



CONTRACT FACE SHEET

- Document Type:**
- Contract
 - MOU
 - Interlocal Agreement
 - Notice of Acceptance
 - Retainage
 - Franchise Agreement
 - Right of Way Use Agreement
 - Lien
 - Correspondence
 - Collective Bargaining Agreement
- Status:**
- MOU
 - Amendment
 - Change Order
 - Renewal
 - Cancellation

***Vendor Name:** NORCOM

***JDE PO Number:** 910894-000

***Effective Date:** 07/01/2009

***Termination Date:** 06/30/2016

Amendment Effective Date: /

***Clerk's Receiving Number:** 45001

Related Receiving Number: /

Bid/RFP/RFQ/ITQ Number: /

Ordinance Number: /

Resolution Number: 7969

CIP Number: _____

Project Name: Network Service & Maintenance Agreement

Site Name: _____

Vendor Number: 104754

File Location: 09-621

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

RT

Face Sheet Date: 09-25-2009 C JDE

Index Date: _____ ECM

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 Co-Location 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 Co-Location 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 or Co-Location Services" shall mean the City providing and/or NORCOM use of the Co-Location Space.

"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. Also known as Data Center 2 and Room 7W-114.

“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 Co-Location 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: Starting July 1, 2009, Bellevue, acting by and through Bellevue IT, shall provide network and data center Co-Location 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 resolved in accordance with Section C. 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 former 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 shall be data center Co-Location (Section B.5.)

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

Service	Description	Services Provided by Bellevue
Network	<ul style="list-style-type: none"> ▪ 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 web filtering per the City of Bellevue web filtering policy. ▪ Provide connectivity to external organizations for 	<ul style="list-style-type: none"> ▪ 24 hours per day, 365 days per year. ▪ Scheduled Weekly Maintenance for most systems on agreed-upon timeframe. ▪ Critical maintenance shall be scheduled based on urgency and coordinated in advance with NORCOM.

Service	Description	Services Provided by Bellevue
	<p>workstations and servers.</p> <ul style="list-style-type: none"> ▪ Provide consulting for tenant improvement projects. ▪ Provide anti-virus services for NORCOM servers. ▪ Notify NORCOM of any security incidents or service disruptions that impact NORCOM applications and services. 	
Remote Access	<ul style="list-style-type: none"> ▪ 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. 	<ul style="list-style-type: none"> ▪ 24 hours per day 365 days per year. ▪ Scheduled Weekly Maintenance Wednesday evening 7-9 p.m. 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.
<p>Server Support</p> <p><i>Support of application software for NORCOM's technologies is not included in this service.</i></p>	<ul style="list-style-type: none"> ▪ 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 system compatibility issues. ▪ Support hardware and operating system upgrades. 	<ul style="list-style-type: none"> ▪ 24 hours per day 365 days per year. ▪ Scheduled Weekly Maintenance Wednesday evening 7-9 p.m. 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 Administration	<ul style="list-style-type: none"> ▪ Perform day-to-day maintenance of existing 	<ul style="list-style-type: none"> ▪ M-F, 7 a.m. – 5 p.m. PT support, excluding City-

Service	Description	Services Provided by Bellevue
<p>(DBA) Services</p> <p><i>DBA Services for new projects, system implementations and major upgrades provided on a time and materials basis.</i></p>	<p>production and test databases transferring from Bellevue to NORCOM.</p> <ul style="list-style-type: none"> ▪ Perform database tuning and optimization of existing databases ▪ Perform technical troubleshooting and incident escalation as needed. ▪ Liaison with database vendors. ▪ Maintain and provide system documentation ▪ Maintain and provide disaster recovery plan for databases. 	<p>observed holidays.</p> <ul style="list-style-type: none"> ▪ Scheduled Weekly Maintenance Wednesday evening 7-9 p.m. 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.
<p>File, Print and Backup Services</p>	<ul style="list-style-type: none"> ▪ Provide secure file storage for NORCOM, personal and shared files for an average of 10 gb per 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. ▪ Establish agreements with third party entities for tape storage and recovery; manage and provide tape storage, retrieval and data recovery and restoration of operation. 	<ul style="list-style-type: none"> ▪ M-F, 7 a.m. – 5 p.m. PT support, excluding City-observed holidays ▪ Scheduled Weekly Maintenance Wednesday 7 – 9 p.m. 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.
<p>Other Services</p>	<ul style="list-style-type: none"> ▪ Provide anti-virus for PCs, laptops, consoles and 	<ul style="list-style-type: none"> ▪ M-F, 7 a.m. – 5 p.m. PT support, excluding

