

CITY COUNCIL AGENDA

15728 Main Street, Mill Creek, WA 98012 (425) 745-1891



Pam Pruitt, Mayor • Brian Holtzclaw, Mayor Pro Tem • Sean Kelly
Donna Michelson • Vince Cavaleri • Mike Todd • Mark Bond

Regular meetings of the Mill Creek City Council shall be held on the first, second and fourth Tuesdays of each month commencing at 6:00 p.m. in the Mill Creek Council Chambers located at 15728 Main Street, Mill Creek, Washington. Your participation and interest in these meetings are encouraged and very much appreciated. We are trying to make our public meetings accessible to all members of the public. If you require special accommodations, please call the office of the City Clerk at (425) 921-5776 three days prior to the meeting.

The City Council may consider and act on any matter called to its attention at such meetings, whether or not specified on the agenda for said meeting. Participation by members of the audience will be allowed as set forth on the meeting agenda or as determined by the Mayor or the City Council.

To comment on subjects listed on or not on the agenda, ask to be recognized during the Audience Communication portion of the agenda. Please stand at the podium and state your name and address for the official record. Please limit your comments to the specific item under discussion. Time limitations shall be at the discretion of the Mayor or City Council.

Study sessions of the Mill Creek City Council may be held as part of any regular or special meeting. Study sessions are informal, and are typically used by the City Council to receive reports and presentations, review and evaluate complex matters, and/or engage in preliminary analysis of City issues or City Council business.

Next Ordinance No. 2017-822

Next Resolution No. 2017-571

**October 3, 2017
City Council Meeting
6:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AUDIENCE COMMUNICATION

- A. Public comment on items on or not on the agenda

STUDY SESSION

- B. Mill Creek Police Department (MCPD) K9 Succession Plan Update
(*Rebecca C. Polizzotto, City Manager*)
- C. SNOCOM/SNOPAC Consolidation; Status Update
(*Rebecca C. Polizzotto, City Manager*)

REPORTS

- D. Mayor/Council

- E. City Manager
 - Council Planning Schedule

AUDIENCE COMMUNICATION

- F. Public comment on items on or not on the agenda

ADJOURNMENT



Agenda Item # B
Meeting Date: October 3, 2017

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

**AGENDA ITEM: MILL CREEK POLICE DEPARTMENT (MCPD) K9
SUCCESSION PLAN UPDATE**

PROPOSED MOTION:

None necessary; this is a briefing only.

KEY FACTS AND INFORMATION SUMMARY: In 2012, the MCPD commissioned a new K9 tracking and apprehension team. This initiative was taken on by members of the police department, and with the support from the community, the police department embarked on a new chapter in our history. We experienced a bit of a slow start out of the gate; our first two dogs were determined as unsuitable for the job and the initial training was challenging. We ultimately certified our new team after training with traditional K9 trainers in Federal Way, WA. Although initially a challenge, our new team of Officer Ian Durkee and K9 Rasko have worked in the city and the region successfully since that time. The MCPD anticipates that Officer Durkee and K9 Rasko will be at or near the end of their service life during the first quarter of 2019, so it is vital that we begin appropriate succession planning.

Since a change in Police Department leadership occurred in early 2016, the K9 program, like most aspects of the department operations, has been under great scrutiny. Police Department staff are dedicated to continuous process improvements and looking for ways to do things better than they've ever been done before. As this philosophy relates to the K9 program, staff determined that we needed to improve our current status while focusing efforts on how we can improve. The first step in this process is to identify where we are and how we got here. A close evaluation of the history of the program revealed necessary areas of improvement for creating and maintaining a program. These include clearly defined expectations, performance measures and accountability. An examination of where we currently are revealed that our current K9 program is narrowly focused and does not encompass what's important now. Our current tracking and apprehension K9 Team is a valuable tool, but the tool was being underutilized.

When identifying where we want to get to, it is vitally important to identify what our expectations are. The Police Department believes that a strong and social K9 team that is dual certified to be a tracking/ apprehension team and a drug detection team is the expectation. We have identified this internally as "K9 version 2.0", acknowledging that our first incarnation of the team was just the beginning and that our new version will far outshine our initial efforts. This is not intended to slight those that came before us, rather just the opposite. This is intended to recognize the work put in to creating this program and put all available effort and energy into building upon those successes.

"K9 version 2.0" will set several expectations of the new handler and partner K9. First of all, this team must demonstrate at all times their ability to be both strong and social; that is a team

that can perform law enforcement work at the highest level AND be able to meet the community involvement and public presence needs vital to a community like Mill Creek. Secondly, the team must meet the law enforcement needs of OUR community. While historically our in-city tracking/ apprehension needs have been relatively light, the current opioid epidemic has left a void in our ability to intervene. By creating a dual-certified team, we will be able to meet that need, and it is expected that this new K9 team will be able to provide this service at a high level. Maintaining this dual certification will also ensure that our team is a highly trained tracking/ apprehension team as well, capable of providing a necessary law enforcement service that cannot be met by any other tool in the box.

It is one thing to be able to provide these services reactively, but the expectation of this new team will be that ALL of this work be done *proactively* as well. The presence of our own drug detection K9 team means that we will have the availability and flexibility to provide proactive patrol on our trails, in our parks and throughout our neighborhoods and school campuses. This focus will be multi-faceted; to root out the drug dealers who introduce this plague to our streets and to ensure that the waste left behind does not get into the hands of the children in our community. A revision to our tracking/ apprehension policy and training will also allow us to be more proactive with tracking criminals. Our current team is trained to apprehend felons; our new team will be trained to track lesser criminals, including the car prowlers and certain nuisance criminals, as well as being able to apprehend felons.

The Mill Creek Police Department “K9 version 2.0” will take a non-traditional approach to K9 selection, training, certification and deployment. The City intends to contract with Code 4 Canine LLC in Rochester WA for this process. Code 4 Canine LLC is owned and operated by personnel who are canine trainers first and law enforcement officers second. Code 4 Canine selects their trainee K9’s from kennels in Holland. Their assessments are based first on the dog’s sociability, second on their lack of dog aggressiveness, and third on their aptitude for police K9 work, including tracking/ apprehension and drug detection. Code 4 Canine’s training regimen is based on working with the dog’s psychology as opposed to training the dog to meet something they may not be comfortable with. Utilizing code 4 Canine will be an innovative approach and a very positive departure from the traditional methods.

Code 4 Canine is also the most efficient option currently available. They will provide the K9 and the training, as well as all support and guidance, through one vendor. It will not be necessary for us to follow the traditional method of identifying a trainer who embraces our philosophy, seeking a kennel that can provide what we are looking for, and then scheduling the training around police officer schedules; schedules which by their nature are difficult to work around. Code 4 is a one-stop option that will most effectively meet our needs.

Based on the training timelines prescribed by Code 4 Canine, we are currently planning for this process to take between 10 – 12 months. This includes 10 weeks of basic police canine training, including searching, obedience, agility, case and statute law and all the nuances necessary to produce a basic team. Upon certification, the team will need to work for approximately six months, applying the basic skills and assessing the continued growth, at which time the team will return to the training grounds for a six week course on drug detection. Given this timeline, we will be able to produce a K9 team that far exceeds the capabilities of our current team and provides us with the tools we need in OUR community.

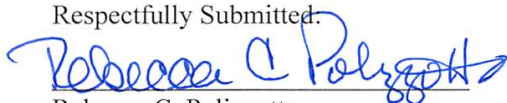
CITY MANAGER RECOMMENDATION:

N/A

ATTACHMENTS:

N/A

Respectfully Submitted,



Rebecca C. Polizzotto
City Manager



Agenda Item # C
 Meeting Date: October 3, 2017

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: SNOCOM & SNOPAC CONSOLIDATION; STATUS UPDATE

PROPOSED MOTION:
 N/A

KEY FACTS AND INFORMATION SUMMARY:

The Council last reviewed this matter at its September 12, 2017 meeting. Since that time, the Consolidation Committee issued a set of revised consolidation documents on September 19, 2017. Copies of those are included with this Agenda Summary. In addition, on September 27, 2017, a newly-revised ILA and Articles of Incorporation were issued, the first clarifying the amendment process and responsibility, and the second naming the Transition Board and initial officers. Copies of those newly-revised documents are also included with this Summary. Each of the attached documents is briefly discussed below.

September 19th Revised Document Package

The September 19th document package is comprised of the six documents listed below. Most changes involved inserting the name of the new consolidated entity ("Snohomish County 911") throughout the documents. Many of Councilmember Todd's comments and observations were addressed in this set, with the notable rejection of a different Board election schedule coinciding with the terms of office of elected officials. The notable changes are as follows.

Redline of the Interlocal Agreement. These changes largely reflect input from attorneys involved in the day-to-day consolidation work. The principal changes are:

- * Correcting typos and internal references throughout.
- * Adding a reference to the state/legislative records chapter, RCW 40.14. See Section 5.j.
- * Adding Secretary and Treasurer positions to the Board. These presumably will be employees as Board members cannot serve in those two roles. See Section 6.k.
- * Clarifying quorum requirements relating to the Technical Advisory Committee, at Section 7.e, and establishing joinder requirements if a Public Safety Interlocal Operation becomes a Principal. See Section 6.r.
- * Clarifying duties of the Executive Director. See Section 11.
- * Adding a 30-day advance notice period for proposed amendments of the ILA. See Section 18.
- * Adding a legal defense obligation to the indemnity. See Section 23.
- * Reducing the Board member caucus-vote reporting requirement from 100% of those participating to "not less than half" the caucus members. See Exhibit B.
- * Adding the entity's budget for 2018. See Exhibit D.
- * Calculating and adding 2018 assessments for anticipated Principals. See Exhibit E. Should the City join the new entity as a Principal, its 2018 assessment will be \$360,175 for the police component, and \$98,066 for fire component.

795569.3/014455.00071

Redline of the Articles of Consolidation. The Articles were changed to reference and incorporate the finance/budget committee that Mayor Pruitt suggested.

Redline of the Plan of Consolidation. The Plan was changed to reference and incorporate the finance/budget committee that Mayor Pruitt suggested.

SnoCom/Pac Boards Resolution. No changes were made from the prior version.

