

## EMERGENCY FIRE AND MEDICAL COMMUNICATION SERVICES

### AGREEMENT DURING TRANSITION PERIOD

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 is in a transition period during which it is developing an Emergency Communication Center that will be capable of providing service to the geographical area of the Subscriber Agency; and

WHEREAS, substantial development work has occurred in an effort to determine a Transitional Communications – Fire Annual Service Fee which is equitable to both parties; and

WHEREAS, the method for determining the Transitional Communications - Fire Annual Service Fee is acknowledged by both parties to be fair and equitable; and

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. During this transitional period, NORCOM shall work towards developing the capacity to furnish emergency fire and medical communication services to the Principals and Subscriber Agencies of NORCOM. This transitional work includes:
  - a. Development of capacity for receiving emergency and routine calls for emergency fire and medical services; and
  - b. Development of capacity for 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. Development of capacity for providing on-going communication support to emergency personnel in the field; and

- d. Development of capacity for updating, maintaining and managing the radio communication systems, computer systems, support files and resource materials necessary to accomplish the above; 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 Transitional Communications - 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.

4. Payment Terms. The Transitional Communications - 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 revised calendar for the 2009 budget adopted by the Governing Board at the February 8, 2008 Governing Board meeting and attached as Attachment A.

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 March 5, 2008, through December 31, 2009 or through the completion of the transition period, whichever is earlier. The agreement may be extended through December 31, 2010 to cover the initial operations period 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.

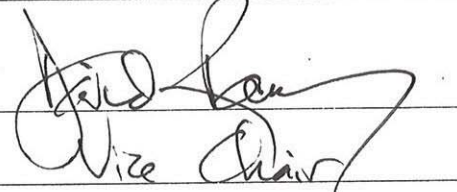
11. Effective Date. This Agreement shall take effect on March 5, 2008.

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

By   
Its \_\_\_\_\_  
Board Chair

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

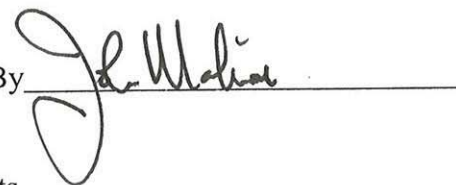
By   
Its \_\_\_\_\_  
Vice Chair

Date: 4/22/08

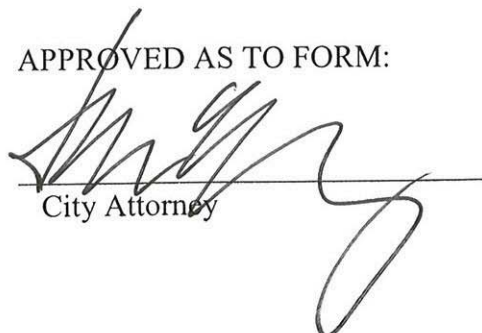
APPROVED AS TO FORM:

  
NORCOM Attorney

REDMOND

By   
Its \_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:  
  
City Attorney

## *Attachment A*

### **2009 NORCOM Budget Timeline** *(items in italics relate to 2008 budget)*

#### **FEBRUARY**

*Present Reprioritized 2008 Transition Operations Budget to Gov. Bd.* February 8  
Update Business Plan Projections for 2009 Operating Costs February-March

#### **MARCH**

*Present Revised 2008 Technology Budget to Governing Board* March 14  
Decision on Effective Date of NORCOM Combined Operations By March 31

#### **APRIL**

Executive Director presents 2009 policy approach to Joint Op. Board April 17  
Joint Operating Board transmits policies to Principals By April 30

#### **MAY**

Principals Assembly provides review and comment to Governing Board May 14  
Develop 2009 Transition Budget (if applicable) By May 31

#### **JUNE**

Governing Board adopts budget policy June 13  
2009 Budget Development Complete by June 30

#### **JULY**

Executive Director presents proposed budget to Joint Op. Board July 17  
User Fee Update Complete July 31

#### **AUGUST**

Proposed budget transmitted to Governing Board on or before August 1  
Budget approved by Governing Board no later than August 30

#### **SEPTEMBER - NOVEMBER**

Participating Agencies advised of 2009 budget and user fees no later than September 5  
Approval by the legislative authorities of each Principal and Subscriber no later than November 30

#### **DECEMBER**

Public Hearing December 1  
Governing Board adopts final budget December 12