

## AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is entered into by and among the CITY OF BELLEVUE ("Bellevue"), the CITY OF MERCER ISLAND ("Mercer Island"), the CITY OF KIRKLAND ("Kirkland"), and the CITY OF REDMOND ("Redmond") and the NORTHEAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATION AGENCY ("NORCOM", and together, the "Parties").

WHEREAS, NORCOM has agreed to manage the administrative tasks associated with the procurement of licensing, to hold the software licensing and to manage the maintenance of International Business Machines Corporation ("IBM") Company of Design's iBase application for use by Bellevue, Mercer Island, Kirkland, and Redmond (the "Participating Agencies" and each a "Participating Agency") through the 3<sup>rd</sup> part IBM vendor "Blue Light, LLC"; and

WHEREAS, NORCOM has agreed to provide software, storage and hosting of the application and connectivity to the application for the Participating Agencies as provided herein; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties do agree as follows:

Section 1. Agreement of the Parties. NORCOM agrees to manage the administrative tasks associated with procuring and managing licensing and annual maintenance of iBase for the Participating Agencies. NORCOM further agrees to provide technical management and hosting of the iBase application and system administration and backup of data. NORCOM shall provide on an annual basis, or as requested, the costs of associated software licenses, maintenance, and ongoing use as identified in the recitals of this Agreement allocable to Participating Agencies. Each Participating Agency agrees to pay, or cause to be paid, such costs at the time of the annual maintenance period billing cycle as defined in Exhibit A.

Section 2. Notice. The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Parties. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other Parties:

|         |                                                   |
|---------|---------------------------------------------------|
| NORCOM: | IT Director<br>PO Box 50911<br>Bellevue, WA 98015 |
|---------|---------------------------------------------------|

|           |        |
|-----------|--------|
| BELLEVUE: | [Name] |
|-----------|--------|

[Address]

MERCER ISLAND: [Name]  
[Address]

KIRKLAND: [Name]  
[Address]

REDMOND: [Name]  
[Address]

Section 3. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this MOU shall be valid or effective unless made in writing and executed by the Parties hereto.

Section 4 Prior Acts. All acts taken by the Parties concerning the initial purchase and consolidation of the iBase software licenses hereto but prior to the effective date of this Agreement are hereby ratified and confirmed.

Section 5. Duration. This Agreement shall take effect on \_\_\_\_\_ (the “Effective Date”) and shall remain in effect for five years from the Effective Date. Any Party may terminate its participation in this Agreement by providing at least 180 days written notice to NORCOM prior to the end of the annual maintenance billing period. Any Party may terminate this Agreement at any time prior to the Effective Date by giving written notice to NORCOM.

Section 6. Miscellaneous.

(a) *Equal Opportunity.* No Party to this Agreement shall discriminate against any person based on any ground prohibited under federal, state or local law including race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 et seq.) in connection with this Agreement.

(b) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises under the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

(c) *Attorney’s Fees.* In any claim or lawsuit for damages arising from the Parties’ performance of this Agreement, each Party shall be responsible for payment of its own legal costs

and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the each Parties' right to indemnification under this Agreement.

(d) *Non-Waiver of Breach.* The failure of any Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

(e) *Severability.* If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

(f) *No Joint Venture or Partnership.* No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.

(g) *Compliance with all Laws.* The Parties hereto shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.

(h) *Entire Agreement.* This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.

(i) *Assignment.* The Parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of NORCOM.

(j) *Continuation of Performance.* In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if a Participating Agency fails to pay for the services provided by NORCOM under this Agreement, NORCOM can cease providing such services until payment is made.

(k) *Prior Acts.* All acts taken by the Parties hereto but prior to the effective date of this Agreement are hereby ratified and confirmed.