Service	Description	Services Provided by Bellevue
	workstations <ul style="list-style-type: none"> ▪ Provide reporting portal and scheduling for Crystal Enterprise reports 	City-observed holidays. <ul style="list-style-type: none"> ▪ After-hours support available on a best-effort basis.
Data Center Co-Location	<ul style="list-style-type: none"> • As described in Section 5 Data Center Co-Location Services 	<ul style="list-style-type: none"> ▪ 24 hours per day 365 days per year. ▪ Scheduled Weekly Maintenance Wednesday evening 7 – 9 p.m. 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

e-mail 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 7:00 a.m. and 6:00 p.m. PT. Within 1 hour between 6:00 p.m. and 7:00 a.m. 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 7:00 a.m. and 6:00 p.m. PT. Within 2 hours between 6:00 p.m. and 7:00 a.m. 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 7:00 a.m. and 6:00 p.m. PT. Within 2 hours between 6:00 p.m. and 7:00 a.m. 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.

Resolution and Escalation of Service Delivery Issues or Requests for Additional Services per Standard Operating Procedure (SOP): The procedure for resolution and escalation service delivery issues and/or requests for additional services will be established in a SOP agreed to by the parties. Upon agreement of the parties, such SOP may be changed, amended and modified from time to time as circumstances warrant.

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 and/or approve services 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 and manage their vendors and shall monitor activities in the Co-Location 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 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 Ciesson gciesson@bellevuewa.gov, unless otherwise designated.

5.0 Data Center Co-Location Services:

The Co-Location Space (also known as MEC-02, Data Center 2 and Room 7W-114) is a shared facility among Bellevue, NORCOM, and the Eastside Public Safety Communications Agency (EPSCA). Bellevue owns the Co-Location

Space 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 Co-Location 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 Co-Location 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 e-mail 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 shall 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 space formerly occupied by the Eastside Communications Center as shown in Attachment B. NORCOM shall 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 days shall 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
- Telephone Services

C. General Provisions

1. Termination:

A. Termination of Services

- I. Network services and maintenance provided under this Agreement may be terminated by NORCOM upon sixty (60) days written notice. The next quarterly invoice shall prorate fees to the nearest month of the service termination and subsequent invoices and required payments shall be adjusted accordingly.
- II. Bellevue may terminate the provision of services under 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 that an undisputed invoice is received by NORCOM from Bellevue.

B. Termination of Co-Location Services

Co-Location Services under this Agreement may only be terminated in accordance with the termination provisions in Article 13 of the Lease between the parties. Upon such termination, NORCOM must remove its Equipment from the Co-Location Space pursuant to Section 12.2. (Trade Fixtures and Personal Property) of the Lease.

C. Termination for Breach

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 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

Bellevue
NORCOM

Network Services Agreement

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:

Minimum Insurance

- (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. 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.

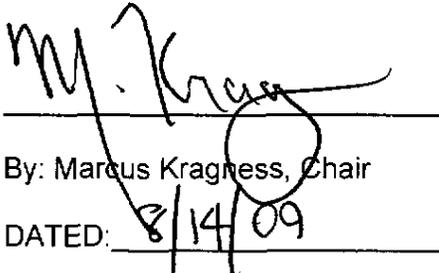
IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed on the later date hereinafter written.