Member Agency Sample Ordinance. No changes were made from the prior version. Should the Council desire to join the consolidated entity, the sample ordinance can be used as the basis for the Council's action.

Sample Briefing Memo. No changes were made from the prior version.

September 27th Revised ILA and Articles of Incorporation

A follow-on call among attorneys was held on September 25th, principally to address and clarify legislative authority of the Principals to control amendments to the ILA.

Redline of ILA. The ensuing revisions to the ILA clarify the types of amendments that must be approved by a unanimous vote of the ILA Principals, and clarify that other decisions lie within the corporate authority of the Board. See Sections 6.j and 18. A few other minor changes were also made.

Redline of Articles of Consolidation. The Articles now identify the corporate registered agent (Art. III), the Transition Board members, which includes Mayor Pruitt (Art. VIII), the initial four Governing Board officers (Art. IX), and change the budget "committee" to a budget "group" (Art. XII).

Upcoming Schedule

Comments and questions on all of the documents will be accepted through October 2, 2017. Final versions will be sent out by Friday, October 6th. The Boards of SnoCom and SnoPac are intending to approve their respective resolutions creating the new consolidated Snohomish County 911 dispatch center on October 12, 2017.

If that schedule holds, there will be an interim Board taking steps this fall to create the new entity, followed by Board elections for the new entity in accordance with the caucus provisions of the ILA. The operational effective date remains set for January 1, 2018.

CITY MANAGER RECOMMENDATION:

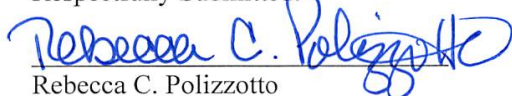
N/A.

ATTACHMENTS:

September 19, 2017 revised Consolidation Package

September 27, 2017 revised ILA and Articles of Incorporation

Respectfully Submitted:



Rebecca C. Polizzotto
City Manager

795569.3/014455.00071

**Plan of Consolidation
(September 19, 2017)**

**PLAN OF CONSOLIDATION
FOR
SOUTHWEST SNOHOMISH COUNTY PUBLIC
SAFETY COMMUNICATION AGENCY
AND
SNOHOMISH COUNTY POLICE STAFF AND AUXILIARY
SERVICES CENTER**

Dated _____, 2017

DRAFT 10147 00001 gh316x428c

**PLAN OF CONSOLIDATION
FOR
SOUTHWEST SNOHOMISH COUNTY PUBLIC
SAFETY COMMUNICATION AGENCY
AND
SNOHOMISH COUNTY POLICE STAFF
AND AUXILIARY SERVICES CENTER**

**ARTICLE I
CONSOLIDATION**

Section 1. Consolidation. In accordance with provisions of chapters 24.03 and 24.06 of the Revised Code of Washington (the “RCW”), and subject to the conditions set forth herein, the Southwest Snohomish County Public Safety Communication Agency, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.03 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SNOCOM”), and the Snohomish County Police Staff and Auxiliary Services Center, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SNOPAC”), shall be consolidated (the “Consolidation”) to form a new single corporation under chapter 24.06 RCW (the “Act”). From and after the Consolidation Effective Date (as defined herein), the consolidated corporation shall be named “Snohomish County 911” and shall be referred to herein as the “Corporation” or the “Consolidated Corporation.”

Section 2. Conditions to Consolidation. Consolidation shall be subject to the following conditions precedent:

(a) The Consolidation (including this Plan of Consolidation) shall have been approved by resolution by the Board of Directors of SNOCOM and the Board of Directors of SNOPAC. Each Board of Directors shall have approved such resolution by an affirmative vote of at least two-thirds of its voting members present in person or use of other means (e.g. write in, proxy, etc.) if permitted by the organizational documents for the respective corporation;

(b) The Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, including all exhibits thereto, a form of which is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth herein (the “Interlocal Agreement”), shall have been approved and executed by those member agencies of SNOCOM and SNOPAC electing to become member agencies (“Principals”) of the Consolidated Corporation by the Consolidation Effective Date;

(c) This Plan of Consolidation shall not have been abandoned pursuant to the provisions of the Act, this Plan of Consolidation, or any agreement of consolidation entered into by SNOCOM or SNOPAC; and

(d) The Articles of Consolidation with a copy of this Plan of Consolidation shall have been delivered to the Washington Secretary of State for filing in accordance with Article 2 of chapter 23.95 RCW by the Consolidation Effective Date.

Section 3. Formation of Single Corporation. On the Consolidation Effective Date, SNOCOM and SNOPAC shall become a single new corporation formed as a municipal instrumentality of its Principals pursuant to RCW 39.34.030 and organized as a nonprofit corporation under the Act as authorized by chapter 39.34 RCW, and the separate existence of SNOCOM and SNOPAC shall cease. The Consolidated Corporation shall be governed by the Act, the Articles of Consolidation, and the Interlocal Agreement. The Consolidated Corporation shall have the rights, privileges, immunities, and powers, shall be subject to the duties and liabilities, of a corporation formed under the Act, and shall have the rights, privileges, immunities, powers and franchises, public and private, of each of SNOCOM and SNOPAC.

Section 4. Consolidation Effective Date. The Consolidation shall become effective at 12:00 a.m. on January 1, 2018, or such later date as the governing boards of SNOCOM and SNOPAC both shall authorize. The date on which the Consolidation becomes effective is hereinafter referred to as the “Consolidation Effective Date.”

Section 5. Defined Terms. Capitalized terms not otherwise defined in this Plan of Consolidation shall have the meanings set forth in the Interlocal Agreement.

ARTICLE TWO ARTICLES OF CONSOLIDATION

Pursuant to RCW 24.06.215(3), the following statements shall be included in the Articles of Consolidation for the Consolidated Corporation:

Article I: Consolidation; Plan of Consolidation;
Name and Place of Business of Consolidated Organization

Pursuant to a resolution of the board of directors of SNOCOM, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.03 RCW, and a resolution of the board of directors of SNOPAC, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under the Act, at least two-thirds of each board voted in favor of consolidating SNOCOM and SNOPAC and approved a plan of consolidation (“Plan of Consolidation”) as required by chapters 24.03 and 24.06 RCW, and at such meetings a quorum was present throughout.

Pursuant to chapters 24.03 and 24.06 RCW, as of Consolidation Effective Date, SNOCOM and SNOPAC shall cease to independently exist and the consolidated corporation shall be formed as a municipal instrumentality of its Principals pursuant to RCW 39.34.030 and shall be organized as a nonprofit corporation under the Act as authorized by chapter 39.34 RCW.

The name of the corporation consolidated hereunder shall be “Snohomish County 911.” The principal place of business of this corporation shall be 1121 S.E. Everett May Way, Suite 200, Everett, WA, 98208.

Article II: Duration

The Consolidated Corporation shall have perpetual existence.

Article III: Registered Office and Agent

The name and address of the initial registered agent of the Consolidated Corporation is: _____.

Article IV: Purposes and Powers

Section 1. Purposes. The purpose for which the Consolidated Corporation is organized is to provide police, fire, and emergency medical services support communications to its Principals and other public and private agencies that may contract with the Consolidated Corporation for such services pursuant to the terms of the Interlocal Agreement. The Consolidated Corporation shall engage in all such activities as are incidental or conducive to the attainment of the objectives of the Consolidated Corporation, as set out in the Interlocal Agreement.

Section 2. Powers. In general, and subject to such limitations and conditions as are or may be prescribed by law, or in the Articles of Consolidation, in the bylaws of the Consolidated Corporation or in the Interlocal Agreement, the Consolidated Corporation shall have all powers which now or hereafter are conferred under chapters 24.06 and 39.34 RCW and other applicable law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the Consolidated Corporation’s purposes.

Section 3. Limitation of Power. Notwithstanding any of the provisions of the Articles of Consolidation, the Consolidated Corporation shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Sections 115 or the Internal Revenue Code or by an organization, contributions to which are deductible under Section 170(c)(2). No part of the net earnings of the Consolidated Corporation shall inure to the benefit of any director (as defined herein), officer (as defined herein) or private individual. No substantial part of the activities of the Consolidated

Corporation shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted by the Internal Revenue Code, and the Consolidated Corporation shall not participate in, or intervene in (including the publication or distribution of statements regarding) any political campaign on behalf of or in opposition to any candidate for public office. The Consolidated Corporation shall not have or issue shares of stock, shall not make any disbursement of income to its directors or officers, and shall not make loans to its officers or directors.

Article V: Amendments

The Articles of Consolidation may be amended by a Supermajority Vote of the Governing Board present at any regular meeting or special meeting called for that purpose. Notice of any proposed amendment to the Articles of Consolidation shall be the same notice as proscribed in the Interlocal Agreement for proposed amendments to the Interlocal Agreement.

Article VI: Distribution of Assets Upon Dissolution or Liquidation

No director, trustee, or officer of the Consolidated Corporation, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Consolidated Corporation or the winding up of its affairs. Upon dissolution of the Consolidated Corporation, after paying, satisfying, and discharging, or making adequate provision therefor, of all liabilities and obligations of the Consolidated Corporation and after returning, transferring, or conveying assets held by the Consolidated Corporation requiring return, transfer, or conveyance on condition of the dissolution, all remaining assets of the Consolidated Corporation shall be distributed by the Governing Board as provided for in the Interlocal Agreement.

“Dissenting members,” as that term is used in RCW 24.06.245 through .255, will be entitled to the rights and allocation of assets set forth in the Interlocal Agreement, but may be limited to “a return of less than the fair value” of their membership as that term is used in RCW 24.06.255.

Article VII: Principals

Principals of the Consolidated Corporation must be general purpose municipal corporations or other general purpose municipal corporations or agencies meeting the requirements of the definition of “Principal” as set forth in the Interlocal Agreement. As used in the Articles of Consolidation, the responsibilities of the Principals and the manner of their election, appointment, or admission to membership and termination of membership shall be as provided for in the Interlocal Agreement. Voting by members of the Governing Board shall be as provided for in the Interlocal Agreement.

Article VIII: Directors of the Consolidated Corporation

The Consolidated Corporation shall be governed by a governing board (the “Governing Board”) comprised of its members in the number and selected as provided in the Interlocal Agreement. For purposes of the Articles of Consolidation and the Act, the “members” of the Governing Board shall constitute the “directors” of the Consolidated Corporation and the “Governing Board” shall serve as the “board of directors” of the Consolidated Corporation as defined in RCW 24.06.005.

