

## SUBSCRIBER'S AGREEMENT

WHEREAS, the Grays Harbor Communication Center was created by an Interlocal agreement to make a 9-1-1 Emergency Telephone Communications System available on a county wide basis; and

WHEREAS, the City of Westport wishes to make available to its residents a 9-1-1 Emergency Telephone Communication System and associated dispatch services;

THEREFORE, in consideration of the mutual promises contained herein, Grays Harbor Communication Center, hereinafter referred to as the Center, and City of Westport, hereinafter referred to as the Subscriber, do promise and agree as follows:

### I. Services

The Center shall provide 9-1-1 emergency telephone communication and emergency dispatch services for the Subscriber to the same extent and standard as those services are provided to the Center's participating entities.

The Center shall provide 9-1-1 emergency telephone communication and centralized police, fire and emergency medical dispatch services for the Subscriber to the same extent and standard as those services provided to the Center's participating entities.

The Center shall provide non-emergency telephone communication and non-emergency police, fire and medical dispatch services for the Subscriber to the same extent and standard as those services are provided to the Center's Participating Entities.

The Center will provide dispatch services for the Subscriber's public works or street maintenance departments only on an emergency basis after normal working hours.

## II. Costs

The Subscriber shall be solely responsible for any costs necessary to train its personnel to participate in the 9-1-1 system and the cost of any equipment, modification to existing equipment or material, including but not limited to radios, telephone equipment or digital terminals, which the Subscriber may need to utilize the services provided by the Center.

## III. Compensation

The Subscriber shall pay to the Grays Harbor Communication's Center an annual fee for the services provided under this agreement. The fee shall be calculated based on a formula which utilizes the percentage of calls attributed to the Subscriber in the preceding year together with the percentage of population the Subscriber represents out of the total population served by the Grays Harbor Communications Center. The formula for calculation of the annual fee is as follows:

$$\frac{X}{2} \times (A + B) = \text{cost allocation}$$

Where **A** equals percentage of billable calls-for-service handled by the Center on behalf of the specific entity during the preceding year (November to October).

Where **B** equals the percentage of the total population served represented by the specific entity.

Where X equals the total operating budget proposed for the ensuing year reduced by the amount of any external revenue which the Center anticipates will be acquired through fees, grants or contracts with outside entities during the ensuing year.

The annual fee shall be paid to the Grays Harbor Communications Center in twelve equal installments with payments to be made on or before the first day of each month.

The Center shall assess a penalty fee of 5% on monthly installment payments which are not paid in-full by the 30<sup>th</sup> of each month.

Any supplemental budget or emergency expenditure approved by the members of the Administrative Board, shall be allocated according to the annual fee formula and assessed as a supplemental fee to be remitted in payments equally divided over the remaining installments for the contract year. If such an expenditure occurs in the 12th month of the Contract, then the supplemental fee shall be assessed and paid the following February.

In the first year the formula so utilized the number of calls handled by the Subscriber through its own dispatch center for police, fire and emergency medical services. The remainder of the formula for the first year will remain the same as for subsequent years.

In the event of termination pursuant to this agreement, the Subscriber shall not be entitled to the return of any installments paid toward its annual fee, but the Subscriber will not be responsible for payment of any of the remaining installments which fall due after the termination of the agreement.

#### IV. Procedures

The Subscriber shall establish and adopt communications procedures and protocols as may be established or required by the Center for participating entities pertaining to the operation and use of the 9-1-1 System.

#### V. Duration of Agreement

This contract shall be deemed to have become effective 12:01 a.m. on January 1, 2005 and shall be deemed to renew for additional one year terms, unless terminated by one of the parties pursuant to the provisions of this contract.

The parties specifically agree that either party may give notice of intent to terminate the contract no less than sixty days prior to the end of each calendar year. The giving of such notice in writing shall constitute the notice of termination and may include within it the request to undertake negotiations as to a modification or extension of the contract. Upon the giving of such notice, however, unless a contract has been entered into by midnight on December 31<sup>st</sup> of the year in which the notice is given or unless there has been an extension entered into by the parties, the contract shall be deemed terminated and the rights and responsibilities under it in terms of the provisions of service for the next year shall be deemed terminated.

#### VI. Termination

In the event the Center is dissolved pursuant to sections 7.2 of the Interlocal Agreement establishing the Grays Harbor Communications Center, this agreement shall immediately terminate on the date of such dissolution.

## VII. Liability

(a) Each party agrees to defend, protect and hold the other party, its officials, employees and agents, harmless from and against any and all claims, demands and causes of action of any kind or character, including claims for attorney fees and the cost of defense, arising out of that party's sole fault with respect to the subject matter of this agreement or any services rendered pursuant to this agreement.

(b) Each party shall be liable for all damages or injuries to its own employees or its own property caused by the concurrent or joint fault of the parties or due to causes which cannot be traced to the sole fault of any one party.

(c) In the case of liability for injuries to persons or property, other than employees of any party or property not belonging to either party, when the damages or injuries are due to causes which cannot be traced to the fault of one party, then each party shall be responsible for such damages or injuries in proportion to their respective degree of fault, or equally if the parties proportionate share of fault cannot be determined in fact.

## VIII. Relationship of Parties

It is not the intention of the parties, and this agreement shall not be construed, to create an employee employer relationship between the parties or their officers, agents and employees. Furthermore this agreement does not create or establish, and it shall not be construed, to create, an agency relationship between the parties.

## IX. Modification

This agreement may not be modified or amended except upon the express written consent of the parties.

## X. Property

Title to any equipment and property which may be purchased or obtained by either party for the purpose of the provision of services pursuant to this agreement shall rest with the acquiring entity. Upon the termination of this contract the title to any equipment jointly used by the parties shall remain with the acquiring party.

## XI. Severability

If any part, paragraph, section or provision of this agreement is adjudged to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part or provision of this agreement.

## XII. Execution

This agreement, or amendments hereto, shall be executed on behalf of each party by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance of each party. This agreement, or any amendment, shall be deemed adopted upon the date of execution by the last so authorized representative.