City of Bellevue:
450 110th Avenue NE
Bellevue, WA 98004


By: RICK BERMAN, COO

DATED: 9/24/09

NORCOM:
PO Box 50911
Bellevue, WA 98015-0911


By: Marcus Kragness, Chair

DATED: 8/14/09

APPROVED AS TO FORM:

James J. Powell
~~By:~~ *Assistant City Attorney*

Dated: _____

APPROVED AS TO FORM:

Rod Kaseguma

By: Rod Kaseguma

Dated: *8/19/09*

ATTACHMENT A

NORCOM Network Services Costs

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

<u>Service</u>	<u>Monthly Cost</u>
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 Co-Location	\$5,117
Total Monthly Cost	\$ 25,717
Total Quarterly Cost	\$ 77,151
Total Annual Cost	\$ 308,604

Fees will be invoiced quarterly and will reflect any adjustments to services agreed to 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:

<u>Service</u>	<u>Hourly Cost</u>
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
Monthly Telephone Services (per line)	\$ 37.00

ATTACHMENT C

City of Bellevue Self-Insurance



Post Office Box 90012 • Bellevue, Washington • 98009 9012

May 22, 2009

Chris Fischer, Executive Director
NORCOM
PO Box 50911
Bellevue, WA 98015

RE: Agreement for Services between NORCOM and the City of Bellevue for Network Service and Maintenance – Written Acknowledgement of City of Bellevue Self-Insurance

Dear Ms. Fischer:

In compliance with the terms and conditions of the above-named agreement, please be advised that the City of Bellevue is a municipal corporation that fully self-insures its general, auto and professional liability loss exposures under the provisions of Chapter 48.62 Revised Code of Washington (RCW). The City of Bellevue is also self-insured employer for workers' compensation claims.

Questions regarding the City's insurance program can be referred to the Risk Management Office at (425) 452-2746.

Sincerely,

A handwritten signature in cursive script that reads "Joanne Nicolai".

Joanne Nicolai
Risk Manager

cc: Chelo Picardal

City Attorney's Office • Risk Management Division
(425) 452-2746 • FAX (425) 452-7256
Located at 450 110th Avenue NE • City Hall • Fourth Floor

ORIGINAL

2190-RES
8/26/2009

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7969

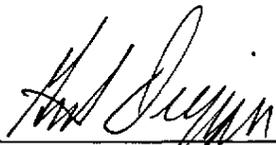
A RESOLUTION authorizing the execution of a Network Service and Maintenance Agreement with the North East King County Regional Public Safety Communications Agency (NORCOM), in which the City of Bellevue will provide network and data center collocation services for the support of NORCOM's regional communications center.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute a Network Service and Maintenance Agreement with the North East King County Regional Public Safety Communications Agency (NORCOM), in which the City of Bellevue will provide network and data center collocation services for the support of NORCOM's regional communications center, a copy of which Network Service and Maintenance Agreement has been given Clerk's Receiving No. 45001.

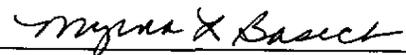
Passed by the City Council this 8th day of September, 2009, and signed in authentication of its passage this 8th day of September, 2009.

(SEAL)



Grant S. Degginger, Mayor

Attest:



Myrna L. Basich, City Clerk

RESOLUTION 7969

page 2

item 8 (c.)

Agenda

City Council

Regular Session

p. 1 of 6

TUESDAY
September 8, 2009

8:00 – 10:00 p.m.
Council Chambers (1E-126)

Page

1. Call to Order
2. Roll Call, Flag Salute
3. Communications: Written and Oral

Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.

4. Reports of Community Council, Boards and Commissions
5. Report of the City Manager
6. Council Business and New Initiatives
7. Approval of the Agenda
8. Consent Calendar

City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance. Assisted Listening Devices are also available upon request.



City of Bellevue

- (a) Minutes of June 29, 2009 Special Meeting 8a-1
 Minutes of July 20, 2009 Study Session
 Minutes of July 20, 2009 Regular Session
 Minutes of July 27, 2009 Extended Study Session
 Minutes of August 3, 2009 Study Session
 Minutes of August 3, 2009 Regular Session

- (b) Resolution No. 7968 authorizing execution of a three-year professional services contract on behalf of the Regional Fire Recruitment Consortium for which Bellevue functions as lead agency, with Public Safety Testing, Inc., in an amount not to exceed \$81,000, to perform entry-level firefighter recruit testing. FIRE 8-1

- * * (c) Resolution No. 7969 authorizing execution of a Network Service and Maintenance Agreement with the North East King County Regional Public Safety Communications Agency (NORCOM) for the provision of network and data center collocation services for the support of NORCOM's regional communications center. ITD 8-7