Under the terms of the Interlocal Agreement, a temporary transition board (the “Transition Board”) shall serve as the initial Governing Board and shall be responsible for governing the Consolidated Corporation during its start-up period. The names and addresses of the members of the Transition Board are as follows:

[names and addresses to be added]

Article IX: Officers

Officers of the Governing Board of the Consolidated Corporation (“officers”) shall be selected as provided in the Interlocal Agreement. The names and addresses of the persons who are to serve as the initial officers are:

[names and addresses to be added]

Article X: Director Liability Limitations

Except to the extent otherwise required by applicable law (as it exists on the date of the adoption of the Articles of Consolidation or may be amended from time to time), a director of the Consolidated Corporation may not be personally liable to the Consolidated Corporation for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (III) for any act or omission occurring before the date when this provision becomes effective.

If the Act is hereafter amended to expand or increase the power of the Consolidated Corporation to eliminate or limit the personal liability of directors, then without any further requirement of action by the directors of the Consolidated Corporation, the liability of a director shall be limited to the full extent permitted by the Act.

Article XI: Indemnification

The Consolidated Corporation shall indemnify any director and officer of the Consolidated Corporation who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in the Consolidated Corporation to the full extent allowed by law, as presently in effect and as hereafter amended. By means of the Interlocal Agreement or a resolution or of a contract specifically approved by the Governing Board, the Consolidated Corporation may also indemnify an employee, or agent to such degree as the Governing Board determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the Consolidated Corporation.

The Governing Board of the Consolidated Corporation shall have the right to designate the counsel who shall defend any person or entity who may be entitled to indemnification, to approve any settlement, and to approve in advance any expense. The rights conferred by or pursuant to the Articles of Consolidation shall not be exclusive of any other rights that any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), the Articles of Consolidation, the bylaws of the Consolidated Corporation, a vote of the Governing Board of the Consolidated Corporation, or otherwise. No amendment to or repeal of the Articles of Consolidation shall adversely affect any right of any director, officer, employee, or agent for events occurring after the date of the adoption of the Articles of Consolidation and prior to such amendment or repeal.

Indemnification of directors and officers by the Consolidated Corporation shall be consistent with the terms of the Interlocal Agreement, the Act, the Interlocal Cooperation Act and other applicable law. In the event of any inconsistency between the Articles of Consolidation and the Interlocal Agreement, the terms of the Interlocal Agreement shall control to the extent consistent with applicable law.

Notwithstanding any other provision of the Articles of Consolidation, no indemnification shall be provided to any person if in the opinion of counsel, payment of such indemnification would cause the Consolidated Corporation to lose its exemption from federal income taxation.

Article XII: Bylaws

Bylaws of the Consolidated Corporation may be adopted by the Governing Board at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provisions of the Articles of Consolidation or the Interlocal Agreement. The authority to make, alter, amend or repeal bylaws is vested in the Governing Board and may be exercised at any regular or special meeting of the Governing Board. Notwithstanding anything in the foregoing, the bylaws initially approved by the Governing Board shall include a provision for the creation of an advisory budget review committee comprised of some number of finance directors from Principal agencies, or other Principals' staff members with equivalent expertise, to conduct a review of the proposed budget of the Consolidated Corporation and provide timely comment and recommendations to the Governing Board with respect to the proposed budget. Membership of the advisory budget review group may be merged into a standing budget committee in the future at the Board's discretion.

Article XIII: Conflicts

In the case of any conflict between any of the Articles of Consolidation and the bylaws of the Consolidated Corporation, the Articles of Consolidation shall control. In the case of any conflict between the Articles of Consolidation and the Interlocal Agreement, the Interlocal Agreement shall control.

Article XIV: Date of Consolidation

As permitted by RCW 23.95.210, the effective date for the consolidation for the Consolidated Corporation shall be [January 1,] 2018 (the "Consolidation Effective Date").

Article XV: Incorporators

The name and address of the incorporator representing SNOPAC is:

[name and address to be added]
Steve Guptill, Assistant Chief, Snohomish County Fire District # 7 and Chair, SNOPAC Board, SNOPAC, 1121 S.E. Everett May Way, Suite 200, Everett, WA, 98208.

The name and address of the incorporator representing SNOCOM is:

[name and address to be added]
Jerry Smith, Mayor, City of Mountlake Terrace and Chair, SNOCOM Board, 6204 215TH St. S.W., Mountlake Terrace, WA 98043

**ARTICLE THREE
AGREEMENT OF CONSOLIDATION**

Section 1. Agreement of Consolidation. Additional terms of the Consolidation are set forth in the Interlocal Agreement, which are hereby incorporated into this Plan of Consolidation. The Interlocal Agreement sets forth the agreement of SNOCOM and SNOPAC and their respective members with regard to the consolidation of their agencies, including but not limited to, provisions related to (a) services to be provided by the Consolidated Corporation, (b) authority and limitations on such authority of the Consolidated Corporation, (c) governance and voting (including the Transition Board and Governing Board, as such terms are defined in the Interlocal Agreement), (d) administration, (e) members, addition of new members, changes to status, and withdrawal from the Corporation, (f) indemnification, (g) inventory and property, (h) dispute resolution, and (i) termination of the Interlocal Agreement and dissolution of the Consolidated Corporation. By approval of this Plan of Consolidation, the Board of Directors of SNOPAC and the Board of Directors of SNOCOM approve the form of Interlocal Agreement attached hereto as Exhibit A.

Section 2. Transition Details for Consolidation. The following Section identifies, at a high level, key transition points for the Consolidation, and is intended to supplement the terms of the Interlocal Agreement attached hereto as Exhibit A.

(a) *Employees/Human Resources/Benefits.*

(i) As of the Consolidation Effective Date, all employees of SNOCOM and SNOPAC will be transferred to the Consolidated Corporation. Existing policies, procedures and practices will continue to be implemented until new policies are adopted by the Consolidated Corporation.

(ii) The current Collective Bargaining Agreements (“CBAs”) of SNOCOM and SNOPAC will remain in effect after the Consolidation Effective Date and negotiations with the respective guilds will occur as soon as reasonably possible to merge the two CBAs into a single, unified CBA, except as the guilds and the Governing Board of the Consolidated Corporation may otherwise agree. Prior to the time a new single CBA is in effect, payroll for the Consolidated Corporation (using the Consolidated Corporation’s UBI/EIN) will be administered through two systems, until such a time employees are transitioned into a common payroll system.

(iii) All currently offered employee benefit (PERS, long-term disability, health, sick/vacation/PTO, etc.) will continue to be offered to the respective groups until a new CBA is in place, unless the Governing Board and the guilds otherwise agree.

(b) *Cash/Funds/Purchasing/Accounts Payable.*

(i) All amounts held in reserve funds held by SNOCOM and SNOPAC as of the Consolidation Effective Date shall be transferred to the Consolidated Corporation to be placed in a reserve or capital fund(s) of the Consolidated Corporation.

(ii) All amounts held in operating funds held by SNOCOM and SNOPAC as of the Consolidation Effective Date shall be transferred to the Consolidated Corporation to be placed in an operating fund, with the exception of a small balance of funds to remain in the SNOCOM and SNOPAC operating fund sufficient enough to close out any Fiscal Year 2017 invoices that are received within 20 days after the Consolidation Effective Date. Once all Fiscal Year 2017 invoices have been paid, if any, any remaining funds will be transferred to the Consolidated Corporation. The Consolidated Corporation will process all Fiscal Year 2018 invoices.

(iii) The Consolidated Corporation will adopt and implement a purchasing policy and other fiscal policies as determined to be necessary.

(c) *Equipment.* All equipment owned by SNOCOM and SNOPAC will be transferred to the Consolidated Corporation as of the Consolidation Effective Date. A new master inventory will be created consistent with applicable asset policies.

(d) *Contracts.* All existing contracts between SNOCOM and SNOPAC and various vendors and providers will be transferred to the Consolidated Corporation as of the Consolidation Effective Date. As part of the due diligence process, any contract that is not transferrable will be held for renegotiation of the terms to maintain the contracted product or service with the Consolidated Corporation. Opportunities to consolidate duplicative vendor agreements will be made during the transition year including termination or renegotiation. Existing contracts for emergency communication services will be assigned to the Consolidated Corporation and service will be provided by the Consolidated Corporation as of the Consolidation Effective Date.

(e) *Services & Functions.* All existing dispatch, technical and other services and functions previously provided by SNOCOM and SNOPAC will effectively remain unchanged during the transition period. As noted in the Interlocal Agreement, members of SNOCOM and SNOPAC will have the option to become a Principal of the Consolidated Corporation, to contract for emergency communication services, or to receive emergency communication services from other providers.

(f) *Technology.* All existing technological offerings will continue as part of the Consolidated Corporation. The information technology department will, before and through the transition period, consolidate duplicative technology systems when possible.

**ARTICLE FOUR
ABANDONMENT**

This Plan of Consolidation may be abandoned upon the mutual consent of the respective governing boards of SNOCOM and SNOPAC at any time prior to the Consolidation Effective Date. In the event of the abandonment of this Plan of Consolidation, this Plan shall be void and have no effect and no liability shall be incurred hereunder on the part of either SNOCOM or SNOPAC or any of its board members, officers, directors, or employees.

