

Resolution 105

**A RESOLUTION OF THE GOVERNING BOARD OF NORCOM
AMENDING AND RESTATING STANDARD OPERATING
PROCEDURE #02-033 REGARDING SALARIES AND BENEFITS
FOR NORCOM EMPLOYEES.**

WHEREAS, NORCOM previously approved Standard Operating Procedure #02-033; Salary and Benefits which became effective on January 1, 2013 (the "Prior Policy"); and

WHEREAS, the Governing Board now desires to amend and restate the Prior Policy as provided herein;

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

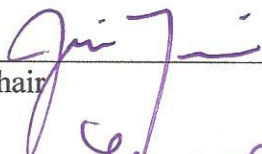
Section 1. Authorization. The Governing Board hereby approves Standard Operating Procedure #02-033; Salary and Benefits (the "Revised Policy") in substantially the form attached hereto as Exhibit A, which is incorporated herein by this reference. The Revised Policy is intended to amend and restate the Prior Policy as of January 1, 2016.

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 public meeting on this 11th day of December, 2015.

Signed in authentication thereof on this 11th day of December, 2015.



Chair

Attest: 

Exhibit A
SOP #02-033

PRINCIPAL AGREEMENT

This PRINCIPAL AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2015, between the North EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATION AGENCY (“NORCOM”), a consolidated public safety communications agency formed by its member public agencies under the Washington Interlocal Cooperation Act (chapter 39.34 RCW) and organized as a nonprofit entity under chapter 24.06 RCW, and the CITY OF REDMOND, WASHINGTON (“Redmond”), a municipal corporation of the State of Washington (collectively referred to as the “Parties”).

WHEREAS, NORCOM was formed pursuant to the North East King County Regional Public Safety Communications Agency Interlocal Agreement, as it may be amended from time to time (the “Interlocal Agreement”) by and among its member agencies (“Participating Agencies”) to operate and maintain a consolidated public safety/emergency communication center for the benefit of its Participating Agencies; and

WHEREAS, Redmond has participated in NORCOM as a Subscriber and now desires to convert its status to Principal (each as defined in the Interlocal Agreement”); and

WHEREAS, pursuant to Resolution No. 104 approved by the Governing Board of NORCOM by Supermajority Vote (as defined in the Interlocal Agreement) on December 11, 2015, the Governing Board has approved the conversion of Redmond’s status to Principal as provided herein and in the Interlocal Agreement;

NOW THEREFORE, the Parties hereto agree as follows:

Section 1. Definitions. Except as otherwise defined herein (including in the recitals hereof which are incorporated herein by this reference), any and all terms used in this Agreement shall have the same meaning as those terms in the Interlocal Agreement.

Section 2. Principal Member. As of January 1, 2017, Redmond’s status shall be converted from a Subscriber to a Principal of NORCOM, according to the terms and conditions of the Interlocal Agreement. Redmond accepts and agrees to fully comply with the terms of the Interlocal Agreement which are incorporated herein by this reference.

Section 3. User Fees. Redmond agrees to pay its quarterly user fee payments as scheduled in the Interlocal Agreement, beginning on the January 31, 2017 payment date.

Section 4. Severability. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provisions. If such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, the provisions of this Agreement are declared severable.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and agreed upon by NORCOM and Redmond as of the date noted above.

NORCOM

CITY OF REDMOND, WASHINGTON

By _____
Its Director

By _____
Its _____