Station 86	10640 East Lake Joy Dr NE, Carnation	20.5	41	N/C	$4.00	$5.00	$6.00	$7.00	$8.00
Station 87	112 West 2nd NE, North Bend	23.5	47	N/C	$4.50	$5.50	$6.50	$7.50	$8.50

ATTACHMENT C (Continued)

FUEL SURCHARGE

Location	Address	Miles One Way	Round Trip	A Under $2.00	B <$2.00	C <$3.00	D <$4.00	E <$5.00	F <$6.00
Station 88	43204 SE 172nd St, North Bend	27.5	55	N/C	$5.50	$6.50	$7.50	$8.50	$9.50
Station 91	3030 78th Ave SE, Mercer Island	8	16	N/C	$1.50	$2.50	$3.50	$4.50	$5.50
Station 92	8473 68th Ave SE, Mercer Island	10	20	N/C	$2.00	$3.00	$4.00	$5.00	$6.00
Station 271	4301 334th Pl SE, Fall City	18	36	N/C	$3.00	$4.00	$5.00	$6.00	$7.00
Station 281	37600 SE Snoqualmie Pkwy, Snoqualmie	20.75	41.5	N/C	$4.00	$5.00	$6.00	$7.00	$8.00
Station 291	69802 SE Snoqualmie Pass Summit Dr,	47.5	95	N/C	$9.50	$10.50	$11.50	$12.50	$13.50
Station 295	107 Old Cascade Hwy, Skykomish	56.25	112.5	N/C	$11.50	$12.50	$13.50	$14.50	$15.50
	RADIO SITES			N/C		$1.00	$2.00	$3.00	$4.00
Horizon		9.25	18.5	N/C	$1.50	$2.50	$3.50	$4.50	$5.50
Norway		13	26	N/C	$2.50	$3.50	$4.50	$5.50	$6.50
Squak		16.5	33	N/C	$3.00	$4.00	$5.00	$6.00	$7.00
Rattlesnake		28.75	57.5	N/C	$6.00	$7.00	$8.00	$9.00	$10.00
Sno Pass		48	96	N/C	$9.50	$10.50	$11.50	$12.50	$13.50
Sobeski		76.75	153.5	N/C	$15.50	$16.50	$17.50	$18.50	$19.50
Pine Lake		11.5	23	N/C	$2.00	$3.00	$4.00	$5.00	$6.00
Duvall		14.75	29.5	N/C	$3.00	$4.00	$5.00	$6.00	$7.00
Ring Hill		13	26	N/C	$2.50	$3.50	$4.50	$5.50	$6.50
Crista		20	40	N/C	$3.50	$4.50	$5.50	$6.50	$7.50
Harborview		13.25	26.5	N/C	$2.50	$3.50	$4.50	$5.50	$6.50

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Change Control Summary

City of Bellevue and NORCOM
NETWORK SERVICE & MAINTENANCE AGREEMENT

Revision: April 30, 2009 prepared by Mark B. Nelson, NORCOM
Document Name: NORCOM Network Services Maintenance Agreement MBN Rev 090430.docx
Based on: NORCOM Network Services Maintenance Agreement 033009.docx
Prepared by: Chelo Picardal, City of Bellevue
Significant Changes:
1. Accepted all revisions in Picardal's document.
2. Other revisions are shown.

Revision: May 22, 2009 prepared by Chelo Picardal, City of Bellevue
Document Name: NORCOM Network Services Maintenance Agreement Final.docx
Based on: NORCOM Network Services Maintenance Agreement 033009.docx
Prepared by: Chelo Picardal, City of Bellevue
Significant Changes:
1. Accepted most revisions in Nelson's previous version. Except for following:
2. Letter of Self-Insurance included in lieu of Bellevue insurance language proposed by NORCOM.
3. Changed contact info from Toni Cramer to Chelo Picardal in section 5.0 - C Notification of Change

Revision: May 27, 2009 prepared by Chelo Picardal, City of Bellevue
Document Name: NORCOM Network Services Maintenance Agreement Final.docx
Based on: NORCOM Network Services Maintenance Agreement Final.docx
Prepared by: Chelo Picardal, City of Bellevue
Significant Changes:
1. Added additional services for backups, anti-virus, files services and Crystal Enterprise

Revision: June 15, 2009 prepared by Chelo Picardal, City of Bellevue
Document Name: NORCOM Network Services Maintenance Agreement Final 061509.docx
Based on: NORCOM Network Services Maintenance Agreement Final.docx
Prepared by: Chelo Picardal, City of Bellevue
Significant Changes:
1. Added more services for database administration and server support.

NETWORK SERVICE & MAINTENANCE AGREEMENT

THIS AGREEMENT is between the City of Bellevue (Bellevue), a Washington municipal corporation, and the North East King County Regional Public Safety Communications Agency (NORCOM), a Washington not for profit corporation and instrumentality of its member governments. This Agreement is intended to govern the terms and conditions for network services and data center colocation provided by Bellevue as a contractor to NORCOM, as more fully described below, pursuant to the Lease between Bellevue and NORCOM for the Premises located on the 7th floor of Bellevue City Hall at 450 110th Ave NE, Bellevue (Lease).

WHEREAS, pursuant to the Lease, NORCOM has leased the Premises from Bellevue for seven (7) years, during which it will operate its public safety communications services; and

WHEREAS, because the Premises are located in the Building (Bellevue City Hall), and because the public safety communications systems of the Building were designed and implemented by Bellevue to be an integrated part of Bellevue's technology infrastructure and not as a separate stand-alone public safety infrastructure that could be easily and quickly disconnected from Bellevue and transferred to NORCOM, it is in the parties' mutual interest for Bellevue's Information Technology Department (Bellevue IT) to contract with NORCOM to provide certain data center colocation services and certain network services for the existing Eastside Communications Public Safety systems served by Bellevue's network until NORCOM can replace and decommission such systems;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

A. Definitions

The terms used in this Agreement that are not specifically defined herein shall have the meanings defined in the Lease. **"Co-location Space"** shall mean the shared and secured physical space that the NORCOM Equipment occupies in the 7th floor data center of the Building, which is known as MEC-02 and is shown on Exhibit B of the Lease.

"Data" shall mean all information, graphics, email, files, or any other objects, existing now or in the future that can be transmitted to, through, or from the Equipment.

"Equipment" shall mean all NORCOM owned and maintained powered servers, non-powered servers, switches, printers and related equipment required by NORCOM for its operation that will reside in the Collocation Space under this Agreement.

"Equipment Rack" shall mean an industry- standard two or four post open rack or enclosed cabinet on which is placed electronic equipment, servers, switches, routers, radios, patch panels and other electronic equipment required for the operation of an emergency communications center. Equipment Racks also are referred to as server cabinets and 19-inch racks.

