

**NORCOM Governing Board**  
**Agenda Summary**

**MEETING DATE:** September 12, 2014

**SUBJECT:** Resolution 79 – First Amendment to the Subscriber Agreement with Redmond

**FROM:** Gwen Pilo, Finance Manager

Reviewed by:          X   Director                  X   Finance Manager                  X   Attorney

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**HISTORY:** NORCOM and the City of Redmond entered into an Emergency Fire and Medical Communication Service Subscriber Agreement which was scheduled to expire on December 31, 2013. Redmond has expressed interest in extending the agreement through December 31, 2015.

**PROPOSAL:** Approve the amendment to the Subscriber agreement with the City of Redmond to extend the term through December 31, 2015.

**FISCAL IMPACT:** Subscribers fee are calculated a 106% of the User Fee that an agency would pay if it were a Principal. The 2015 budget includes \$39,838 as Redmond's Subscriber fee.

**RECOMMENDED MOTION: I MOVE TO APPROVE RESOLUTION 79 APPROVING A FIRST AMENDMENT TO THE EMERGENCY FIRE AND MEDICAL COMMUNICATION SERVICES SUBSCRIBER AGREEMENT BETWEEN NORCOM AND THE CITY OF REDMOND IN ITS SUBSTANTIALLY FINAL FORM.**

Ayes \_\_\_\_\_ Nays \_\_\_\_\_

**Resolution 79**

**A RESOLUTION OF THE GOVERNING BOARD OF NORCOM  
APPROVING A FIRST AMENDMENT TO THE EMERGENCY FIRE  
AND MEDICAL COMMUNICATION SERVICES SUBSCRIBER  
AGREEMENT BETWEEN NORCOM AND  
THE CITY OF REDMOND.**

**WHEREAS**, NORCOM and the City of Redmond, Washington (the “Subscriber Agency”) previously entered into an Emergency Fire and Medical Communication Services Subscriber Agreement (the “Agreement”), pursuant to which NORCOM provides emergency fire and medical communications services to the Subscriber Agency; and

**WHEREAS**, the Agreement was scheduled to expire on December 31, 2013, unless extended by agreement between the parties thereto; and

**WHEREAS**, the Governing Board now desires to revive and amend the Agreement to extend its term until December 31, 2015 (with possible extension to December 31, 2016) as provided herein:

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board of NORCOM as follows:


Section 1. Authorization of First Amendment. The Governing Board hereby approves the First Amendment to Emergency Fire and Medical Communication Services Subscriber Agreement, substantially in the form attached hereto as Exhibit A (the “First Amendment”). The Executive Director and the Chair of the Governing Board are hereby authorized to execute the First Amendment with such modifications and revisions as determined to be necessary by them and legal counsel to NORCOM.

Section 2. Further Authority; Prior Acts. All NORCOM officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the transactions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 3. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

Passed by a majority vote of the Governing Board in an open meeting on this 12th day of September, 2014.

Signed in authentication thereof on this 12th day of September, 2014.

  
Chair

Attest:   
Secretary

**Exhibit A**

**Form of First Amendment  
(attached)**

FIRST AMENDMENT TO EMERGENCY FIRE AND  
MEDICAL COMMUNICATION SERVICES  
SUBSCRIBER AGREEMENT

THIS FIRST AMENDMENT TO EMERGENCY FIRE AND MEDICAL COMMUNICATION SERVICES SUBSCRIBER AGREEMENT (the "First Amendment") is made and entered into as of \_\_\_\_\_, 2014, by and between NORCOM and the City of Redmond, Washington (the "Subscriber Agency," and together with NORCOM, the "Parties") and revives and amends that certain Emergency Fire and Medical Communication Services Subscriber Agreement between the Subscriber Agency and NORCOM effective January 1, 2010 (the "Original Agreement").

WHEREAS, pursuant to the terms of the Original Agreement, NORCOM provides emergency fire and medical communication services to the Subscriber Agency; and

WHEREAS, the Original Agreement was scheduled to expire on December 31, 2013, unless extended by mutual agreement of the Parties; and

WHEREAS, the Parties now desire to revive and amend the Original Agreement to extend its term until December 31, 2015 (with possible extension to December 31, 2016) as provided herein:

NOW THEREFORE, it is mutually agreed and covenanted by and between the Parties, as follows:

Section 1. Definitions. All words and phrases not otherwise defined herein shall have the meanings given to them in the Original Agreement.

Section 2. Revival of Original Agreement. The Parties hereto agree to revive the Original Agreement and it is hereby deemed to have been in force uninterrupted since its original effective date. The terms of the Original Agreement are hereby reinstated, ratified and confirmed.

Section 3. Amendment. Section 7 of the Original Agreement is hereby amended as follows (additions are double underlined, deletions are stricken):

7. Contract Term and Renewal. The term of this Agreement shall be from January 1, 2010, through December 31, 2015 ~~2013~~. This Agreement may be extended by the parties through December 31, 2016 ~~2014~~ by executing a written supplemental agreement signed by both parties hereto.

Section 4. Ratification and Confirmation. All other terms and conditions of the Original Agreement are hereby ratified and confirmed.

Section 5. Effective Date. This First Amendment shall be effective as of the date first written above.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment, all as of the day and year first above mentioned.

NORCOM

CITY OF REDMOND, WASHINGTON

By   
Governing Board Chair

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

By   
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By \_\_\_\_\_  
Attorney for NORCOM

By \_\_\_\_\_  
City Attorney