Exhibit A
Interlocal Agreement
(See Attached)

DRAFT 10147 00001 gh316x428c

**SNOCOM/SNOPAC Boards Resolution
(September 19, 2017)**

[SOUTHWEST SNOHOMISH COUNTY COMMUNICATIONS AGENCY]
[SNOHOMISH COUNTY POLICE STAFF AND AUXILIARY SERVICES CENTER]

RESOLUTION _____

A Resolution authorizing the consolidation of the Southwest Snohomish County Communications Agency and the Snohomish County Police Staff and Auxiliary Services Center; adopting a Plan of Consolidation; approving the Articles of Consolidation; and approving other matters related thereto

WHEREAS, the Southwest Snohomish County Public Safety Communication Agency (“SNOCOM”), is a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.03 of the Revised Code of Washington (“RCW”) as expressly authorized by RCW 39.34.030(3)(b), for the purpose of providing emergency communication services to its member jurisdictions and other agencies that may contract with SNOCOM for services from time to time; and

WHEREAS, the Snohomish County Police Staff and Auxiliary Services Center (“SNOPAC”), is a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW as expressly authorized by RCW 39.34.030(3)(b), for the purpose of providing emergency communication services to its member jurisdictions and other agencies that may contract with SNOPAC for services from time to time; and

WHEREAS, SNOCOM and SNOPAC have worked for over three years to investigate the feasibility of a consolidating the two agencies and, in the last year and a half the Boards of Directors of the two agencies have negotiated terms and conditions for such a consolidation; and

WHEREAS, the Board of Directors of [SNOCOM][SNOPAC] (the “Board”) has determined that it is in the public interest to consolidate the two agencies in order to improve public safety and achieve economies of scale; and

WHEREAS, pursuant to RCW 24.03.195 and RCW 24.06.215, any two or more domestic corporations may consolidate into a new corporation pursuant to a plan of consolidation setting forth (a) the names of the corporations proposing to consolidate, and the name of the new corporation into which they propose to consolidate, which will thereafter be designated as the new corporation; (b) the terms and conditions of the proposed consolidation; (c) with respect to the new corporation, all of the statements required to be set forth in articles of incorporation; and (d) such other provisions with respect to the proposed consolidation as are deemed necessary or desirable; and

WHEREAS, pursuant to RCW 24.03.195 and RCW 24.06.220, the plan of consolidation must be approved by the board of directors of the consolidating corporation, at either an annual or a special meeting, by resolution that receives an affirmative vote of at least two-thirds of the votes cast; and

DRAFT 10147 00001 gj143q427h

WHEREAS, the Board now desires to approve the consolidation of SNOCOM and SNOBAC into a new countywide public safety dispatch agency to be known as “Snohomish County 911” and to adopt a plan of consolidation as required by chapters 24.03 and 24.06 RCW (the “Plan of Consolidation”); and

WHEREAS, under the Plan of Consolidation, on January 1, 2018 (the “Consolidation Effective Date”), SNOCOM and SNOBAC will become a single new corporation formed as a municipal instrumentality of its members pursuant to RCW 39.34.030 and organized as a nonprofit corporation under chapter 39.34 RCW as authorized by chapter 39.34 RCW, and SNOCOM and SNOBAC will cease to exist as separate legal entities; and

WHEREAS, all agencies who are members of SNOCOM and SNOBAC may join Snohomish County 911, either as a full member and co-owner or as an associate agency, or alternatively may contract for services from Snohomish County 911; and

WHEREAS, Snohomish County 911 will be governed by the terms of the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, including all exhibits thereto (the “Interlocal Agreement”) executed by its member agencies in the form of a governmental nonprofit corporation as authorized by chapter 39.34 RCW and chapter 24.06 RCW; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE [SOUTHWEST SNOHOMISH COUNTY PUBLIC SAFETY COMMUNICATION AGENCY][SNOHOMISH COUNTY POLICE STAFF AND AUXILIARY SERVICES CENTER], as follows:

Section 1. Approval of Consolidation; Adoption of Plan of Consolidation. The Board hereby approves the consolidation of SNOCOM and SNOBAC into a new entity to be known as “Snohomish County 911.” The Board hereby adopts and approves the Plan of Consolidation in the form attached hereto as Exhibit A and incorporated herein by this reference (the “Plan of Consolidation”).

SNOCOM and SNOBAC shall be consolidated pursuant to the terms and conditions of the Plan of Consolidation and the Interlocal Agreement, a form of which is attached as an exhibit to the Plan of Consolidation and incorporated therein by such reference. By the Board’s approval of the Plan of Consolidation, the Board hereby approves the form of Interlocal Agreement attached thereto.

The Board hereby requests the favorable consideration of this Plan of Consolidation and Interlocal Agreement by the member agencies of SNOBAC and SNOCOM. The members of SNOCOM and SNOBAC desiring to become members or associate agencies of Snohomish County 911 are hereby directed to present the Interlocal Agreement to their respective legislative bodies for consideration and approval, on such schedule as may be necessary in order that their local action is final and effective prior to December 31, 2017.

Section 2. Approval of Articles of Consolidation; Designation of Authorized Representative. The Board hereby approves the Articles of Consolidation for Snohomish County 911 as set forth in the Plan of Consolidation and in substantially the form set forth in Exhibit B and incorporated herein by this reference (the “Articles”). [NAME, TITLE] is hereby designated as the incorporator representing [SNOCOM][SNOPAC] (the “Authorized Representative”) and is authorized to execute the Articles on behalf of [SNOCOM][SNOPAC].

[Note: Sections 3 and 4 can be done as part of the consolidation action—this resolution-- or later this fall. Legal counsel recommends acting now in order that we may sooner file a complete package for review by the Secretary of State. The Transition Board members and officers must be approved in order to complete the Articles of Incorporation. The Articles also include the name of a registered agent—to be confirmed in discussion with the Joint Boards next week.]

Section 3. Selection of Three Transition Board Members and an Alternate. The Board hereby appoints the following four individuals, who are current Board Members or Alternates of the [SNOCOM][SNOPAC] Board to serve on the Snohomish County 911 Transition Board and perform such duties as required under the Interlocal Agreement; provided, however, that in the event a designated individual’s jurisdiction does not approve the Interlocal Agreement prior to December 15, the Board will appoint a Transition Board member from another jurisdiction that has so approved the Interlocal Agreement, in order to facilitate timely and complete filing of the Articles of Incorporation.

Board Members:

1. [name]
2. [name]
3. [name]

Board Alternate: [name]

Section 4. Approving slate of initial Board Officers. Based on upon the joint deliberations of the SNOCOM and SNOPAC Boards, the following four individuals have been selected as initial Officers of Snohomish County 911, and the [SNOCOM][SNOPAC] Board hereby ratifies and approves the selection of these Officers:

President: [name]

Vice-President: [name]

Secretary: [name]

Treasurer: [name]

In the event the designated President or Vice-President’s jurisdiction does not approve the Interlocal Agreement prior to December 15, or the designated staff members are no longer able to serve in the capacity as Secretary or Treasurer, the Board will appoint a Transition Board member from another jurisdiction that has so approved the Interlocal Agreement, in order to facilitate timely and complete filing of the Articles of Incorporation.

Section 5. Filing of Documents; Revisions. Upon approval of the Plan of Consolidation and Articles by SNOCOM and SNOPAC, the Board hereby directs such documents to be delivered to the Washington Secretary of State for filing in accordance with chapter 23.95 RCW. Notwithstanding anything herein to the contrary, the Authorized Representative is hereby authorized to make such changes to the Plan of Consolidation and/or the Articles as necessary to achieve the consolidation as contemplated therein and herein.

Section 6. Savings Clause. If any one or more of the provisions in this resolution shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution.

Section 7. General Authorization; Ratification of Prior Acts. The Authorized Representative and other appropriate officers of [SNOCOM][SNOPAC] are authorized to take any actions and to execute documents as in their judgment may be necessary or desirable in order to carry out the terms of, and complete the transactions contemplated by, this resolution and to accomplish the consolidation of SNOCOM and SNOPAC. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified.

Section 8. Effective Date. This resolution shall become effective after its approval and adoption.

Passed and adopted by the [Southwest Snohomish County Communications Agency][Snohomish County Police Staff and Auxiliary Services Center] Board of Directors on the ___ day of _____, 2017.

Chair

Attest: This ___ day of _____, 2017:

Executive Director

EXHIBIT A

Plan of Consolidation

[note: the ILA is an attachment to the Plan]
(attached)

DRAFT 10147 00001 gj143q427h

EXHIBIT B
ARTICLES OF CONSOLIDATION
(attached)

DRAFT 10147 00001 gi143q427h

**Member Agency Sample Ordinance
(September 19, 2017)**

Sample form of Ordinance/Resolution adopting the Snohomish County 911 ILA and approving 2018 assessment payment.

[ORDINANCE/RESOLUTION]_____

AN ORDINANCE OF THE [NAME OF LEGISLATIVE BODY] OF [NAME OF AGENCY] AUTHORIZING THE [CHIEF EXECUTIVE OFFICER] TO SIGN AN INTERLOCAL AGREEMENT CREATING SNOHOMISH COUNTY 911, A COUNTYWIDE CONSOLIDATED PUBLIC EMERGENCY COMMUNICATIONS AGENCY, AND AUTHORIZING OTHER RELATED ACTIONS

WHEREAS, [Name of Jurisdiction] (the “[Jurisdiction]”), a [municipal corporation] formed under the laws of the State of Washington (the “State”), is authorized by State law to provide emergency communications services to assist with the dispatch of [police and/or fire/emergency management] personnel to respond to 911 calls and related services; and

WHEREAS, [Jurisdiction] has for many years contracted with the [select one][Southwest Snohomish County Public Safety Communication Agency (“SNOCOM”), a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.03 of the Revised Code of Washington (“RCW”) as expressly authorized by RCW 39.34.030(3)(b)] [Snohomish County Police Staff and Auxiliary Services Center (“SNOPAC”), a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW as expressly authorized by RCW 39.34.030(3)(b)] for the provision of these emergency communications services; and

WHEREAS, SNOCOM and SNOPAC have worked for over three years to investigate the feasibility of a consolidating the two agencies and, in the last year and a half the Boards of Directors of the two agencies have negotiated terms and conditions for such a consolidation; and

WHEREAS, the Boards of Directors of SNOCOM and SNOPAC have determined that it is in the public interest to consolidate the two agencies in order to improve public safety and achieve economies of scale; and

WHEREAS, the Boards of Directors of SNOCOM and SNOPAC have each approved (by at least two-thirds affirmative vote) a resolution authorizing the consolidation of SNOCOM and SNOPAC into a new countywide public safety dispatch agency to be known as Snohomish County 911, pursuant to a plan of consolidation as required by chapter 24.06 RCW (the “Plan of Consolidation”); and

WHEREAS, under the Plan of Consolidation, on January 1, 2018 (the “Consolidation Effective Date”), SNOCOM and SNOPAC will become a single new corporation formed as a municipal instrumentality of its members pursuant to RCW 39.34.030 and organized as a nonprofit corporation under chapter 39.34 RCW as authorized by chapter 39.34 RCW, and SNOCOM and SNOPAC will cease to exist as separate legal entities; and