"Lease" shall mean the lease agreement between Bellevue and NORCOM for the Premises occupied by NORCOM on the 7th floor of the Building (Bellevue City Hall).

"Trouble Ticket" shall mean the recording by Bellevue Information Technology (IT) of a request for service from NORCOM to Bellevue IT and available in real-time to both Bellevue IT and NORCOM. The purpose of a Trouble Ticket is to document the time of preparation of the Trouble Ticket, to state the resolution of the request and to set forth detailed information concerning the activities taken by Bellevue to restore service and mitigate recurrence of the fault.

"Unscheduled or Emergency Maintenance" shall mean all repairs, upgrades, maintenance, or tests that are not scheduled or that are not preceded by notification to NORCOM .

B. Network Service and Maintenance

1.0 Service Amount: Bellevue, acting by and through Bellevue IT, shall provide network and data center colocation services as detailed in Attachment A to this Agreement for a quarterly (three-month) fee of $77,241, which fee shall be effective for 2009.The quarterly fee shall be increased each year on July 1 by a percentage equal to the annual increase in the Consumer Price Index for All Urban Consumers in the Seattle-Everett Area (CPI) as of the immediately previous February . The parties may add, modify or delete services, with agreed adjusted service costs prorated to the nearest month. Adjustments to costs and services will be reflected in the quarterly invoices.

2.0 Payment Terms: Quarterly payments shall be due within 30 days from the date of an undisputed invoice received by NORCOM. Interest shall accrue on the amount of an undisputed invoice at the rate of one percent (1%) per month or the highest rate permitted by law, whichever is lower. NORCOM shall notify

Bellevue of any disputed amount within ten (10) days of receipt of an invoice. Unless otherwise agreed to by the parties, if the parties are unable to resolve a dispute within sixty (60) days of of NORCOM's receipt of an invoice, the dispute shall be submitted to mediation, in accordance with Section C.6. of this agreement, as to the disputed invoice only. Bellevue will not delay or suspend performance pending resolution of any disputed amount.

3.0 Term of Agreement: The parties agree to a seven (7) year contractual term of service ("Term") commencing on July 1, 2009 (, and ending June 30, 2016. This Agreement shall be effective on the date it is executed by the second party to this Agreement.

4.0 Network Services:

The purpose of network services is to maintain and operate the existing Eastside Communications Center's Public Safety systems in Bellevue's network until NORCOM establishes its network and implements its public safety systems. When NORCOM establishes its network and systems, the remaining service provided by Bellevue will be data center colocation (Section B.5.)

4.1. Service provided by Bellevue, acting by and through Bellevue IT, to NORCOM:

Service	Description	Services Provided by Bellevue
Network	▪ Operate and maintain network infrastructure. ▪ Monitor all network components (e.g., routers, switches, firewalls, and connections to external organizations, such as King County and Washington State) ▪ Troubleshoot and resolve infrastructure-related issues ▪ Provide internet access and connectivity to external organizationsfor workstations and servers ▪ Provide consulting for tenant improvement projects ▪ Provide anti-virus services	▪ 24 hours per day, 365 days per year. ▪ Scheduled Weekly Maintenance for most systems on agreed-upon timeframe. ▪ Critical maintenance will be scheduled based on urgency and coordinated in advance with NORCOM

Service	Description	Services Provided by Bellevue
	for NORCOM servers. ▪ Notify NORCOM of any security incidents or service disruptions that impact NORCOM applications and services	
Remote Access	▪ Provide secure virtual private network (VPN) access for Bellevue, NORCOM and approved vendors based on demonstrated need ▪ Provide secure remote access (currently via Citrix Systems technology) for Bellevue and NORCOM to access NORCOM applications attached to or integrated with Bellevue's network	▪ 24 hours per day 365 days per year. ▪ Scheduled Weekly Maintenance Wednesday evening 7-9pm PT with prior notification to NORCOM not later than the prior Thursday at Noon indicating systems that will be maintained, and the exact maintenance process.
Server Support * Application support for existing public safety applications is not included in this service.	▪ Routine security patching for existing public safety servers transferring from Bellevue to NORCOM ▪ Monitoring of services and hardware components of each server ▪ Liaison with vendors for application and operating sysstem compatibility issues ▪ Support hardware and operating system upgrades ▪ Provide information for replacement servers, including recommended configuration, server sizing needs and security architecture	▪ 24 hours per day 365 days per year. ▪ Scheduled Weekly Maintenance Wednesday evening 7-9pm PT with prior notification to NORCOM not later than the prior Thursday at Noon indicating systems that will be maintained, and the exact maintenance process.
Database	▪ Perform day-to-day	▪ M-F, 7am-5pm support,

Service	Description	Services Provided by Bellevue
Administration Services *DBA Services for new projects, system implementations and major upgrades to be done on a time and materials basis.	maintenance of existing production and test databases transferring from Bellevue to NORCOM ▪ Perform database tuning and optimization of existing databases ▪ Perform technical troubleshooting and incident escalation as needed ▪ Liaison with database vendors ▪ Maintain system documentation ▪ Maintain disaster recovery plan for databases	not including City-observed holidays ▪ Scheduled Weekly Maintenance Wednesday evening 7-9pm PT with prior notification to NORCOM not later than the prior Thursday at Noon indicating systems that will be maintained, and the exact maintenance process. ▪ After-hours support available on a best-effort basis.
File, Print and Backup Services	▪ Provide secure file storage for agency, personal and shared files for an average of 10gb/person ▪ Provide print services networked printers ▪ Perform backups of application servers and databases ▪ Perform full weekly and monthly backups. Perform incremental backups Monday through Thursday during the week. ▪ Establish agreements with third party entities for tape storage and recovery	▪ M-F, 7am-5pm support, not including City-observed holidays ▪ Scheduled Weekly Maintenance Wednesday evening 7-9pm PT with prior notification to NORCOM not later than the prior Thursday at Noon indicating systems that will be maintained, and the exact maintenance process.. ▪ After-hours support available on a best-effort basis.
Other Services	▪ Provide anti-virus for PCs, laptops, consoles and workstations ▪ Provide reporting portal and scheduling for Crystal Enterprise reports	▪ M-F, 7am-5pm support, not including City-observed holidays. ▪ After-hours support available on a best-effort basis.