- (d) Resolution No. 7970 authorizing execution of an agreement with the Bellevue School District regarding City scheduling of sportsfields on District property. PARK 8-13

- (e) Resolution No. 7971 authorizing granting a Non-Exclusive Easement within a portion of the Northtowne Neighborhood Park to Puget Sound Energy, Inc. ("PSE") to install underground powerlines. PARK 8-19

- (f) Motion to award Bid No. 9234 to A-1 Landscaping and Construction, Inc., in the amount of \$889,140.00, as the lowest responsible bidder, to complete synthetic sportsfield improvements at Wilburton Hill Park (CIP Project P-AD-81). PARK 8-25

(This is a Parks Levy Implementation project.)

- (g) Ordinance No. 5899 authorizing execution of Amendment Nos. 5 and 6 to the State of Washington, PARK 8-29

Recreation and Conservation Office (RCO) 2006 Grant Project Agreement to : 1) extend the grant to June 30, 2011 (Amendment No. 5); 2) increase the grant by \$221,111.11 to further fund the Henrichs and Kim property acquisitions (Amendment No. 6); and 3) amend the 2009-2010 General CIP Fund budget to increase by \$221,111.11 and amend the General CIP Plan Project P-AD-15 to increase the project budget by \$221,111.11.

- | | | | |
|-----|---|------|-------------|
| (h) | Ordinance No. 5900 authorizing execution of an Interagency Agreement with the Seattle Police Department of up to \$96,935 for the Bureau of Justice Assistance FY09 Recovery Act: Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation (ARRA); amending the 2009-2010 budget of the Operating Grants, Donations, and Special Reserves Fund in the amount of \$96, 935; and authorizing expenditures from said fund. | POL | <u>8-41</u> |
| (i) | Ordinance No. 5901 authorizing execution: 1) of a grant agreement with the Washington State Department of Transportation (WSDOT) to accept up to \$192,500 in state Safe Routes to School funding; 2) amendment of the 2009-2010 General CIP fund to increase the appropriation by \$192,500 in grant funds; and 3) amendment of the 2009-2015 Capital Investment Program (CIP) Plan to increase the project budget for the 152 nd Avenue SE and SE 45 th Street/SE 46 th Street to Newport Way by \$192,500 (CIP Plan No. PW-W/B-74). | TRAN | <u>8-49</u> |
| (j) | Ordinance No. 5902 authorizing execution: 1) amendment of the 2009-2010 General CIP fund to increase the appropriation by \$366,095 to reflect receipt of a developer contribution; and 2) amendment of the 2009-2015 CIP Plan to increase the project budget for the Signal Warrant/Safety Program by \$366,095 (CIP Plan No. PW-I-84); and | TRAN | <u>8-57</u> |

Motion to award Bid No. 9110, 148th Avenue SE and SE 24th Street Traffic Signal Upgrade and Audible

Pedestrian System Upgrades as part of the Signal Warrant/Safety Program (CIP Plan N. PW-I-84) and Pedestrian Facilities Compliance Program (CIP Plan No. PW-W/B-49), to Oceanside Construction, Inc. in the amount of \$306,365.00, as the lowest responsible and responsive bidder.

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|--|------|-------------|
| (k) Motion to award Bid No. 9242, Pedestrian Wayfinding Kiosks to Express Construction, in the amount of \$73,695.20, as the lowest responsible and responsive bidder, for the fabrication and installation of five new pedestrian wayfinding kiosks in downtown Bellevue funded through proceeds of a Federal Transportation Enhancements grant. | TRAN | <u>8-69</u> |
| (l) Resolution No. 7972 certifying the Emergency Declaration of the City Manager for construction of emergency public works to address water main breaks along SE 42 nd Street in the vicinity of 146 th Avenue SE. | UTIL | <u>8-73</u> |
| (m) Resolution No. 7973 authorizing execution of an amendment to the Software Maintenance Agreement (Addendum D of the System Purchase Agreement) with Advanced Utility Systems Corporation for the Utility Billing Customer Information System, in amounts not to exceed \$12,000 in 2009 and \$12,000 in 2010, to provide a limited amount of consulting and programming services. | UTIL | <u>8-83</u> |
| (n) Resolution No. 7974 authorizing execution of a contract with Cascade Supply Net, LLC, in an amount not to exceed \$420,994, for the purchase of an Emergency Portable Water Main Pipeline System utilizing Urban Area Security Initiative (UASI) sub-grant funds. | UTIL | <u>8-87</u> |
| (o) Resolution No. 7975 authorizing execution of a professional services agreement with S&B Incorporated for Phase IV of the Wastewater Telemetry Upgrade project, in an amount not to exceed \$320,000, for engineering and system | UTIL | <u>8-95</u> |

