

**Resolution 154**

**A RESOLUTION OF THE GOVERNING BOARD OF  
NORCOM AUTHORIZING INTERIM SERVICES FOR  
SNOQUALMIE PASS FIRE & RESCUE**

**WHEREAS**, NORCOM is prepared to sign a contract to resume responsibility to provide dispatch services for Snoqualmie Pass Fire & Rescue (SPFR) effective January 1, 2019; and

**WHEREAS**, SPFR is not presently in a position to sign a NORCOM contract because it has not yet concluded its negotiations with the Kittitas County 911 PSAP (KITTCOM); and

**WHEREAS**, NORCOM staff requests authorization to begin providing primary dispatch services to SPFR on January 1, 2019, on an interim basis until a contract is signed at some point in 2019; and

**WHEREAS**, NORCOM's agencies that most frequently provide mutual-aid support to SPFR concur with NORCOM's recommendation; and

**WHEREAS**, providing interim services beginning January 1, 2019 is in the best interests of public health, safety, and welfare;

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

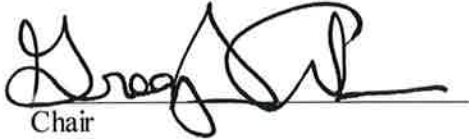
Section 1. Authorization. The Board hereby authorizes NORCOM to begin providing emergency communications services to Snoqualmie Pass Fire & Rescue prior to the signing of a contract provided a contract is executed in 2019.

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 14th day of December, 2018.

Signed in authentication thereof on this 14th day of December, 2018.

A handwritten signature in black ink, appearing to be "Gregory", written over a horizontal line.

Chair

Attest:  \_\_\_\_\_

A handwritten signature in blue ink, appearing to be "King", written over a horizontal line.

## PRINCIPAL AGREEMENT

This Principal Agreement ("Agreement") is between the NORTHEAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY ("NORCOM"), a consolidated public safety communications agency formed by and serving as an instrumentality of its member public agencies (the "Principals") pursuant to chapters 39.34 and 24.06 of the Revised Code of Washington ("RCW") and the NORCOM Interlocal Agreement dated October 17, 2007, including all amendments thereto (the "ILA"), and KING AND KITTITAS COUNTY FIRE PROTECTION DISTRICT NO. 51 (D/B/A/ SNOQUALMIE PASS FIRE AND RESCUE), a municipal corporation organized under chapter 52 RCW (the "District"). NORCOM and the District are each a "Party" and collectively the "Parties" to this Agreement. The Parties hereby agree as follows:

### RECITALS

WHEREAS, NORCOM operates and maintains a consolidated public safety/emergency communication center for the benefit of the Principals and other Subscribers of NORCOM services (collectively, the "Participating Agencies"); and

WHEREAS, Sections 6.i.iv and 15.c of the ILA authorize the Governing Board of NORCOM (the "Board"), by Supermajority Vote (as defined in the ILA), to admit a new Principal of NORCOM; and

WHEREAS, the District was an original Principal of NORCOM, and now desires to rejoin NORCOM as a Principal under the terms of the ILA and this Agreement to receive public safety/emergency communication services from NORCOM; and

WHEREAS, the Board of NORCOM by Supermajority Vote and the Board of Fire Commissioners of the District each approved the execution and delivery of this Agreement and the admission of the District as a Principal of NORCOM as set forth herein.

### 1. TERMS OF PRINCIPAL ADMISSION

- 1.1. Admission as Principal; Acceptance of ILA. As of [January 1, 2019], the District is admitted as a Principal of NORCOM under the terms and conditions of the ILA. The District accepts and agrees to fully comply with the terms of the ILA.
- 1.2. Service Boundaries. NORCOM agrees to provide public safety/emergency communication services to the District within the service area designated in Exhibit A and incorporated herein by this reference.
- 1.3. Payment Schedule. As consideration for the services to be received under the terms of this Agreement and the ILA for the period [January 1, 2019 through December 31, 2019], the District agrees to pay NORCOM a fee of \$35,000. Payments shall be

invoiced and paid pursuant to the regular billing procedures implemented by NORCOM for its Principals or as otherwise mutually agreed to by the Parties. Beginning January 1, 2020, all payments will be made by the District in accordance with the ILA.

1.4. Venue. The District and NORCOM expressly consent to the jurisdiction of the Superior Court for King County, Washington and the United States District Court for the District of Western Washington for any claim specifically authorized in this Agreement.

## 2. GENERAL

2.1. Entire Agreement; ILA Controls. This Agreement governs the admission of the District as a Principal of NORCOM and supersedes any prior understandings regarding the same. To the extent there is a conflict between (i) this Section and the Payment Schedule and (ii) the ILA, this Agreement controls. In all other respects, the ILA controls and governs the entire understanding between the Parties. No amendment of or supplement to this Agreement is valid or effective unless consistent with the ILA and made in writing and executed by the Parties.

2.2. Definitions. To the extent applicable, capitalized terms in this Agreement, including in the recitals, are intended to have the same meanings as the terms that are so defined in the "Definitions" section of the ILA. In any conflict of definitions, the ILA controls. When not provided for in the ILA, capitalized terms have the meanings assigned in this Agreement, including in the recitals.

2.3. Governing Law. This Agreement is governed by and construed according to the laws of the State of Washington. As against the other Party, each Party may file suit to enforce this Agreement only in accordance with Section 2.3.

2.4. Successors and Assigns. All of the provisions, terms, conditions and requirements contained in this Agreement are binding upon the successors and assigns of the Parties.

2.5. No Third Party Rights. This Agreement is solely for the benefit of the Parties and does not grant any right to any other party or person.


2.6. Severability. The provisions of this Agreement are separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, holds any provision of this Agreement invalid or unenforceable as to any person or circumstance, the offending provision, if feasible, is modified to be within the limits of enforceability or validity. If the offending provision cannot be modified, it is null and void with respect to the particular person or circumstance. All other provisions of this Agreement in all other respects, and the offending provision with respect to all other persons and all other circumstances, remain valid and enforceable.

2.7. Captions. Captions given to the various provisions of this Agreement are for convenience only and are not intended to modify or affect the meaning of any provision.

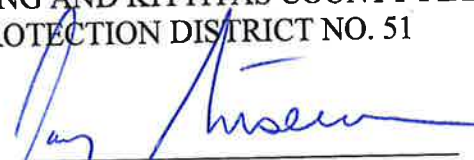
2.8. Counterparts. This Agreement may be executed and delivered in counterparts, each of which is considered an original and all of which together constitute one and the same agreement.

2.9. Effective Date. This Agreement takes effect on [January 1, 2019] following the authorized execution by each of the Parties as shown by the below signatures.

NORTHEAST KING COUNTY  
REGIONAL PUBLIC SAFETY  
COMMUNICATIONS AGENCY

  
\_\_\_\_\_  
Its: Board Chair

KING AND KITTITAS COUNTY FIRE  
PROTECTION DISTRICT NO. 51

  
\_\_\_\_\_  
Its: Fire Chief