Service	Description	Services Provided by Bellevue
Data Center Colocation	• Provide usage reports per user and for the agency as a whole	▪ 24 hours per day365 days per year. ▪ Scheduled Weekly Maintenance Wednesday evening 7-9pm PT with prior notification to NORCOM not later than the prior Thursday at Noon PT indicating systems that will be maintained, and the exact maintenance process. ▪ Critical maintenance will be scheduled based on urgency and shall be coordinated with NORCOM

4.2 Support provided by Bellevue, acting by and through Bellevue IT:

For all service and support needs, NORCOM shall contact the Bellevue IT Service Desk and create a Trouble Ticket by

email (Support@bellevuewa.gov) and phone 425) 452-2886).

Bellevue IT shall follow the Information Technology Infrastructure Library (ITIL) process for Incident Management, with the goal to restore normal service operations as quickly as possible with minimum disruption to NORCOM operations, thus ensuring that the best achievable levels of availability and service are maintained. The table below shows the response times for the different priority types for Trouble Tickets.

Priority For Trouble Tickets	Service Impact	Service Provided by Bellevue to NORCOM After Trouble Ticket is Received by Bellevue
1 (Urgent)	Complete loss of ability to perform a critical business function or there is noticeable degradation – no work around is in place or available. Identified as **Service Down**	Within 30 minutes on Business Days between 7:00am and 6:00pm PT. Within 1 hour between 6:00pm and 7:00am PT and during all hours on non- Business Days.
2 (High)	Loss of ability to perform critical business function or noticeable degradation – temporary work around restores service. Can be enterprise, public facing services and individuals identified as **Code Red**.	Within 30 minutes on Business Days between 7:00am and 6:00pm PT. Within 2 hours between 6:00pm and 7:00am PT and during all hours on non- Business Days.
3 (Medium)	Loss of service or degradation of service – usually impacts individual or several individuals – not affecting public facing services and can include service requests.	Within 1 hour on Business Days between 7:00am and 6:00pm PT. Within 2 hours between 6:00pm and 7:00am PT and during all hours on non- Business Days.
4 (Low)	Issue has non-business impact and is informational or educational. Trouble Ticket may be converted to a service request, procurement or to other ticket type requiring longer lead time and also include requests for information that requires research.	Within 1 hour on Business Days between 7:00am and 6:00pm PT. Within 2 hours between 6:00pm and 7:00am PT and during all hours on non- Business Days.

Escalation of Issues

Fault resolution and problem escalation shall occur as shown below. The parties intend to solve problems at the lowest possible level following the ITIL best practices. Escalation can be for service problems or requests for more resources.

- Network Services Lead – Currently Jim Rawley unless otherwise designated.
    - Office Phone 425-452-7197

- Wireless Phone 206-391-8816

- Chief Operations Officer or Chief Technology Officer (depending on nature of the issue) – Currently Rick Berman or Chelo Picardal unless otherwise designated.

  Berman
  - Office Phone 425-452-4890
  - Wireless Phone (425) 864-3280

  Picardal
  - Office Phone 425-452-6109
  - Wireless Phone 206-465-2298

- Chief Information Officer – Currently Toni Cramer unless otherwise designated.
  - Office Phone 425-452-2972
  - Wireless Phone 425-785-9187

4.3 NORCOM and Bellevue Responsibilities

Bellevue, acting by and through Bellevue IT, and NORCOM shall:

1. Provide the other party with a contact list of people authorized to request service and expenditures.
2. Notify the other party as soon as possible of conditions requiring support from the other party and cooperate in such support. Both parties shall provide adequate notice and project information when planning work that involves the other.
3. Provide timely technical support for any interfaces or equipment that a party is responsible for if needed to assist the other party's maintenance activities.
4. Provide access to the other party's technicians and provide access codes and keys to facilities that are covered under this Agreement, pursuant to Section 5.8 (*Regulations and Procedures)* and Section 5.9 (*Security)* of the Lease
5. Not disturb or make contact with rack space and equipment that is not controlled by the party. Both parties shall adequately guide their vendors and shall monitor activities in the colocation space to ensure that equipment is not compromised in any way, pursuant to Section 5.9(*Security)* and Section 6.6 (*Access By Landlord)* of the Lease.
6. Make every reasonable effort to protect both party's systems and data from improper access. Both parties shall protect access to any administrative accounts and passwords it has access to and shall not

share accounts and passwords without express written approval of the other party.

7. Maintain up to date virus definitions and current patching levels for its servers residing in the shared networks. Each party shall notify the other party in a timely manner of any security incidents that could compromise the other party's network.
8. Notify the other party of any planned changes in security settings on systems that reside within the other's network and that are public facing, such as Regional Automated Information Network (RAIN) and VisiNet Browser. Security setting modifications impacting the Bellevue network require written approval from Bellevue's Chief Information Security Officer, currently Gary Clesson (gclesson@bellevuewa.gov), unless otherwise designated.

5.0 Data Center Colocation Services.

The Co-Location Space (MEC-02) is a shared facility among Bellevue, NORCOM, and the Eastside Public Safety Communications Agency (EPSCA). Bellevue owns the Co-Location Spacer and has the final authority on allowed use within the Co-Location Space. Bellevue, acting by and through Bellevue IT, shall provide co-location services in the Co-Location Space for NORCOM as follows:

A. Provisioning of Services and Colocation Space

At all times Bellevue IT shall provide necessary accommodations relating to the operation of the Equipment, including but not limited to access to the Co-Location Space, security systems, standard server racks, electricity, connectivity between the Co-Location Space and NORCOM's network, redundant power back-up, environmental control, fire and on-site assistance at the direction of NORCOM.

NORCOM shall obtain and maintain the Equipment, the NORCOM network, non-standard server racks and iso-mounts, and NORCOM connectivity to external agencies.

B. Access to Colocation Space and Support Services

At all times each party shall have access to the Co-Location Space. Each party shall bear sole responsibility for any and all acts or omissions of its employees, contractors, customers, authorized vendors and/or representatives arising from or related to this Agreement. Access to the Co-Location Space requires passing a Police records check, and is

subject to the provisions of Sections 5.8, 5.9 and 6.6 of the Lease regarding security and access.

C. Notification of change

NORCOM shall provide Bellevue IT with at least sixty (60) days prior notice to Bellevue's Chief Technology Officer (currently Chelo Picardal) by email (cpicardal@bellevuewa.gov) or telephone (425-452-6106) of any change of quantity of Equipment Racks and the footprint of such Equipment Racks prior to planned Equipment Rack placement in the Co-Location Space. Bellevue has the right to refuse to increase the number of Equipment Racks, and will notify NORCOM of its decision to approve or deny the request not more than 30 days after receipt of notification of NORCOM's request.

NORCOM's portion of the Co-Location Space shall not exceed the current space occupied by the Eastside Communications Center as shown in Attachment B. NORCOM will occupy five (5) server cabinets, twenty-three (23) 19-inch racks. one (1) PBX space, and twenty-four (24) horizontal feet of wall space for cable termination. NORCOM also shares with EPSCA three (3) 19-inch racks. NORCOM also shares with Bellevue two (2) server cabinets and four (4) 19-inch racks.