integration services (CIP Plan No. S-57).

- | | | |
|--|--------------|---------------------|
| <p>(p) Ordinance No. 5903 authorizing execution of Amendment No. 1 to the interlocal agreement with Seattle-King County Department of Public Health (DOH) to accept grant reimbursement funds of up to \$58,282.77 to implement hazardous waste prevention and education programs in accordance with the Local Hazardous Waste Management Plan (LHWMP); establishing a project within the Operating Grants, Donations and Special Reserves Fund; appropriating unanticipated and future revenues to that fund; and authorizing expenditures of said grant funds.</p> | <p>UTIL</p> | <p><u>8-101</u></p> |
| <p>(q) Ordinance No. 5904 authorizing: 1) amendment of the 2009-2010 General CIP Fund to increase the appropriation by \$5,450,000; 2) amendment of the 2009-2015 Capital Investment Program (CIP) Plan to create a new CIP project entitled Bel-Red Land Acquisition (CIP Plan No. G-81) with a project budget of \$6,500,000; 3) transfer of budget totaling \$2,350,000 from an existing CIP project to fund G-81, Bel-Red Land Acquisition; 4) increase the project budget for CIP Interest and Interim Financing Expense (CIP Plan No. G-53) by \$1,300,000; and, 5) establish an effective date.</p> | <p>CIVIC</p> | <p><u>8-111</u></p> |
| <p>(r) Motion to approve payment of claims for the period August 1, 2009 through September 4, 2009 and payroll for the period July 16, 2009 through August 15, 2009.</p> | <p>FIN</p> | <p><u>8-121</u></p> |
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9. Public Hearings
 10. Land Use
 11. Other Ordinances, Resolutions and Motions
 12. Unfinished Business
 13. Continued Oral Communications
 14. New Business

15. Executive Session
16. Adjournment

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 7969 authorizing execution of a Network Service and Maintenance Agreement with North East King County Regional Public Safety Communication Agency (NORCOM) for the provision of network and data center collocation services supporting NORCOM's regional communications center.

FISCAL IMPACT

The North East King County Regional Public Safety Communication Agency (NORCOM) will pay the City of Bellevue an annual payment of \$61,404 for data center leasing to be paid in quarterly payments of \$15,351, for the seven-year term of the agreement. The annual payments will 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. This revenue was budgeted in the Information Technology Fund for the 2009-2010 biennium and off-sets any additional expenses and overhead for maintaining data center space.

Additionally, NORCOM will pay the City \$247,560 annually for interim support functions designed to assist in the smooth transition of technology services from the City to NORCOM. During this interim period, 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 payments. It is the intent of NORCOM to reduce these support functions over time to a point where they are no longer needed. If these services are still in place beyond the first year, they will be increased annually on July 1 as previously stated. Additional revenue was also budgeted in the Information Technology Fund for the 2009-2010 biennium and off-sets any additional expenses and overhead for providing these support services.

The total value of this contract for the first year, assuming no deletion of services by NORCOM, is \$308,964.

STAFF CONTACT

Toni Cramer, Chief Information Officer, 452-2972
Chelo Picardal, Chief Technology Officer 452-6106
Information Technology Department

POLICY CONSIDERATION

Should the City enter into an agreement with NORCOM to provide data center collocation services and network services?

BACKGROUND

In October 2007, Council adopted Resolution No. 7630 authorizing execution of an Interlocal Agreement to form the North East King County Regional Public Safety Communication Agency (NORCOM). NORCOM was formed in November, 2007. NORCOM began operations July 1, 2009.