WHEREAS, all agencies who are members of SNOCOM and SNOPAC may join Snohomish County 911, either as a full member and co-owner (a “Principal”), or as an

associate agency (an "Associate Agency"), or alternatively may become a subscriber (a "Subscriber") of contract services; and

WHEREAS, Snohomish County 911 will be governed by the terms of the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, including all exhibits thereto (the "Agreement") in the form of a governmental nonprofit corporation as authorized by chapter 39.34 RCW and chapter 24.06 RCW; and

WHEREAS, for most or all of 2018 emergency communications dispatch operations will remain largely as they are today, operating out of two existing facilities but under a new unified governance structure under the Agreement; and

WHEREAS, [Jurisdiction] meets the qualifications of a [Principal / Associate Agency] as further defined in the Agreement; and

WHEREAS, the [Jurisdiction] has been provided forms of the Agreement, the Articles of Consolidation, the Plan of Consolidation, and other documents related to the consolidation of SNOCOM and SNOFAC in order to make the determinations set forth herein; and

WHEREAS, the [Legislative body of the Jurisdiction] finds it is in the public interest of the citizens of [Jurisdiction] to become [a Principal/Associate Agency] of Snohomish County 911 and to approve other matters related thereto as set forth herein;

NOW, THEREFORE, be it [resolved][ordained] by the [Legislative Body] of [Jurisdiction] as follows:

[FOR PRINCIPALS]:

Section 1. Approval of the Agreement; Execution. The [Jurisdiction] hereby approves the Agreement in substantially the form attached hereto as **Exhibit A** and incorporated herein by this reference, and elects to become a Principal of Snohomish County 911. The [Chief Executive Officer] is hereby authorized and directed to execute, on behalf of the [Jurisdiction], the Agreement, in form substantially similar to that attached as **Exhibit A**, and to take other steps as necessary and to execute any related documents in order that [Jurisdiction] may become a Principal of Snohomish County 911. By execution of the Agreement, the [Jurisdiction] hereby approves the consolidation of SNOCOM and SNOFAC pursuant to the Plan of Consolidation.

Section 2. Election of Services. [Jurisdiction] will request [police and/or fire/emergency management] dispatch services from Snohomish County 911 beginning January 1, 2018, and [Chief Executive Officer] is directed to accordingly complete and submit the certification of service form attached as Exhibit A to the Agreement.

Section 3. Approval of Assessments. [Jurisdiction's] assessments payable to Snohomish County 911 in 2018 as set forth in Exhibit E to the Agreement are hereby approved and are [or will be] included within [Jurisdiction's] 2018 budget.]

[For Associate Agencies]

Section 1. Approval of the Agreement; Execution. The [Jurisdiction] hereby approves the Agreement in substantially the form attached hereto as **Exhibit A** and incorporated herein by this reference, and elects to become an Associate Agency of Snohomish County 911. The [Chief Executive Officer] is hereby authorized and directed to execute, on behalf of the [Jurisdiction], the Agreement, in form substantially similar to that attached as Exhibit A, and to take other steps as necessary and to execute any related documents in order that [Jurisdiction] may become an Associate Agency of Snohomish County 911. By execution of the Agreement, the [Jurisdiction] hereby approves the consolidation of SNOCOM and SNOPAC pursuant to the Plan of Consolidation.

Passed by majority vote of the _____ [Legislative Body] in open meeting this _____ day of _____, 2017.

Signed in authentication thereof this ____ day of _____, 2017.

[insert appropriate signature blocks]

**Sample Briefing Memo
(September 19, 2017)**

Draft

Draft

Draft

SAMPLE BRIEFING MEMO FOR USE BY ALL AGENCIES

Draft dated 9.8.2017

Subject: EMERGENCY COMMUNICATIONS DISPATCH SERVICES: APPROVING INTERLOCAL AGREEMENT CREATING "SNOHOMISH COUNTY 911" BY CONSOLIDATION OF SNOCOM AND SNO PAC

Staff Contact: _____

Policy Issue: Shall [Jurisdiction] agree to become a Principal member of a new regional emergency communications services agency, to be known as "Snohomish County 911", formed by consolidating SNOCOM and SNO PAC?

- Options:¹
- (1) Approve the [Ordinance/Resolution] to authorize and direct the [Chief Executive Officer] to sign the Interlocal Agreement creating a new regional emergency communications services agency.
 - (2) Seek additional information from staff.
 - (3) Do not become a Principal and member of the new agency, and instead seek to contract for these services from the agency on a shorter-term basis.
 - (4) Do not become a member of the new agency and seek other service delivery options for dispatch of [as applicable: police, fire and emergency medical service] 9-11 calls.

Recommendation and Rationale:

Recommend approving the [Ordinance/Resolution] authorizing and directing the [Chief Executive Officer] to sign the Interlocal Agreement.

SNOCOM² and SNO PAC³ are both local government interlocal entities formed in the 1970s in Snohomish County to provide emergency call taking and dispatch services. The proposed

¹ This memo needs to be tailored for Agencies qualifying as Associate Agencies. For those agencies, the options are: (1) Approve the Ordinance to authorize and direct the [Mayor/City Manager] to sign the ILA and become an Associate Agency of NEW AGENCY, or (2) do not become an Associate Agency of the new Agency.

² SNOCOM (Southwest Snohomish County Public Safety Communications Agency) provides emergency communications services to seven cities and one regional fire authority in southwest Snohomish County.

Draft

Draft

Draft

Interlocal Agreement consolidating SNOCOM and SNOPAC and creating a new regional agency for emergency communications is the culmination of over a year and a half of work by the SNOCOM and SNOPAC Boards.

In October, 2017, both Boards acted to approve a plan to consolidate SNOCOM and SNOPAC into a new agency to be called "Snohomish County 911" ("New Agency"). Both Boards have approved the related Interlocal Agreement defining the governance and financing for the New Agency and recommend its approval by their respective member agencies.

The New Agency will provide countywide emergency communications services (9-1-1 and other emergency call response and dispatch) to all signatory to the Interlocal Agreement, and to "subscribers" who may contract for service with the New Agency. The New Agency will be established effective January 1, 2018, at which point SNOCOM and SNOPAC will cease to exist as separate legal entities. The New Agency will assume all the powers, rights and responsibilities of both SNOCOM and SNOPAC.

The rationale for consolidation is to improve public safety service levels and capture economies of scale that will be realized from combining operations of SNOCOM and SNOPAC.

- Consolidation will increase public safety by eliminating the need to transfer 40-50 thousand 9-1-1 calls each year (a problem created by the currently overlapping service territory of the two agencies). Today, each 9-1-1 call transferred results in over 20 seconds of delay in response time which can impact public safety and is far from ideal in terms of public service; the call-transfer process also ties up staff that could be working to answer other 9-1-1 calls.
- A fully-integrated dispatch operation will require less staff than two separate operations. Consolidation is anticipated to save up to a million dollars a year once optimal agency size is met, as compared to current operations. Optimal agency size will be accomplished through natural attrition over the next 1-2 years--the Boards have both committed to a no-lay-off policy for this project.
- The two agencies already operate on identical, integrated software platforms, so the transition is expected to be relatively inexpensive and straightforward. The existing SNOPAC facility is large enough to accommodate both operations for at least the next decade, and the existing SNOCOM facility will be maintained as a back-up location.

More background and details on the project are provided below and in the attachments to this briefing memo.

³ SNOPAC (Snohomish County Police Staff and Auxiliary Services Center) provides emergency communications services to the majority of cities, towns and fire districts in Snohomish County as well as the County Sheriff Department.

Draft

Draft

Draft

Approval of the [Ordinance/Resolution] at **Attachment A** will approve [Jurisdiction] to become a [Principal member] of the New Agency and authorize the [Chief Executive Office] to execute the associated Interlocal Agreement. Approval of the Ordinance will also approve the [Jurisdiction's] share of the 2018 budget for the New Agency.

Schedule:

The schedule adopted by the Boards calls for each member agency of SNOCOM and SNOPAC to make a decision by the end of calendar year 2017 whether to join the New Agency and become a party to the Interlocal Agreement.

Fiscal Impact

In 2018, [Jurisdiction's] fees will be consistent with the approved [*as applicable*: SNOCOM / SNOPAC] 2018 budget, which allocates to [Jurisdiction] as total annual assessment of [\$_____], based on the current [SNOCOM/SNOPAC] assessment formula.

For each future budget, [Jurisdiction] will be asked to approve its share of the New Agency budget as part of the [Jurisdiction's] regular budget process. Beginning in 2019, a new assessment formula will be in place, discussed further below. The new assessment formula is based on combining aspects of the current SNOCOM and SNOPAC assessment formulas with the goal of implementing a cost allocation approach that accurately reflects the workload and cost imposed by each member agency on the regional dispatch operation.

Background:

The Interlocal Agreement reflects the deliberations of the SNOCOM and SNOPAC Boards over the past approximately eighteen months. After extensive discussion to create the New Agency and have recommended adoption of the Interlocal Agreement to all their members. SNOCOM and SNOPAC will not be parties to the ILA: they have approved and implemented the consolidation by their separate actions.

The consolidation project process has been lengthy and iterative. A "Joint Task Force" (JTF) composed of three members from each Board and two non-voting members from the SERS⁴ Board was tasked with developing recommendations for review and approval by the SNOCOM and SNOPAC Boards, based upon an approved work plan. At each step, the JTF brought forward recommended policies and options for consideration by the Boards, and then moved

⁴ SERS is the Snohomish Emergency Radio System agency, which owns and operates the radio towers and related equipment to support the current 800 MHz emergency radio system used by SNOCOM, SNOPAC and local police and fire/EMS agencies. SERS members include the County and 10 other cities and Fire District 1.

Draft

Draft

Draft

forward based on the Boards' direction. Membership of both SNOCOM and SNOPAC Boards as well as the JTF is set forth at **Attachment B**.