As capacity allows, Bellevue shall authorize NORCOM to temporarily have additional space for system installations. Temporary space use exceeding 90 daysshall be provided at the rate of $688 per Equipment Rack per month.

6.0 Optional Time and Materials Services

Depending on Bellevue's available capacity, NORCOM and Bellevue may agree upon all or any of the following additional services on a time and materials basis:

- Help desk services
- Desktop/workstation support
- Application server support
- Database administration
- Backup and recovery services
- Application support
- Project management services
- GIS and map making services
- Multi-media and graphic services
- Software and website development and maintenance

C. GeneralProvisions

1. Termination:

   A. This Agreement may be terminated by either party without cause upon sixty (60) days written notice. The last invoice shall prorate fees to the nearest month of the termination. NORCOM must remove its Equipment from the Co-Location Space pursuant to Section 12.2 (*Trade Fixtures and Personal Property)* of the Lease.

   B. Bellevue may terminate this Agreement,after sixty (60) days written notice, upon NORCOM's failure to pay any required fee or charge within thirty (30) days of the date an undisputed invoice is received by NORCOM from Bellevue.

   C. Either party may terminate this Agreement where: (1) the party is in material breach of any term of this Agreement; (2) the terminating party has sent to the breaching party written notice of its intent to terminate this Agreement by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and (3) the breaching party has failed to cure the breach within ninety (90) days after receiving notification from the other party, unless the parties agree in writing to a longer cure period,_provided that where the existence of a breach is in dispute, such dispute shall be subject to Section 6 below, and the Agreement may not be terminated pursuant to this section until conclusion of the dispute resolution process as described in Section 6. Upon conclusion of the dispute resolution process, this Agreement may be terminated without any additional notice or opportunity to cure. This section does not apply to Section C.1.A of this Agreement.

2. Agreement Renewal: NORCOM and Bellevue may agree to three (3) optional one-year renewals of this Agreement. Each renewal shall reflect inflation-adjusted fees based on a percentage equal to the annual increase in the Consumer Price Index for All Urban Consumers in the Seattle-Everett Area (CPI) as of the immediately previous February of each year. The parties shall agree to a one-year renewal at least 180 days before the end of this Agreement or the end of any one-year renewal.

3. Agreement Modification: No change, alteration, modification or addition to this Agreement will be effective unless it is in writing and properly signed by both parties.

4. Indemnity: Except as otherwise set forth in Section B.5.B above, NORCOM shall protect, defend, indemnify and save harmless Bellevue, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of NORCOM, its officers, employees or agents arising out of or related to this Agreement. NORCOM agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, NORCOM, by mutual negotiation, hereby waives, as respects Bellevue only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event Bellevue obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from NORCOM.

Except as otherwise set forth in Section B.5.B above, Bellevue shall protect, defend, indemnify and save harmless NORCOM, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Bellevue, its officers, employees or its agents arising out of or related to this Agreement. Bellevue agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, Bellevue, by mutual negotiation, hereby waives, as respects NORCOM only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event NORCOM obtains any judgment or award, and/or incurs any cost arising there from including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Bellevue.

5. Insurance:

5.1. NORCOM shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with NORCOM's use of the Co-Location Space or the performance of work therein by NORCOM's agents, representatives, employees, or subcontractors. The cost of such insurance shall be paid by NORCOM. Insurance shall meet or exceed the following unless otherwise approved by Bellevue:

<u>Minimum Insurance</u>

(a) Commercial General Liability insurance, including NORCOM Legal Liability coverage and Washington Stop Gap Liability coverage, with Bellevue named as an additional insured, in amounts not less than $1,000,000 per occurrence /$1,000,000 general aggregate.

(b) Commercial Property insurance to cover NORCOM's Improvements and Betterments, Personal Property, Business Income and Extra Expense, and Equipment Breakdown.
(c) Business Automobile Liability coverage with limits not less than $1,000,000 per accident for any auto and/or for hired and non-owned auto.
(d) Umbrella policy, with Bellevue named as an additional insured, providing excess coverage over the General Liability and Auto Liability policies in amounts not less than $3,000,000 per occurrence and aggregate.
(e) Employee Dishonesty coverage, including an endorsement for third party coverage, with limits not less than $1,000,000 per occurrence and as an annual aggregate.
(f) Employment Practices Liability coverage in amounts not less than $1,000,000 per occurrence, including third party liability coverage.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by Bellevue.

Other Provisions
Commercial General Liability policies shall be endorsed to:
(a) Include Bellevue , its officials, employees and volunteers as additional insureds.
(b) Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by Bellevue.
(c) Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days written notice has been given to Bellevue.

5.2 Bellevue is a municipal corporation that self-insures its general, auto, professional liability and workers' compensation (see Attachment C).

6 Dispute Resolution:
The parties desire, if possible, to resolve disputes, controversies and claims arising out of this Agreement (Disputes) without litigation. To that end, at the written request of a party, each party shall appoint a knowledgeable, responsible management representative to meet and negotiate in good faith to resolve any Dispute. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The discussions shall be left to the discretion of the representatives. If negotiations do not resolve the Dispute within sixty (60) days, the Dispute shall be submitted to the parties' respective legal departments or legal counsel, as applicable (legal department), for non-binding mediation by a mediator mutually acceptable to the parties. If the parties cannot agree to a mediator within five (5) days of submission to the legal department, then the parties shall request a list from Judicial Dispute Resolution, LLC (or a similar type of group by mutual agreement) and employ the striking method to select a mediator. Such

mediation shall be conducted pursuant to the rules and procedures of mediation promulgated by the American Arbitration Association. Notwithstanding anything to the contrary, the mediation process shall be considered completed after four months from the Dispute being submitted to the parties' respective legal departments, unless the parties agree to a different period. Each party shall bear its own cost of these dispute resolution procedures. The parties shall equally share the fees of the mediation and the mediator. Notwithstanding the foregoing, either party shall be entitled to commence legal proceedings seeking such preliminary, interim or conservatory measures, including mandatory, declaratory or injunctive relief as may be necessary to define or protect the rights and enforce the obligations contained herein pending the final settlement or adjudication of a Dispute.

7 Force Majeure/Excusable Delay:
Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from unforeseen circumstances or occurrences beyond the non-performing party's reasonable control, including but not limited to delay of carriers, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, acts of God, war, riot or insurrection, embargoes, acts of government, civil or military authorities, catastrophe, fire, floods, strikes, shortages of transportation, facilities fuel, energy, labor or material acts of a public enemy. In the event of such delay, delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay. Bellevue shall notify NORCOM of the occurrence of an event or circumstance described in this provision promptly upon receiving actual notice of such event or circumstance.