On May 4, 2009, Council approved Resolution No. 7907 authorizing execution of a seven-year lease agreement with NORCOM for space within City Hall for the purpose of operating a regional communications center. This lease did not cover data center leasing. The Network Service and Maintenance Agreement runs concurrent with the seven-year term of NORCOM's lease.

NORCOM's communications center space on the 7th floor of City Hall was designed as a public safety communications system that was a fully integrated part of Bellevue's technology infrastructure in City Hall. It cannot be separated as a stand-alone public safety infrastructure that is disconnected from Bellevue and then transferred to NORCOM. Therefore, pursuant to the current lease between Bellevue and NORCOM, it is necessary for the City's Information Technology Department to contract with NORCOM to provide data center collocation services and network services for the existing Eastside Communications Public Safety systems served by Bellevue's network until NORCOM can replace and decommission those systems.

OPTIONS

1. Adopt Resolution No. 7969 authorizing execution of a Network Service and Maintenance Agreement with NORCOM for the provision of network and data center collocation services supporting NORCOM's regional communications center.
2. Do not adopt Resolution No. 7969 and provide alternative direction to staff.

RECOMMENDATION

Staff recommends Option 1: Adopt Resolution No. 7969 authorizing execution of a Network Service and Maintenance Agreement with NORCOM for the provision of network and data center collocation services supporting NORCOM's regional communications center.

MOTION

Move to adopt Resolution No. 7969 authorizing execution of a Network Service and Maintenance Agreement with NORCOM for the provision of network and data center collocation services supporting NORCOM's regional communications center.

EFFECTIVE DATE

If adopted by Council, this Resolution will become effective immediately. The Network Service and Maintenance Agreement will be effective on the date it is executed by both parties to the Agreement.

ATTACHMENTS

Proposed Resolution No. 7969

AVAILABLE IN COUNCIL OFFICE

NORCOM Network Service and Maintenance Agreement

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7969

A RESOLUTION authorizing the execution of a Network Service and Maintenance Agreement with the North East King County Regional Public Safety Communications Agency (NORCOM), in which the City of Bellevue will provide network and data center collocation services for the support of NORCOM's regional communications center.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

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Passed by the City Council this _____ day of _____, 2009, and signed in authentication of its passage this _____ day of _____, 2009.

(SEAL)

Grant S. Degginger, Mayor

Attest:

Myrna L. Basich, City Clerk



CR# 45001 Date: 09.25.09 Loc: 09.021 PO #: 910894-000
 Res 7969

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

Contract Routing Form

Current Contract Information:

Contract Title: Network Service & Maintenance Agreement	Department: Information Technology - 558
Contract Description: Network Service & Maintenance agreement b/w COB & NORCOM	Contract Manager: Jim Rawley
Total Contract Value: \$308,604/yr + add'l services	Contract Type: Other
This Amendment Value: N/A	Contract Form: Custom contract document
	Budget Expenditure: Revenue

Maximo User: No

Vendor Information:

Is this a new vendor? No	Tax ID #: n/a
Vendor Name: NORCOM	COB License #: n/a
JDE Vendor Number: 104754	UBI #: n/a
Is this vendor an independent contractor?	Contractor's License #: n/a

Contract Terms:

Original Effective Date: 07/01/2009 **End Date:** 06/30/2016 **Subject To:** No Renewal

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? Yes
Council Award Date: 9/8/2009 **Council Action:** Resolution **Legislative #:** 7969

Route:

	In	Out
Contracting Services: <u>James Robinson</u>	<u>9/10/09</u>	<u>9/14/09</u>
Information Technology: <u>[Signature]</u>	<u>9/9/09</u>	<u>9/9/09</u>
Legal: <u>[Signature]</u>		
Insurance Reviewed By: <u>[Signature]</u>	<u>9/23/09</u>	<u>9/23/09</u>
Department Director: <u>[Signature]</u>	<u>9/24/09</u>	<u>9/24/09</u>
Contracting Services: <u>[Signature]</u>	<u>9/24/09</u>	<u>9/25/09</u>
Return To: <u>Bev Ni</u>		
City Clerk's Office: <u>Chaugen</u>	<u>09.25.09</u>	<u>09.25.09</u>

Insee for NORCOM is current til Jan 2010