**Contract Face Sheet**

| Document Type: | ✓ Contract | □ Franchise Agreement |
|               |           | □ Right of Way Use Agreement |
|               | ☐ MOU     | □ Lien |
|               | ☒ Interlocal Agreement | □ Correspondence |
|               | ☐ Notice of Acceptance | □ Collective Bargaining Agreement |
|               | ☐ Retainage | |

| Status:       | ☐ New     | ☐ Renewal |
|               | ☒ Amendment #1 | ☐ Cancellation |
|               | ☐ Change Order | |

| *Vendor Name: | City of Kirkland |
| *JDE PO Number: | 810760 - 001 |
| *Effective Date: | 07/01/2008 |
| *Termination Date: | 02/28/2010 |
| Amendment Effective Date: | 07/01/2009 |
| *Clerk's Receiving Number: | 44572 |
| Related Receiving Number: | 43279 (08.41U) |
| Bid/RFP/RFQ/ITQ Number: | |
| Ordinance Number: | |
| Resolution Number: | |
| CIP Number: | |
| Project Name: | Colocation services and space |
| Site Name: | |
| Vendor Number: | 34625 |

**File Location:**

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

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Face Sheet Date: 04:30:2009 C JDE C
Scan Index Date: 06:30:09 MT ECM
**City of Bellevue**  
Finance Department - Contracting Services  
450 110th Ave. NE. Bellevue, WA 98004

**Contract Routing Form**

**Current Contract Information:**

- **Contract Title:** Kirkland Colocation Amendment 1  
- **Contract Description:** Amendment 1 to extend contract coverage period  
- **Total Contract Value:** N/A  
- **This Amendment Value:** N/A  
- **Department:** Information Technology - 558  
- **Contract Manager:** Chelo Picardal  
- **Contract Type:** Other  
- **Contract Form:** Custom contract document  
- **Budget Expenditure:** Revenue

**Vendor Information:**

- **Is this a new vendor?** No  
- **Vendor Name:** City of Kirkland  
- **JDE Vendor Number:** 34625  
- **Is this vendor an independent contractor?** Yes  
- **Tax ID #:** n/a  
- **COB License #:** n/a  
- **UBI #:** n/a  
- **Contractor's License #:** n/a

**Contract Terms:**

- **Original Effective Date:** 07/01/2008  
- **End Date:** 02/28/2010  
- **Subject To:** No Renewal

**Related Contract Information:**

- **Is this an amendment/change order/renewal?** Yes  
- **Amendment #:** 1  
- **Amendment Effective Date:** 7/1/2009  
- **Original Contract Value:** N/A  
- **Total value of Previous Change Orders:** N/A

**Council Approval:**

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

**Route:**

- **Contracting Services:**  
  - **In:** 6/24/09  
  - **Out:** 6/24/09
- **Information Technology:**  
  - **In:** 6/23/09  
  - **Out:** 6/23/09
- **Legal:**  
  - **In:** 6/24/09  
  - **Out:** 6/25/09
- **Insurance Reviewed By:**  
  - **In:** 6/24/09  
  - **Out:** 6/24/09
- **Department Director:**  
  - **In:** 6/26/09  
  - **Out:** 6/26/09
- **Contracting Services:**  
  - **In:** 6/26/09  
  - **Out:** 6/29/09
- **Return To:** Bev Ni  
  - **Date:** 6/30/09
- **City Clerk's Office:**  
  - **Date:** 6/30/09
**Budget Information:**

<table>
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<tr>
<th>Line #</th>
<th>Description</th>
<th>GL Date</th>
<th>Account #</th>
<th>Subtotal</th>
<th>Tax</th>
<th>Total</th>
</tr>
</thead>
</table>

**Additional Comments:**
Amendment One
Colocation Agreement
Original Purchase Order No. 810760

The City of Bellevue and City of Kirkland having entered into a contract under City Clerk’s File No. 043279, dated July 1, 2008 now, in consideration of the mutual promises herein state, agree to modification of the aforementioned contract.

The contract shall be amended to reflect an expiration date of February 28, 2010.

All other terms and conditions of this contract shall remain the same.

Executed this 30th day of June, 2009.

City of Kirkland
By: Bradda Cooper
   Donna Gau
   Chief Information Officer

City of Bellevue
By: Rick Berman
   Chief Operations Officer
   Information Technology Department

Approved as to form:
By: Jerome Y. Roche
    Assistant City Attorney
email or phone. In the event of unscheduled or emergency activity, Bellevue shall make every effort to minimize the impact on Customer's Equipment.

7. Insurance.

Throughout the term of this Agreement, and any subsequent renewals, Customer shall meet or exceed the Bellevue's insurance requirements. Customer's insurance information demonstrating compliance with Bellevue's requirements is provided in Attachment B, which is hereby incorporated by reference into this Agreement as if fully set forth. Customer shall also be responsible for insuring all Customer Equipment.

8. Transfer.

Customer may not assign or transfer this Agreement, in whole or in part, without the prior written consent of Bellevue.


A. Customer shall protect, defend, indemnify, and save harmless Bellevue, its officers, agents and employees acting in their official capacity or course of employment, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Customer, its officers, employers and/or agents pursuant to this Agreement. Customer agrees that its obligations under this subparagraph extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, Customer 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 reasonable attorney's fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Customer.

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

10. General.

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby.
ATTACHMENT “B”

INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Insurance

1. Commercial General Liability coverage with limits not less than $1,000,000 per occurrence / $2,000,000 annual aggregate,

2. Stop Gap/Employers Liability coverage with limits not less than $1,000,000 per accident/disease,

3. Business Automobile Liability coverage with limits not less than $1,000,000 per accident for any auto,

4. Workers’ Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

B. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City.

C. Other Provisions

Commercial General Liability policies shall be endorsed to:

1. Include the City, its officials, employees and volunteers as additional insureds,

2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City,

3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days’ written notice has been given to the City.

D. Acceptability of Insurers

Insurance shall be placed with insurers with a rating acceptable to the City.

E. Verification of Coverage

Contractor shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

Contractor shall require subcontractors to provide coverage which complies with the requirements stated herein.

Approved as to form:

Deputy City Attorney
WA cities
Insurance Authority

25-Jun-08

City of Bellevue
Attn: Chelo Picardal, IT Department
450 110th Avenue NE
Bellevue, WA 98004

RE: City of Kirkland
Data Center Colocation Agreement

Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 123 municipal corporations in the State of Washington.

WCIA has at least $1 million per occurrence combined single limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

WCIA is an Interlocal Agreement among municipalities and liability is completely self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an "additional insured".

Sincerely,

[Signature]
Eric B. Larson
Deputy Director

cc: Kathy Joyner
IT Department, City of Kirkland