8 Governing Law Forum: This Agreement shall be governed by the laws of Washington. Bellevue and NORCOM irrevocably consent to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with this Agreement, and agree not to commence or prosecute any action or proceeding arising out of or in connection with this Agreement other than in the aforementioned courts.

9. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Bellevue and NORCOM agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

10. Nonwaiver. Any failure by either party to enforce strict performance of any provision of this Agreement will not constitute a waiver of that party's right to subsequently enforce such provision or any other provision of this Agreement.

11. No Assignment. Neither this Agreement nor any of the rights or obligations of either party arising under this Agreement may be assigned without the other party's prior written consent. Subject to the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

12. Notices. All required notices under this Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth below.

13. Legal Fees. In any lawsuit between the parties with respect to the matters covered by this Agreement, the prevailing party shall be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.

14. Counterparts. This 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.

15. 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.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed on the later date hereinafter written.

City of Bellevue: 450 110th Avenue NE Bellevue, WA 9804	NORCOM: PO Box 50911 Bellevue, WA 98015-0911
_____	_____
By: _____	By: Chris Fischer, Executive Director
DATED: _____	DATED: _____

APPROVED AS TO FORM:

_____

Dated: _____

APPROVED AS TO FORM:

_____

By: Rod Kaseguma

Dated:_____

ATTACHMENT A

NORCOM Network Services Costs

The following network services shall be provided by Bellevue to NORCOM in conjunction with this Agreement: **Network Services**

Service	**Monthly Cost**
Network and infrastructure Support*	$$3,387
Remote Access	$1,256
Server Support	$12,133
Database Administration Services	$1,270
File, Print and Backup Services	$2,440
Other Services	$114
Data Center Colocation	$5,117
Total Monthly Cost	$ 25,747
Total Quarterly Cost	$ 77,241
Total Annual Cost	$ 308,964

Fees will be invoiced quarterly and will reflect any adjustments to services negotiated between NORCOM and Bellevue.

Additional Co-Location Space may be negotiated as capacity allows on a $688 per Equipment Rack per month basis. Per Equipment Rack fee will be inflation adjusted each year at time of renewal based on a percentage equal to the annual increase in the Consumer Price Index for All Urban Consumers in the Seattle-Everett Area (CPI) as of the immediately previous February of each year.

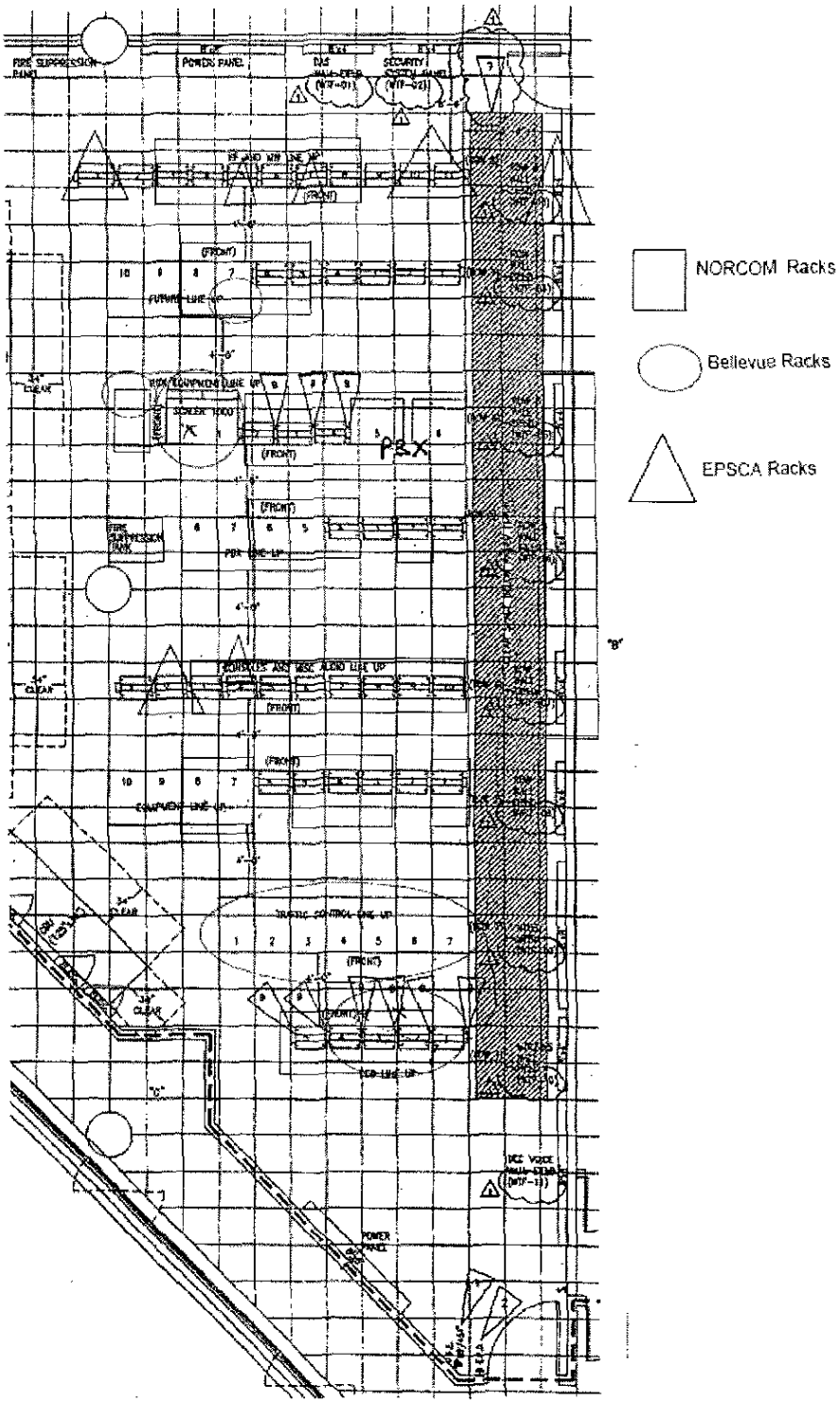
Services that can be negotiated on a time and materials basis and provided by Bellevue to NORCOM on a per hour cost basis:

Service	**Hourly Cost**
Help desk	$112.00
Desktop/workstation support	$112.00
Application server support	$127.00
Database administration	$127.00
Backup and recovery services	$127.00
Application support	$129.00
Project management	$129.00
GIS and map making services	$126.00
Multi-media and graphic services	$121.00

Software and website development and maintenance	$124.00

ATTACHMENT B

NORCOM Space in MEC-02



ATTACHMENT C

City of Bellevue Self-Insurance

ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered as of the _____ day of June, 2009 ("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, on the terms and conditions herein stated.

