



INTRLOC\_00      NORCOM

File Location

Vendor Name

NORCOM  
7/1/2010

Document Type:      Interlocal      New

Vendor Name:      NORCOM

PO# Location:      INTRLOC-000

Effect Date:      7/1/2009

Term Date:      7/1/2010

CR#:      44671

Related CR#: \_\_\_\_\_

Ordinance: \_\_\_\_\_

Resolution: \_\_\_\_\_

Leg Date: \_\_\_\_\_

Vendor #:      104754

Description:      P&S AGMT RE PURCHASE OF CERTAIN ASSETS FROM COB:  
(REVENUE CONTRACT)      PO 910670-000      POSTED ON WEB

POSTED ON WEB

Notes:  
POSTED ON WEB

INTRLOC\_00  
INTERLOCAL AGREEMENTS  
12/31/2009



500176854

## ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered as of the 30<sup>th</sup> 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**

By: Brian Mink

Its: Deputy City Manager

**NORTHEAST COUNTY REGIONAL  
PUBLIC SAFETY COMMUNICATION  
AGENCY**

By: M. Kuo

Its: CHAIR

ATTACHMENT A  
"Costs"

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

**ATTACHMENT A**  
**"Costs"**

<b>Asset No</b>	<b>Description</b>	<b>July 09 Depr Value</b>
<b>ERF Assets</b>		
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"**

<b>Asset No</b>	<b>Description</b>	<b>July 09 Depr Value</b>
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"**

<b>Asset No</b>	<b>Description</b>	<b>July 09 Depr Value</b>
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
<b>ERF Total</b>		<b>995,083</b>
<b>Fire Station #3</b>		
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	-
<b>Fire Station #3 Total</b>		<b>-</b>
<b>ITD Assets To Transfer</b>		
<b><u>Workstations</u></b>		
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	-
2UA6230PVV	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"**

<b>Asset No</b>	<b>Description</b>	<b>July 09 Depr Value</b>
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	-
<b><u>Laptops</u></b>		
IT028CCOATESLT		800
IT028KTRANLT		800
IT028PLUKELT		800
IT028LOANERLT		800
<b><u>Monitors (a)</u></b>		
52	17" LCD monitor	-
43	19" LCD monitor	-
4	LCD monitor - VG181 & VX700	-
6	Various monitors	-
<b><u>Network printers (a)</u></b>		

ATTACHMENT A  
"Costs"

Asset No	Description	July 09 Depr Value
1	LaserJet 8100N	-
1	LaserJet 5500DTN	-
1	LaserJet 2420 DN	-
1	DesignNet 488CA	-
<b><u>Local Printers &amp; Misc (a)</u></b>		
1	DeskJet 990Cxi	-
1	Scanner - ScanJet 5200C	-
1	Fax machine - 1250	-
<b><u>Servers</u></b>		
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	-
<b><u>Network</u></b>		
	Extreme switches - 1	-
	Extreme switches - 1	400

**ATTACHMENT A**  
**"Costs"**

<b>Asset No</b>	<b>Description</b>	<b>July 09 Depr Value</b>
	Extreme switches - 1	750
	KVM switches -2	625
<b>ITD Total</b>		<b>64,129</b>
<b>Miscellaneous Assets To Transfer</b>		
	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
<b>Miscellaneous Total</b>		<b>272,042</b>
		<b>1,331,254</b>

CR# 44671 Date: 07.16.09 Loc: 09.504 PO #: 916670-000



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

### Contract Routing Form

#### Current Contract Information:

<b>Contract Title:</b> NORCOM	<b>Department:</b> Legal - 572
<b>Contract Description:</b> Asset Purchase and Sale Agreement	<b>Contract Manager:</b> Siona D. Windsor
<b>Total Contract Value:</b> \$1,331,254.00	<b>Contract Type:</b> Other
<b>This Amendment Value:</b> N/A	<b>Contract Form:</b> Custom contract document
	<b>Budget Expenditure:</b> Revenue

#### Vendor Information:

<b>Is this a new vendor?</b> No	<b>Tax ID #:</b> 261506994
<b>Vendor Name:</b> NORCOM	<b>COB License #:</b> N/A
<b>JDE Vendor Number:</b> 104754	<b>UBI #:</b> N/A
<b>Is this vendor an independent contractor?</b> Yes	<b>Contractor's License #:</b> N/A

#### Contract Terms:

**Original Effective Date:** 7/1/09 **End Date:** 7/1/10 **Subject To:** No Renewal

#### Related Contract Information:

**Is this an amendment/change order/renewal?** No

#### Council Approval:

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

#### Route:

		In	Out
Contracting Services:	<u>John Li</u>	<u>6/29/09</u>	<u>6/29/09</u>
Information Technology:	Not Required		
Legal:	<u>Siona D. Windsor</u>	<u>7/16/09</u>	<u>7/16/09</u>
Insurance Reviewed By:	N/A		
Department Director:	<u>Lois Riordan</u>		<u>7/13/09</u>
Contracting Services:	<u>John Li</u>	<u>7/14/09</u>	<u>7/14/09</u>
Return To:	Reina McCauley		
City Clerk's Office:	<u>Chaugen</u>	<u>07.15.09</u>	<u>07.16.09</u>

**Selection Method:**

Selection Method:

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? No

Quote #	Vendor Name	MWDBE	Fee/Cost
		<input type="checkbox"/>	

**Budget Information:**

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
			26580.395100.0000		No	

**Additional Comments:**

*This is a revenue agreement.*