The JTF and Boards have worked to make the process inclusive and transparent. All the meeting agendas and materials of the JTF and related SNOCOM and SNOPAC board packets have been posted online and are accessible to the public, member agencies and employees. The JTF has been supported in its work by the two Executive Directors, Terry Peterson of SNOCOM and Kurt Mills of SNOPAC, as well as an independent facilitator and agency staff. Most member agencies of SNOCOM and SNOPAC have received individual briefings on the project in the last five months. Local online and print media have published several news articles about the effort. Employees and labor leaders at SNOCOM and SNOPAC have been kept in the loop with regular briefings. Employees were surveyed early in the process as to their ideas and concerns regarding consolidation; they were also polled regarding the name for the New Agency.

Transitioning to the New Agency

The Boards have adopted an operational transition plan to guide consolidation of SNOCOM and SNOPAC into the New Agency. This transition plan is not part of the Interlocal Agreement, but is part of the Boards' action to approve consolidation. It is presented at **Attachment C**, together with correspondence from the [SNOCOM/SNOPAC] Board to its members regarding the consolidation.

In summary, the operational consolidation plan provides as follows:

Employees: All employees will become employees of the New Agency on January 1 2018; their terms of employment will remain unchanged. A major task for the first year will be to negotiate a new unified collective bargaining agreement covering all unionized employees.

Operations: In 2018 operations will continue essentially "as-is," in the two current locations.

Facilities: In 2018, the SNOPAC facility will be remodeled to accommodate the SNOCOM staff and equipment. Costs of the remodel will be funded from New Agency reserves. The plan is for all employees to be operating from within a single primary location by January 2019. The current SNOCOM facility will continue to be leased from Mountlake Terrace for use as a "warm-back-up" facility, in the event the SNOPAC facility becomes unavailable. The SNOPAC facility is large enough to accommodate expected growth of the new agency over at least the next decade.

Equipment and Technology Systems: Since both SNOCOM and SNOPAC operate on the same software platforms, there is little in the way of technology or equipment adjustment.

Draft

Draft

Draft

Funds currently held by SNOCOM and SNOPAC: At the end of 2017, funds on hand at SNOCOM and SNOPAC will be transferred to the New Agency. All funds held today in reserves at SNOCOM and SNOPAC will be placed into reserves of the New Agency.

Paying for the cost of the consolidation: The costs of consolidation – legal, space remodeling, moving, etc.) will be paid for from reserve funds held by SNOCOM, SNOPAC and the New Agency.

Overview of Terms of the Interlocal Agreement

Once the major deal points had been agreed upon by the two Boards, the agencies engaged outside legal counsel, Deanna Gregory and Jay Reich of Pacifica Law Group, to assist with drafting the Interlocal Agreement and Articles of Consolidation. The Interlocal Agreement is reproduced in full at **Attachment G**. The related Articles of Consolidation and Plan of Consolidation (incorporating statutory requirements and reflecting the terms of the ILA) are reproduced at **Attachment H**. These two documents do not need to be approved by [Jurisdiction], but are attached for your reference.

The key terms in the Interlocal Agreement are described below. Capitalized terms are defined in the Interlocal Agreement.

1. **Consolidation of SNOCOM and SNOPAC into a new nonprofit corporation.** Today, both SNOCOM and SNOPAC are formed as nonprofit corporations whose members are local governments. This structure will be replicated with the New Agency, which will be created by consolidating SNOCOM and SNOPAC into a new nonprofit corporation under chapter 24.06 RCW. The new agency nonprofit corporation is a governmental instrumentality whose members (“Principals”) must be units of local government which Directly Provide police and/or fire/EMS services. The benefit of the consolidation approach⁵ is that it can be accomplished with approval of two-thirds of each Board, and the New Agency as a matter of law seamlessly acquires all the rights and obligations, contracts, properties and employees of the two component agencies.
2. **Effective Date.** The Interlocal Agreement is dated to become effective as of January 1, 2018—this is the date that the New Agency will be created and SNOCOM and SNOPAC will cease to exist as separate legal entities.
3. **Term of Agreement.** The initial term of the Interlocal Agreement – during which time no Principal member can terminate its participation — is 6 years. Thereafter, the Agreement has a perpetual term.

⁵ As opposed to dissolving the two existing agencies and creating a new one.

Draft

Draft

Draft

4. **Withdrawal.** A Principal can withdraw from the Agreement by giving at least 18 months' advance notice (termination date coinciding with the last upon last day of the next budget year). The earliest termination date is the end of the initial 6 year term.

5. **Services and Programs Offered by the new Agency.** The main function of the New Agency is to provide Emergency Communications Service – essentially, 9-1-1 call taking and dispatch of police and fire/EMS response. All programs currently offered by SNOCOM and SNOAC will be offered by the New Agency.
 - a. SNOAC offers some special services by separate agreement, such as a managed laptop program. These "Additional Services" are optional, and the cost of providing them is not included in the assessment formula charged to Principals.
 - b. SNOCOM offers Enhanced Police Records Services to its police agencies. These services are not offered by SNOAC.⁶ SNOCOM members receiving this service today will continue to receive the service through 2019. In 2019, the Board of the New Agency will decide how and whether to provide and charge for this service in 2020 and beyond.
 - c. Over time, as technology and service expectations evolve, the New Agency may provide additional services integrally related to emergency communications dispatch. These "Ancillary Services" will be incorporated into the assessment formula for allocating costs to Principals.

6. **Potential acquisition of SERS (owner/operator of the Snohomish County emergency public radio system).** Upon a Supermajority Vote of the Board, the New Agency could choose to acquire SERS without re-opening the Agreement. The acquisition would also require the consent of the SERS board.

7. **Members of the New Agency.** There are two types of membership in the New Agency Principals and Associate Agencies. In addition, agencies may contract for service from the new agency as Subscribers.
 - a. "Principals"—are signators to the Interlocal Agreement. Principals are co-owners of the New Agency and have a vote in appointing Board members. "Single Service Principals" are cities or towns that provide *either* police or fire/EMS service *but not both*, and receive the service which they do not Directly Provide from a Principal or Subscriber: these Single Service Principals participate in the selection of a voting Board Member as well as in the selection of a non-voting board member.
 - b. "Associate Agencies" are local governments that do not Directly Provide police or fire/EMS services but instead purchase it via contract from another local government who is a Principal or Subscriber of the new agency. Signing the

⁶ Most SNOAC member police agencies purchase enhanced police records services from Snohomish County.

Draft

Draft

Draft

Interlocal Agreement is optional for these jurisdictions; they will pay a nominal annual fee, to be set each year by the Governing Board. Associate Agencies participate in selection of a non-voting board member and are guaranteed acceptance as a Principal without a latecomer fee in the event they decide to Directly Provide police or fire/EMS service.

- c. "Subscribers" are agencies which Directly Provide police or fire/EMS service but choose not to sign the Interlocal Agreement and instead purchase service from the New Agency. A form of contract will be prepared for these Subscribers and will be made available for review this fall; execution of any subscriber contracts would occur in early 2018. A Subscriber that could have opted to be Principal will have a minimum of a 6% risk premium added to its annual user fees. See **Attachment D** for a summary of this membership structure.

- 8. **Governance.** With potentially as many as fifty member agencies, it was necessary to develop a representative board structure. After months of deliberation, the SNOCOM and SNOAC Boards agreed that the New Agency will be governed by a Board of fifteen (15) voting members plus one (1) non-voting member. Ten (10) voting members will be chosen by Principals that operate police agencies; five (5) voting members will be chosen by Principals with fire/EMS operations. This allocation of Board seats generally matches the workload imposed by the two disciplines and the revenues they will contribute to the New Agency. In addition:

- a. Each of the voting board members has 1 vote. There is no weighted voting.
- b. Terms of office are two years.
- c. Board members are chosen through a caucus process, where similarly-sized police agencies, and similarly sized fire/EMS agencies meet together to appoint 1-3 representatives (number of representatives depends on the caucus). The rules for forming caucuses are slightly different for police agencies as compared to the process used for fire/EMS agencies.
- d. Police caucuses also have rules that require them to appoint a mix of lead operational staff and elected officials to the Board. Fire/EMS caucuses are not subject to this rule and may choose to appoint elected officials or lead operational staff to the Board.
- e. Associate Agencies and Single-Service Principals jointly select a single non-voting board member.
- f. Membership in caucuses is fluid—it will shift as population and New Agency membership shifts over time.
- g. A six (6) member transition board will be chosen this fall by the SNOCOM and SNOAC boards – 3 members plus 1 alternate from each Board -- to oversee the New Agency for the few weeks of 2018 until caucuses can be convened to select Board members.

Draft

Draft

Draft

January 2017 and has been reviewed at several sessions with finance directors and other staff from interested agencies.

- b. The new assessment formula results are fairly similar to the current assessments for most SNOPAC members; however, SNOCOM police agencies will see a sizeable reduction in their fees and the South Snohomish County Fire & Rescue RFA will see a sizeable increase in its fees. To address this, one-time "rate-smoothing" is proposed for 2019, where Principals and Subscribers seeing more than a 9% reduction in fees will have their fees adjusted in order to fund a mitigation payment for those Principals and Subscribers with more than a 9% increase in fees. The contribution obligation and payment amounts are both capped.
- c. In 2018, Principals will pay assessments based on their current agency formulas from either SNOCOM or SNOPAC (as applicable), since in 2018, the two operations will continue pretty much as-is.
- d. Transition/consolidation costs will be funded from reserves.
- e. The assessment formula is depicted at **Attachment G**. It is described in text at Exhibit C of the Interlocal Agreement.

12. **Budgets.** Each year, the Agency will adopt a budget for the following year by no later than September 15. The [Jurisdiction] will then be asked to approve its Assessment as part of its regular budget process. If [Jurisdiction] does not approve its Assessment, it may be converted to a Subscriber by action of the Board. The 2018 budget for the New Agency is basically the proposed 2018 SNOCOM and SNOPAC budgets combined. (See Exhibit D of Interlocal Agreement).

Attachments:

Attachment A: Ordinance Authorizing [Jurisdiction] to enter into the Interlocal Agreement and execute the Articles of Consolidation. [sample attached]

Attachment B: Members of SNOCOM Board, SNOPAC Board, and Joint Task Force

Attachment C: Operational Consolidation Plan approved by SNOCOM and SNOPAC Boards, together with correspondence from [SNOCOM/SNOPAC Board] regarding consolidation.