RECITALS

A. RCW 39.34.060 governs and authorizes the intergovernmental transfer of property to an entity created pursuant to the Interlocal Cooperation Act. Section 14 of the NORCOM Interlocal Agreement provides for the transfer of assets from Bellevue to NORCOM.

B. Bellevue wishes to transfer certain assets to NORCOM at stated prices and under stated conditions.

C. Bellevue desires to sell and NORCOM desires to purchase the assets (listed on Attachment A), on the terms and conditions stated in this Agreement.

D. There exists a separate agreement between the parties addressing Assets for which there are associated licenses.

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

1. Purchase of the Assets. Bellevue agrees to sell, transfer, deliver and assign to NORCOM, and NORCOM agrees to purchase and accept the delivery, transfer and assignment from Bellevue of the assets listed on Attachment A ("Assets").

2. No Assumption of Liabilities by NORCOM. Bellevue and NORCOM acknowledge and agree NORCOM is not assuming and shall not be responsible for any of Bellevue's debts, or liabilities of any nature, if any, related to the Assets existing prior to the date of transfer

3. Purchase Price. As consideration for the Assets, NORCOM agrees to pay to Bellevue, the full purchase price for Assets (as listed on Attachment A) ("Cost") on or before July 1, 2009, or at the option of NORCOM to facilitate NORCOM's timely commencement of operations, partial payment in three (3) installments according to the following terms: (1) one half of the Assets' total Cost on or before July 1, 2009; (2) one quarter of the Assets' total Cost on or before July 31, 2009; and (3) one quarter of the Assets' total Cost on or before October 31, 2009. If NORCOM, at its option, chooses the alternative payment option, then a monthly interest rate will be applied to the unpaid balance of the total Cost after July 1, 2009. This interest rate will be based upon the net earning rate of Bellevue's internal investment portfolio until NORCOM has paid the Assets' Cost, in full, to Bellevue.

4. Delivery of Assets. All of the tangible Assets capable of physical delivery shall be delivered to NORCOM on or before July 1, 2009.

5. Full Consideration. The parties acknowledge and agree that the Cost of the Assets represents full and fair consideration for the Assets sold to NORCOM hereunder, negotiated at arms length between two parties with equal bargaining power.

6. Title. To the best of Bellevue's knowledge, it: (1) has good and marketable title to all Assets, free and clear of all encumbrances, security interests, liens and charges, (2) has not leased any of the Assets, and (3) has not purchased any of the Assets on conditional sales contracts. However, if Bellevue did not have good and marketable title to an Asset prior to its transfer to NORCOM, then Bellevue will pay any debts or liens which arose during Bellevue's possession, and which encumber the Asset's title. Further, if any Assets are leased, Bellevue will reimburse NORCOM for the Purchase Price and make a good faith effort to assign the Asset's lease to NORCOM. NORCOM will reimburse Bellevue for any lease payments made while the Asset was in NORCOM's possession. For purposes of this Section, terms and conditions of grant agreements, software licenses and maintenance agreements shall not affect good and marketable title to the Assets. NORCOM shall be responsible for any software licenses and maintenance agreements related to the Assets after transfer of the Assets.

7. Transfer of Warranties. Bellevue will make reasonable efforts to identify any warranties relating to the Assets. Further, Bellevue and NORCOM will cooperate in identifying, and transferring to NORCOM, any warranties relating to the Assets. Bellevue shall have no liability arising from or relating to the failure to inform NORCOM of any potential or existing warranties.

8. Condition of Assets; Warranties. Bellevue transfers Assets to NORCOM "as is" and Bellevue makes no representations or warranties regarding the merchantability or fitness of the Assets or any other warranties regarding the condition, suitability or usability of these Assets.

9. Bellevue's Indemnity to NORCOM. Bellevue shall hold harmless, defend and indemnify NORCOM, its elected officials, employees, agents and representatives from and against any and all claims, losses, damages, injuries, judgments, suits, awards, and/or settlements, including reasonable attorneys' fees arising out of or in any way resulting from Bellevue's possession and/or use of the Assets before the date of transfer. For this purpose, Bellevue, by mutual negotiation, hereby waives, as respects NORCOM only, any immunity that would otherwise be available against such claims under the Industrial Insurance provision of Title 51 RCW. In the event NORCOM incurs any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this Agreement, all such fees, expenses and costs shall be recoverable from Bellevue.

10. NORCOM's Indemnity to Bellevue. NORCOM shall hold harmless, defend and indemnify Bellevue, its elected officials, employees, agents and representatives from and against any and all claims, losses, damages, injuries, judgments, suits, awards, and/or settlements, including reasonable attorneys' fees arising out of or in any way resulting from NORCOM's possession and/or use of the Assets on and after the date of transfer. For this purpose, NORCOM, by mutual negotiation, hereby waives, as respects Bellevue only, any immunity that would otherwise be available against such claims under the Industrial Insurance provision of Title 51 RCW. In the event Bellevue incurs any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this Agreement, all such fees, expenses and costs shall be recoverable from NORCOM.

11. Attorneys' Fees. In any suit or action brought to enforce this Agreement, or to obtain an 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.

12. Waiver of Breach. The failure of any party hereto to insist upon strict performance of any of the covenants and agreements herein contained, or to exercise any option or right herein conferred, in any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements, but the same shall be and remain in full force and effect.

13. Law. 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.

14. 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.

15. 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.

THE CITY OF BELLEVUE	**NORTHEAST COUNTY REGIONAL PUBLIC SAFETY COMMUNICATION AGENCY**
By: _____	By: _____
Its: _____	Its: _____

ATTACHMENT A
"Costs"

	July 09 Depr Value
Dispatch Assets	995,083
Technology Assets	64,129
Fire Station #3 Assets	-
Miscellaneous Assets	272,042
Total Value of Assets Trasnfering to NORCOM	**1,331,254**

ATTACHMENT A
"Costs"