Section 7. Indemnity. Each Participating Agency shall protect, defend, indemnify and save harmless NORCOM, its successors and assigns together with its officers, directors, employees, and agents only from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively "Claims") which they may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation or non-performance by such Participating Agency of any obligation contained in this Agreement, including its addenda, to be observed or performed by such Participating Agency, or any wrongful act or negligence of such Participating

Agency or its agents or employees which relates to this Agreement, including its addenda, howsoever arising. For this purpose, each Participating Agency, 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 of the Revised Code of Washington. In the event NORCOM incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the Participating Agency.

NORCOM shall protect, defend, indemnify and save harmless each Participating Agency, its successors and assigns together with its officers, directors, employees, and agents only from and against any and all Claims which they may incur or suffer or be put to by reason of or in connection with or arising solely from any breach, violation or non-performance by NORCOM of any obligation contained in this Agreement, including its addenda, to be observed or performed by NORCOM or any wrongful act or negligence of NORCOM or its agents or employees which relates to this Agreement, including its addenda (and subject to the Software License Agreement), howsoever arising. For this purpose, NORCOM, by mutual negotiation, hereby waives, as respects the Participating Agencies only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event a Participating Agency incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from NORCOM.

Section 8      Execution. This Agreement shall be executed the Parties hereto by their duly authorized representative. The Parties hereto represent and warrant that they are authorized to enter into this Agreement in its entirety, and duly bind their respective city by their signatures below. This Agreement may be executed in one or more counterparts. This Agreement shall be dated as of \_\_\_\_\_, 2018.

[Signature Page Follows]

Signature Page to Agreement for Services dated as of \_\_\_\_\_, 2018.

[signature blocks will be added]

## **EXHIBIT A**

### **LICENSING/MAINTENANCE PAYMENT STRUCTURE**

Each Participating Agency shall pay pro-rated share of licensing fees based on the total number of “concurrent licenses” shared.

Each Participating Agency shall pay for a portion of the total maintenance cost, allocated to each agency based on all Participating Agencies.

In the event a non-participating agency wishes to participate, the joining agency shall pay the appropriate licensing fee based on the proportionate share total. The first annual maintenance cost shall be pro-rated for the remainder of the annual maintenance period and those funds shall be reimbursed to each participating agency based on their prorated reduction in share.

In the event a Participating Agency wishes to withdraw from the Agreement, said agency shall notify NORCOM of their intent to withdraw not less than 180 days prior to the end of the annual maintenance billing period.

Exhibit B



**Blue Light, LLC**

1876 Bureau Drive  
Fayetteville, NC 28312  
FEIN: 81-1518645

QUOTE

DATE: May 25, 2018

**Bill To:**

Bellevue Police Administration  
Attn: Shawna Gibson  
450 110TH AVE NE  
Bellevue, WA 98004  
Phone: (425) 452-5261  
Email: [Sgibson@bellevuewa.gov](mailto:Sgibson@bellevuewa.gov)

Terms: Net 30

| DESCRIPTION                                                                                                                |                         | AMOUNT |           |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------|--------|-----------|
|                                                                                                                            | <u>Qty</u> <u>Price</u> |        |           |
| IBM i2 iBase Designer<br>Concurrent User<br>12 Months Subscription & Support<br>Part # D0PR4LL                             | 1   \$10,455.00         | \$     | 10,455.00 |
| IBM i2 iBase User<br>Concurrent User<br>12 Months Subscription & Support<br>Part # D0PR2LL                                 | 4   \$3,842.00          | \$     | 15,368.00 |
| Blue Light iBase Designer and User onsite class – 5-days<br>(up to 10 students) plus instructor Travel & Expenses (actual) |                         | \$     | 12,000.00 |
| Expiration Date: June 29, 2018                                                                                             |                         |        |           |
| Site ID: 3442501                                                                                                           |                         |        |           |
| <b>TOTAL</b>                                                                                                               |                         | \$     | 37,823.00 |

**POC for Invoice Information:**

[Blue Light @ 919-436-4170](tel:9194364170)

[Sales@bluelightllc.com](mailto:Sales@bluelightllc.com)

THANK YOU FOR YOUR BUSINESS

**EXHIBIT C**  
**FEE STRUCTURE**