Attachment D: New Agency membership structure

Attachment E: Board structure -- caucuses and agency membership (based on 2016 population, assuming all agencies qualified to become Principals do so)

Attachment F: Diagram of Principals Assessment Formula

Attachment G: Interlocal Agreement

Attachment H: Articles of Consolidation and Plan of Consolidation

Draft

Draft

Draft

Attachment E: New Agency membership structure

Type of Member	Definition	Payment Basis	Notes:
Principal	<p>Direct provider of police or fire/EMS services. Must be a unit of local government or the County. (RFA will qualify; joint operating agency like Marysville Fire District will qualify).</p> <p>These agencies sign the ILA—they are Members.</p>	<p>Directly billed for their service under the assessment formula, as well as for any additional services they contract for with New Agency.</p>	<p>“Single Service Principals”—a subset of Principals-- Cities or Towns that directly provide either police or fire service but not both, and which receive their non-directly provided service by contract (as opposed to being annexed into a fire district or RFA). Single Service Principals participate with Associate Agencies in the selection of the non-voting board member seat.</p>
Associate Agency	<p>A city or town that does not directly provide either fire /EMS service or police service and receives such service by a contract with a Principal or a Subscriber.</p> <p>These may choose to sign the ILA.</p>	<p>May be directly billed if their service provider agrees.</p> <p>Will also pay a nominal annual fee as consideration.</p>	<p>Associate Agencies participate in selecting a non-voting board member, together with Single Service Principals.</p>
Subscriber	<p>An agency that is neither a Principal or Associate Agency that wants to instead contract for services on a periodic basis on terms to be negotiated with the agency</p> <p>These agencies do not sign the ILA</p>	<p>Will pay on negotiated basis –</p>	<p>Fees may or may not be the same as the Principals’ fee formula.</p> <p>A minimum of a 6% risk premium will be added to contracts for Subscribers who could have chosen to be Principals but elected to be Subscribers.</p>

Draft

Draft

Draft

Attachment E: Board structure -- caucuses and agency membership (based on 2016 population, assuming all agencies qualified to become Principals do so

	Police Services providers (excludes Bothell) <i>All these agencies could choose to become Principals or Subscribers</i>	OFM Population 2016	%	4 caucuses <i>Caucuses are created working up from smallest agencies to largest – smaller three caucuses are roughly evenly sized after deducting population of largest caucus.</i>
Caucus 1	Unincorp. Snohomish County (pop. includes contract cities)	367,150	48.6%	48.6% 2 seats 1 appointee must be operational staff or sheriff
Caucus 2	Everett	108,300	14.3%	14.3% 2 seats 1 appointee must be operational staff and one must be elected
Caucus 3	Marysville	64,940	8.6%	18.8% 3 seats 1 appointee must be operational staff and one must be elected
	Edmonds	40,900	5.4%	
	Lynnwood	36,590	4.8%	
Caucus 4	Lake Stevens	30,900	4.1%	18.3% 3 seats 1 appointee must be operational staff and one must be elected
	Mountlake Terrace	21,090	2.8%	
	Mukilteo	21,070	2.8%	
	Mill Creek	19,900	2.6%	
	Arlington	18,620	2.5%	
	Monroe	18,120	2.4%	
	Brier	6,555	0.9%	
Woodway	1,335	0.2%		
	Total Pop. Served	755,470	100.00%	

Police Service Providers –10 seats

- Agency membership within a caucus may shift over time depending the relative population served of each agency and the number of agencies participating.
- Caucuses composed of one representative from each agency. Caucus representatives are designated by legislative body of the agency, or if local rules require, the executive. Each caucus meets to select its board members (terms of office TBD).
- Sheriff contract cities and towns —Stanwood, Snohomish, Gold Bar, Darrington, Granite Falls and Sultan-- may join the new agency as Associate Agencies and participate in the selection of a non-voting Board member
- Unless otherwise noted, seats can be given to either elected officials or senior staff (Chief/Deputy/Asst.)
- There will be a single designated alternate for each board seat; each caucus will prioritize the order in which its will be called in the event of any absence in the caucus’s board members.

Draft

Draft

Draft

- Where multiple board seats are shared amongst multiple agencies, no single agency will have more than 1 seat.

Draft

Draft

Draft

Attachment E (cont'd.) Fire Service Providers –5 seats

	Fire Service Providers, by population served --excl. Bothell	Based on 2016 OFM Pop.	%	<i>Caucuses based on share of total population served:</i> <i>Large (14%+)</i> <i>Medium (>3% <14%)</i> <i>Small (3% or less)</i>
	All these agencies could chose to become either Principals or Subscribers			
Caucus 1	South County Fire & Rescue Regional Fire Authority (created from FD1 and Lynnwood Fire)	251,430	33.8%	3 seats (58.7% of total pop. Served)
	FD #7 (incl. FD#3)	112,696	15.2%	
	Everett	108,300	14.6%	
Caucus 2	FD #12	79,452	10.7%	1 seat (20.7% of total pop. served)
	FD#8	45,846	6.2%	
	FD #4	28,005	3.8%	
Caucus 3	North County RFA	22,493	3.0%	1 seat (15.69% of total pop. Served)
	Mukilteo	21,070	2.8%	
	Arlington	18,620	2.5%	
	FD #17	12,591	1.7%	
	FD #21	8,517	1.1%	
	FD #5	8,437	1.1%	
	FD #15	4,942	0.7%	
	FD #22	4,883	0.7%	
	FD #26	4,546	0.6%	
	FD #19	3,300	0.4%	
	FD #24	3,112	0.4%	
	FD #16	2,783	0.4%	
	FD #25	919	0.1%	
	FD #28	541	0.1%	
	FD #23	352	0.05%	
	FD #27	69	0.009%	
	Total Pop. served	742,904	99.96%	

- Agency membership within a caucus may shift over time depending the relative population served of each agency and the number of agencies participating.
 - Caucuses composed of one representative from each agency. Caucus representatives are designated by legislative body of the agency, or if local rules require, the executive. Each caucus meets to select its board members (terms of office TBD).
 - Unless otherwise noted, seats can be given to either elected officials or senior staff (Chief/Deputy/Asst.)
 - There will be a single designated alternate for each board seat; each caucus will prioritize the order in which its will be called in the event of any absence in the caucus’s board members.
- Where multiple board seats are shared amongst multiple agencies, no single agency will have more than 1 seat.

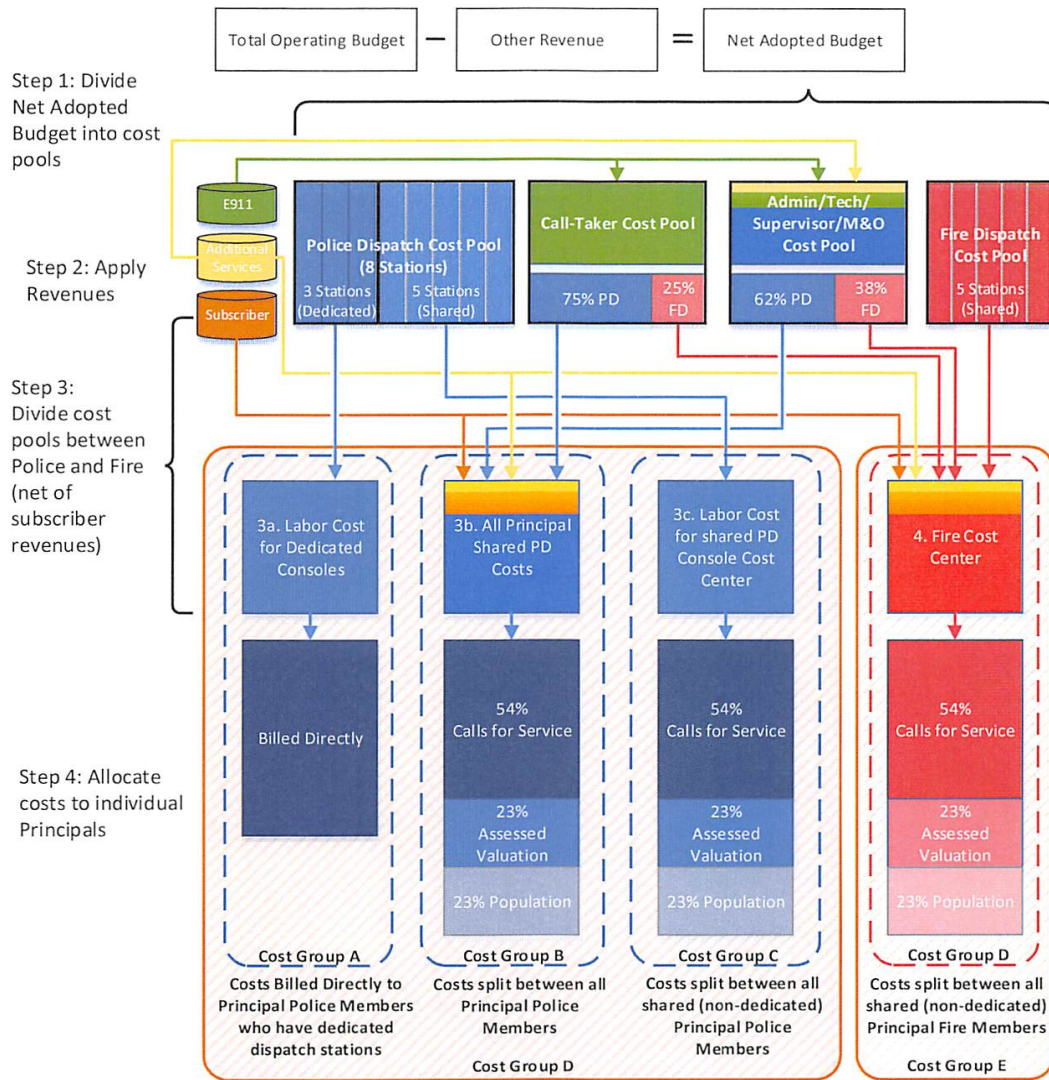
Draft

Draft

Draft

Attachment F: Diagram of Principals' Assessment Formula

[NEW AGENCY] Assessment Formula Diagram



Principal Assessment Calculation:
 Principal Police Non-Dedicated = Cost Group B + Cost Group C
 Principal Police Dedicated = Cost Group A + Cost Group B
 Principal Fire Non-Dedicated = Cost Group C

Subscriber Assessment Calculation:
 Subscriber = Cost-Per-Call (Calculated using Cost Group D for Police and Group E for Fire (less any subscriber revenues); Subscribers who are eligible to be a Principal, who have a cost cap, will pay an additional risk premium

**Articles of Consolidation
(September 27, 2017)**

SNOHOMISH COUNTY 911
ARTICLES OF CONSOLIDATION
CONSOLIDATION DATE: JANUARY 1, 2018

**ARTICLES OF CONSOLIDATION
OF
SNOHOMISH COUNTY 911**

We, the undersigned, acting as the incorporators of a consolidated corporation under the provisions of the Washington Nonprofit Miscellaneous and Mutual Corporations Act (chapter 24.06 of the Revised Code of Washington (“RCW”), referred to herein as the “Act”) and the Washington Interlocal Cooperation Act (chapter 39.34 RCW), hereby sign and verify the following Articles of Consolidation (“Articles”) for such corporation.