Asset No	Description	July 09 Depr Value
ERF Assets		
61327	MOT, SPECTRA, C-2 RECEIVER	-
61328	MOT, SPECTRA, C-2 RECEIVER	-
61329	MOT, SPECTRA, C-2 RECEIVER	-
61330	MOT, SPECTRA, C-2 RECEIVER	-
61331	MOT, SPECTRA, C-2 RECEIVER	-
61478	MOT, SPECT, E-7 CNTRL BASE	-
61598	MOT, SPECTRA, C-2 RECEIVER	-
61599	MOT, SPECTRA, C-2 RECEIVER	-
61601	MOT, SPECTRA, C-2 RECEIVER	-
61602	MOT, SPECTRA, C-2 RECEIVER	-
61603	MOT, SPECTRA, C-2 RECEIVER	-
61604	MOT, SPECTRA, C-2 RECEIVER	-
61605	MOT, SPECTRA, C-2 RECEIVER	-
61606	MOT, SPECTRA, C-2 RECEIVER	-
61607	MOT, SPECTRA, C-2 RECEIVER	-
61608	MOT, SPECTRA, C-2 RECEIVER	-
61609	MOT, SPECTRA, C-2 RECEIVER	-
61332	MOT, SPECTRA, C-2 RECEIVER	-
61333	MOT, SPECTRA, C-2 RECEIVER	-
61334	MOT, SPECTRA, C-2 RECEIVER	-
61335	MOT, SPECTRA, C-2 RECEIVER	-
61336	MOT, SPECTRA, C-2 RECEIVER	-
61610	MOT, SPECTRA, C-2 RECEIVER	-
61611	MOT, SPECTRA, C-2 RECEIVER	-
61612	MOT, SPECTRA, C-2 RECEIVER	-
61613	MOT, SPECTRA, C-2 RECEIVER	-
61614	MOT, SPECTRA, C-2 RECEIVER	-
61615	MOT, SPECTRA, C-2 RECEIVER	-
61616	MOT, SPECTRA, C-2 RECEIVER	-
61617	MOT, SPECTRA, C-2 RECEIVER	-
61618	MOT, SPECTRA, C-2 RECEIVER	-
61619	MOT, SPECTRA, C-2 RECEIVER	-
61620	MOT, SPECTRA, C-2 RECEIVER	-
62086	MOT, SPECTRA, C-2 RECEIVER	-
62087	MOT, SPECTRA, C-2 RECEIVER	-
62088	MOT, SPECTRA, C-2 RECEIVER	-
62089	MOT, SPECTRA, C-2 RECEIVER	-
63095	Mot Spectra-Tac Comparator	2,056
63096	Mot Spectra-Tac Comparator	2,056
63097	Mot Spectra-Tac Comparator	2,056
63043	Mot XTL-2500 Cntrl Base	3,935
63044	Mot XTL-2500 Cntrl Base	3,935
63034	Centracom Gold Elite Dispatch Console	41,000
63045	Mot XTL-2500 Cntrl Base	3,935
63046	Mot XTL-2500 Cntrl Base	3,935
63091	Mot Astro Spectra Consolette	2,173
63092	Mot Astro Spectra Consolette	2,391
63112	Mot Astro Spectra Consolette	2,173
63035	Centracom Gold Elite Dispatch Console	41,000

ATTACHMENT A
"Costs"

Asset No	Description	July 09 Depr Value
63036	Centracom Gold Elite Dispatch Console	41,000
63037	Centracom Gold Elite Dispatch Console	41,000
63054	Zetron 3022 Call Check	1,567
63055	Zetron 3022 Call Check	1,567
63056	Zetron 3022 Call Check	1,567
63057	Zetron 3022 Call Check	1,567
63058	Zetron 3022 Call Check	1,567
63059	Zetron 3022 Call Check	1,567
63060	Zetron 3022 Call Check	1,567
63061	Zetron 3022 Call Check	1,567
63062	Zetron 3022 Call Check	1,567
63063	Zetron 3022 Call Check	1,567
63064	Zetron 3022 Call Check	1,567
63065	Zetron 3022 Call Check	1,567
63088	E-911 Phone System	157,850
63089	E-911 Phone System Server (Symposium)	4,375
63090	E-911 Phone System Server (Symon)	1,343
63038	Centracom Gold Elite Dispatch Console	41,000
63039	Centracom Gold Elite Dispatch Console	41,000
63040	Centracom Gold Elite Dispatch Console	41,000
63047	Mot XTL-2500 Cntrl Base	3,935
63066	Zetron 3022 Call Check	1,567
63067	Zetron 3022 Call Check	1,567
63068	Zetron 3022 Call Check	1,567
63069	Zetron 3022 Call Check	1,567
63070	Zetron 3022 Call Check	1,567
63071	Zetron 3022 Call Check	1,567
63048	Mot XTL-2500 Cntrl Base	3,935
63049	Mot XTL-2500 Cntrl Base	3,935
63050	Mot XTL-2500 Cntrl Base	3,935
63051	Mot XTL-2500 Cntrl Base	3,935
63052	Mot XTL-2500 Cntrl Base	3,935
63053	Mot XTL-2500 Cntrl Base	3,935
63074	Central Electronic Bank # 6	61,980
63075	Central Electronic Bank # 7	65,504
63076	Central Electronic Bank # 8	56,903
63077	Central Electronic Bank # 13	65,898
63078	Central Electronic Bank # 19	49,756
63041	Centracom Gold Elite Dispatch Console	41,000
63072	Zetron 3022 Call Check	1,567
63073	Zetron 3022 Call Check	1,567
63042	Centracom Gold Elite Dispatch Console	41,000
63079	Dispatch Console Computer	-
63080	Dispatch Console Computer	-
63081	Dispatch Console Computer	-
63082	Dispatch Console Computer	-
63083	Dispatch Console Computer	-
63084	Dispatch Console Computer	-
63085	Dispatch Console Computer	-
63086	Dispatch Console Computer	-
63087	Dispatch Console Computer	-

ATTACHMENT A
"Costs"

