

EMERGENCY FIRE AND MEDICAL COMMUNICATION SERVICES**SUBSCRIBER AGREEMENT**

This Agreement, which hereby incorporates by reference Attachment A is made and entered into by and between the North East King County Regional Public Safety Communications Agency, a nonprofit corporation of the State of Washington, hereinafter referred to as NORCOM, and the City of Redmond, hereinafter referred to as Subscriber Agency.

WITNESSETH:

WHEREAS, NORCOM became operational on July 1, 2009, to provide emergency fire and medical communication services to Northeast King County public safety agencies

WHEREAS the City of Redmond as a Subscriber Agency wishes to extend its current subscriber agreement beyond the current expiration date of December 31, 2009 (with possible extension to December 31, 2010),

WHEREAS, this Agreement is specifically authorized by the Interlocal Cooperation Act set forth in chapter 39.34 of the Revised Code of Washington; now, therefore

IN CONSIDERATION of the promises and agreements herein contained, and subject to the terms and conditions hereinafter set forth, it is hereby mutually understood and agreed by the parties hereto as follows:

1. Scope of Work. NORCOM shall provide emergency fire and medical communication services to the Principals and Subscriber Agencies of NORCOM. This work includes:

- a. Receiving emergency and routine calls for emergency fire and medical services; and
- b. Directing a response to said calls by either dispatching the appropriate emergency fire or medical unit or forwarding of the call to the appropriate agency for response; and
- c. Providing on-going communication support to emergency personnel in the field; and
- d. Updating, maintaining and managing the radio communication systems, computer systems, support files and resource materials necessary to

accomplish the above, especially as regards the implementation of new technology for fire dispatch services; and

e. Development of performance standards for the communications center.

2. Joint Operating Board and Fire/EMS Service Board. The Subscriber Agency shall have a representative on the Joint Operating Board and Fire/EMS Service Board consistent with the terms established in Section 7 of the North East King County Regional Public Safety Communications Agency Interlocal Agreement.

3. Communications - Fire Annual Service Fee. The Subscriber Agency shall pay a Fire Annual Service Fee to NORCOM for services, which shall be based upon the User Fee Formula established in Section 12 and Appendix A-1 of the North East King County Regional Public Safety Communications Agency Interlocal Agreement, copy attached as Attachment A.

4. Payment Terms. The Fire Annual User Fee shall be payable consistent with the terms of Section 12 of the North East King County Regional Public Safety Communications Agency Interlocal Agreement.

5. Notification to Subscriber Agency Regarding NORCOM Budget and Communications - Fire Annual User Fee Change. The notification of the Subscriber Agency regarding the NORCOM budget and user fee shall be consistent with Section 12 of the North East King County Regional Public Safety Communications Agency Interlocal Agreement, and the calendar for each year's budget, if any, adopted by the Governing Board.

6. Withdrawal by or Termination of Subscriber. Requirements for notice and conditions for termination and/or withdrawal of the Subscriber Agency shall be as established by Section 19 of the North East King County Regional Public Safety Communications Agency Interlocal Agreement.

7. Contract Term and Renewal. The term of this Agreement shall be from January 1, 2010, through December 31, 2013. This Agreement may be extended by the parties through

December 31, 2014 by executing a written supplemental agreement signed by both parties hereto.

8. Assignment. No assignment or other transfer of any right or obligation under this Agreement shall be made by either party, and any attempt to so assign or transfer such right or obligation shall be a breach of this Agreement and the assignment shall be of no effect.

9. Hold Harmless. The Subscriber Agency shall protect, defend, indemnify and save NORCOM, its officers, employees and agents harmless 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 the Subscriber Agency, its officers, employees or agents.

NORCOM shall protect, defend, indemnify and save the Subscriber Agency, its officers, employees and agents harmless 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.

In the event of liability for damages arising out of bodily injury or death to persons or damage to property caused by or resulting from the concurrent negligence of both parties, each party's liability hereunder shall be only to the extent of each party's own negligence.

NORCOM and Subscriber Agency each agree that its respective obligation under this section extends to any claim, demand or cause of action brought by or on behalf of any of its employees. For this purpose, NORCOM and Subscriber Agency, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claim, demand or cause of action under the Industrial Insurance provisions of Title 51 RCW.

The provisions of this section shall survive the expiration of this Agreement.

10. Agreement. This Agreement together with Attachment A, which is hereby incorporated by reference as if fully set forth herein, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by the authorized representatives of both parties hereto.

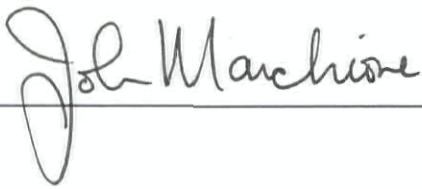
11. Effective Date. This Agreement shall take effect on January 1, 2010.

IN WITNESS whereof, the parties acting in their official capacities have hereby executed this Agreement by affixing thereto the signatures of the proper officers on the dates below indicated.

NORCOM

REDMOND

By 
Its Chair
Board Chair

By 
Its _____
Mayor

Date: 11/13/09

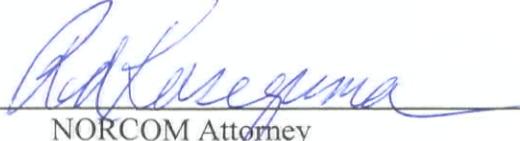
Date: 12/7/09

By 
Its Exec Director

Date: 11-23-09

APPROVED AS TO FORM:

APPROVED AS TO FORM:


NORCOM Attorney


City Attorney