Asset No	Description	July 09 Depr Value
63099	Zetron M-25 Encoder	6,497
63100	Zetron M-25 Encoder	6,497
63101	Zetron M-25 Encoder	6,497
63102	IMAC800 Channel Bank	5,546
63103	IMAC800 Channel Bank	5,546
63104	IMAC800 Channel Bank	5,546
63105	IMAC800 Channel Bank	5,546
63106	IMAC800 Channel Bank	5,546
63107	IMAC800 Channel Bank	5,546
63108	IMAC800 Channel Bank	5,546
63109	IMAC800 Channel Bank	5,546
63110	IMAC800 Channel Bank	5,546
63111	IMAC800 Channel Bank	5,546
ERF Total		**995,083**
Fire Station #3		
62091	Sta 3 DISPATCH: 306	-
62076	Sta 3 DISPATCH: 310 B	-
62002	Sta 3 DISPATCH: 304 B	-
62001	Sta 3 DISPATCH: 303 B	-
61651	Sta 3 DISPATCH: 310 A	-
61650	Sta 3 DISPATCH: 305	-
61649	Sta 3 DISPATCH: 304 A	-
61648	Sta 3 DISPATCH: 303 A	-
61647	Sta 3 DISPATCH: 302	-
61646	Sta 3 DISPATCH: 301	-
	NORTEL Meridian M8X24-DS Key Telephone Sys	-
	9 Nortel M7310 Telephone Sets	-
Fire Station #3 Total		-
ITD Assets To Transfer		
Workstations		
2UA71200XS	HP Compaq dc5750 Small Form Factor	550
2UA71200WB	HP Compaq dc5750 Small Form Factor	550
2UA71200SD	HP Compaq dc5750 Small Form Factor	550
2UA71200WP	HP Compaq dc5750 Small Form Factor	550
2UA71200PK	HP Compaq dc5750 Small Form Factor	550
2UA71200R4	HP Compaq dc5750 Small Form Factor	550
2UA81510R0	HP Compaq dc5750 Small Form Factor	672
2UA81510N9	HP Compaq dc5750 Small Form Factor	672
2UA6230PSS	HP Compaq dc7600 Small Form Factor	-
2UA6230PRL	HP Compaq dc7600 Small Form Factor	-
2UA6230PQH	HP Compaq dc7600 Small Form Factor	-
2UA6230PVW	HP Compaq dc7600 Small Form Factor	-
2UA6230PQF	HP Compaq dc7600 Small Form Factor	-
2UA81510P4	HP Compaq dc5750 Small Form Factor	672
2UA6230SC8	hp workstation xw8200	1,150
2UA7090Y3S	HP xw9400 Workstation	1,473
2UA7090Y3T	HP xw9400 Workstation	1,473

ATTACHMENT A

"Costs"

Asset No	Description	July 09 Depr Value
2UA7090Y43	HP xw9400 Workstation	1,473
2UA7090Y4C	HP xw9400 Workstation	1,473
2UA7090Y49	HP xw9400 Workstation	1,473
2UA7090Y44	HP xw9400 Workstation	1,473
COBNT2DSP01	HP xw4100 Workstation	-
COBNT2DSP02	HP xw4100 Workstation	-
COBNT2DSP03	HP xw4100 Workstation	-
COBNT2DSP04	HP xw4100 Workstation	-
COBNT2DSP05	HP xw4100 Workstation	-
COBNT2DSP07	HP xw4100 Workstation	-
COBNT2DSP08	HP xw4100 Workstation	-
COBNT2DSP09	HP xw4100 Workstation	-
COBNT2DSP12	HP xw4100 Workstation	-
COBNT2DSP14	HP xw4100 Workstation	-
COBNT2DSP15	HP xw4100 Workstation	-
COBNT2DSP16	HP xw4100 Workstation	-
COBNT2DSP17	HP xw4100 Workstation	-
COBNT2DSP18	HP xw4100 Workstation	-
COBNT2DSP19	HP xw4100 Workstation	-
COBNT2DSP20	HP xw4100 Workstation	-
COBNT2DSP21	HP xw4100 Workstation	-
COBNT2DSP23	HP xw4100 Workstation	-
COBNT2MAP01	HP xw4100 Workstation	-
VISICAD01	HP dc7600 Convertible Mini Tower	-
VISICAD02	HP dc7600 Convertible Mini Tower	-
VISICAD03	HP dc7600 Convertible Mini Tower	-
VISICAD04	HP dc7600 Convertible Mini Tower	-
VISICAD05	HP dc7600 Convertible Mini Tower	-
VISICAD06	HP dc7600 Convertible Mini Tower	-
VISICAD07	HP dc7600 Convertible Mini Tower	-
VISICAD08	HP dc7600 Convertible Mini Tower	-
VISICAD09	HP dc7600 Convertible Mini Tower	-
VISICAD10	HP dc7600 Convertible Mini Tower	-
VISICAD11	HP dc7600 Convertible Mini Tower	-
VISICAD12	HP dc7600 Convertible Mini Tower	-
VISICAD13	HP dc7600 Convertible Mini Tower	-
Laptops		
IT028CCOATESLT		800
IT028KTRANLT		800
IT028PLUKELT		800
IT028LOANERLT		800
Monitors (a)		
52	17" LCD monitor	-
43	19" LCD monitor	-
4	LCD monitor - VG181 & VX700	-
6	Various monitors	-
Network printers (a)		

ATTACHMENT A
"Costs"

Asset No	Description	July 09 Depr Value
1	LaserJet 8100N	-
1	LaserJet 5500DTN	-
1	LaserJet 2420 DN	-
1	DesignNet 488CA	-
Local Printers & Misc (a)		
1	DeskJet 990Cxi	-
1	Scanner - ScanJet 5200C	-
1	Fax machine - 1250	-
Servers		
1	COBINTFPR01	1,125
1	COBINTFPR02	1,125
1	COBINTFPR03	1,125
1	COBINTFPR04	1,125
1	COBDBWHPR01	1,800
1	COBSSDBPR06	4,625
1	COBSSDBPR07	4,625
1	COBINTFPR05	3,075
1	Spare	1,125
1	BELLEVUEWA	1,125
1	COBINTFPRO6	1,025
1	COBINTFPRO7	1,025
1	COBPSWAPR05	3,188
1	COBPSWAPR06	3,188
1	COBPSWAPR07	3,188
1	COBPSWAPR08	3,188
1	W2KPSWATS01	-
1	COBSUNPR01	1,375
1	COBAPPSPR19	3,400
1	COBAPPSPR20	3,400
1	LNXVMWRPR02	-
1	VW2KINTFTS01	-
1	VCOBINTFTS07	-
1	VCOBPSDBTS01	-
1	VCOBINTFTS03	-
1	VCOBINTFTS02	-
1	VCOBINTFTS05	-
1	VCOBINTFTS01	-
1	VCOBPSWBTS01	-
1	VCOBAPPSTS17	-
1	COBRMAPPR01	-
1	COBSSDBPR02	-
1	COBSSDBTS02	-
1	COBINETPR05	-
1	COBSSDBPR08	-
Network		
	Extreme switches - 1	-
	Extreme switches - 1	400

ATTACHMENT A
"Costs"

Asset No	Description	July 09 Depr Value
	Extreme switches - 1	750
	KVM switches -2	625
ITD Total		**64,129**
Miscellaneous Assets To Transfer		
	Chairs (15)	(917)
	Reverse 911 System hardware upgrade	1,367
	Big Screen TV	9,900
	EAS unit	2,040
	LCD Projector	2,988
	Watson Furniture	115,060
	AVC System	45,834
	Reverse 911 System	18,729
	Portable Radios	9,340
	Mobile Radio	1,826
	DB Combiner Antenna System	32,937
	DB Combiner Antenna System	32,937
Miscellaneous Total		**272,042**
		1,331,254