**Article I: Consolidation; Plan of Consolidation;
Name and Place of Business of Consolidated Organization**

Pursuant to Resolution No. ____ adopted on October __, 2017 by the board of directors of the Southwest Snohomish County Public Safety Communication Agency (“SNOCOM”), a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.03 RCW, and Resolution No. __ adopted on October __, 2017 by the board of directors of the Snohomish County Police Staff and Auxiliary Services Center (“SNOPAC”), a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW, at least two-thirds of each board voted in favor of consolidating SNOCOM and SNOPAC and approved a plan of consolidation (“Plan of Consolidation”) as required by chapters 24.03 and 24.06 RCW, and at such meetings a quorum was present throughout. The Plan of Consolidation approved by each board is attached hereto as Exhibit A and is incorporated herein by this reference.

Pursuant to chapters 24.03 and 24.06 RCW, as of Consolidation Effective Date (as defined in Article XIV of these Articles), SNOCOM and SNOPAC shall cease to independently exist and the consolidated corporation shall be formed as a municipal instrumentality of its members (“Principals”) pursuant to RCW 39.34.030 and shall be organized as a nonprofit corporation under chapter 24.06 RCW as authorized by chapter 39.34 RCW.

The name of the corporation consolidated hereunder shall be “Snohomish County 911.”
The principal place of business of this corporation shall be 1121 S.E. Everett ~~Ma11-Mall~~ Way, Suite 200, Everett, WA, 98208, subject to change by the Governing Board (as defined below).

Article II: Duration

Snohomish County 911 shall have perpetual existence.

Article III: Registered Office and Agent

The name and address of the initial registered agent of Snohomish County 911 is: [Deanna Gregory, Esq. c/o Pacifica Law Group LLP 1191 2nd Ave., Suite 2000, Seattle, WA 98101.](#)

Article IV: Purposes and Powers

Section 1. Purposes. The purpose for which Snohomish County 911 is organized is to provide police, fire, and emergency medical services support communications to its Principals and other public and private agencies that may contract with Snohomish County 911 for such services pursuant to the terms of the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, as it may be amended from time to time (the “Interlocal Agreement”). Snohomish County 911 shall engage in all such activities as are incidental or conducive to the attainment of the objectives of Snohomish County 911, as set out in the Interlocal Agreement.

Section 2. Definitions. All terms used in these Articles shall have the same meaning as in the Interlocal Agreement, unless specifically indicated to the contrary.

Section 3. Powers. In general, and subject to such limitations and conditions as are or may be prescribed by law, or in these Articles, in the bylaws of Snohomish County 911 or in the Interlocal Agreement, Snohomish County 911 shall have all powers which now or hereafter are conferred under chapters 24.06 and 39.34 RCW and other applicable law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of Snohomish County 911’s purposes.

Section 4. Limitation of Power. Notwithstanding any of the provisions of these Articles, Snohomish County 911 shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Sections 115 or the Internal Revenue Code or by an organization, contributions to which are deductible under Section 170(c)(2). No part of the net earnings of Snohomish County 911 shall inure to the benefit of any director (as defined herein), officer (as defined herein) or private individual. No substantial part of the activities of Snohomish County 911 shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted by the Internal Revenue Code, and Snohomish County 911 shall not participate in, or intervene in (including the publication or distribution of statements regarding) any political campaign on behalf of or in opposition to any candidate for public office. Snohomish County 911 shall not have or issue shares of stock, shall not make any disbursement of income to its directors or officers, and shall not make loans to its officers or directors.

Article V: Amendments

These Articles may be amended by a Supermajority Vote of the Governing Board present at any regular meeting or special meeting called for that purpose. Notice of any proposed amendment to these Articles shall be the same notice as prescribed in the Interlocal Agreement for proposed amendments to the Interlocal Agreement.

Article VI: Distribution of Assets Upon Dissolution or Liquidation

No director, trustee, or officer of Snohomish County 911, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of Snohomish County 911 or the winding up of its affairs. Upon dissolution of Snohomish County 911, after paying, satisfying, and discharging, or making adequate provision therefor, of all liabilities and obligations of Snohomish County 911 and after returning, transferring, or conveying assets held by Snohomish County 911 requiring return, transfer, or conveyance on condition of the dissolution, all remaining assets of Snohomish County 911 shall be distributed by the Governing Board as provided for in the Interlocal Agreement.

“Dissenting members,” as that term is used in RCW 24.06.245 through .255, will be entitled to the rights and allocation of assets set forth in the Interlocal Agreement, but may be limited to “a return of less than the fair value” of their membership as that term is used in RCW 24.06.255.

Article VII: Principals

Principals of the Consolidated Corporation must be general purpose municipal corporations or other general purpose municipal corporations or agencies meeting the requirements of the definition of “Principal” as set forth in the Interlocal Agreement. As used in the Articles of Consolidation, the responsibilities of the Principals and the manner of their election, appointment, or admission to membership and termination of membership shall be as provided for in the Interlocal Agreement. Voting by members of the Governing Board shall be as provided for in the Interlocal Agreement.

Article VIII: Directors of Snohomish County 911

Snohomish County 911 shall be governed by a governing board (the “Governing Board”) comprised of its members in the number and selected as provided in the Interlocal Agreement. For purposes of these Articles and chapter 24.06 RCW, the “members” of the Governing Board shall constitute the “directors” of Snohomish County 911 and the “Governing Board” shall serve as the “board of directors” of Snohomish County 911 as defined in RCW 24.06.005.

Under the terms of the Interlocal Agreement, a temporary transition board (the “Transition Board”) shall serve as the initial Governing Board and shall be responsible for governing the Snohomish County 911 during its start-up period. The names and addresses of the members of the Transition Board (and the two designated alternates) are as follows:

TRANSITION BOARD MEMBERS

- | | |
|-----------------------|--|
| <u>Robert Colinas</u> | <u>Mayor, City of Brier</u>
<u>2901 228th St. S.W. Brier WA 98036</u> |
| <u>Steve Guptill</u> | <u>Asst. Fire Chief, Snohomish County Fire District #7</u>
<u>163 Village Court, Monroe, WA 98272</u> |
| <u>Thomas Mesaros</u> | <u>Councilmember, City of Edmonds</u>
<u>121 5th Ave. N., Edmonds, WA 98020</u> |

<u>Pam Pruitt</u>	<u>Mayor, City of Mill Creek</u> <u>15728 Main Street, Mill Creek, WA 98012</u>
<u>Rick Smith</u>	<u>Police Chief, City of Marysville</u> <u>1635 Grove St., Marysville, WA 98270</u>
<u>Ty Trenary</u>	<u>Sheriff, Snohomish County</u> <u>3000 Rockefeller Ave., M/S 606, Everett, WA 98201</u>
	<u>TRANSITION BOARD ALTERNATES</u>
<u>George Hurst</u>	<u>Councilmember, City of Lynnwood</u> <u>19100 44th Ave W, Lynnwood WA 98046</u>
<u>Dan Templeman</u>	<u>Police Chief, City of Everett</u> <u>3002 Wetmore Ave., Everett, WA 98201</u>

Article IX: Officers

Officers of the Governing Board of Snohomish County 911 (“officers”) shall be selected as provided in the Interlocal Agreement. The names and addresses of the persons who are to serve as the initial officers are:

<u>OFFICER</u>	<u>ADDRESS</u>
<u>President: Thomas Mesaros</u>	<u>City of Edmonds, 121 5th Ave. N.,</u> <u>Edmonds, WA 98020</u>
<u>Vice President: Ty Trenary</u>	<u>Snohomish County Sheriff Dept.</u> <u>3000 Rockefeller Ave., M/S 606</u> <u>Everett, WA 98201</u>
<u>Secretary: Terry Peterson</u>	<u>Snohomish County 911</u> <u>1121 S.E. Everett Ma11-Mall Way, Suite 200,</u> <u>Everett, WA, 98208</u>
<u>Treasurer: Angie Baird</u>	<u>Snohomish County 911</u> <u>1121 S.E. Everett Ma11-Mall Way, Suite 200,</u> <u>Everett, WA, 98208</u>

Article X: Director Liability Limitations

Except to the extent otherwise required by applicable law (as it exists on the date of the adoption of these Articles or may be amended from time to time), a director of Snohomish County 911 may not be personally liable to Snohomish County 911 for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (iii) for any act or omission occurring before the date when this provision becomes effective.

If the Act is hereafter amended to expand or increase the power of Snohomish County 911 to eliminate or limit the personal liability of directors, then without any further requirement of action by the directors of Snohomish County 911, the liability of a director shall be limited to

the full extent permitted by the Washington Nonprofit Miscellaneous and Mutual Corporations Act.

Article XI: Indemnification

Snohomish County 911 shall indemnify any director and officer of Snohomish County 911 who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in Snohomish County 911 to the full extent allowed by law, as presently in effect and as hereafter amended. By means of the Interlocal Agreement or a resolution or of a contract specifically approved by the Governing Board, Snohomish County 911 may also indemnify an employee, or agent to such degree as the Governing Board determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of Snohomish County 911.

The Governing Board of Snohomish County 911 shall have the right to designate the counsel who shall defend any person or entity who may be entitled to indemnification, to approve any settlement, and to approve in advance any expense. The rights conferred by or pursuant to this Article shall not be exclusive of any other rights that any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), these Articles, the bylaws of Snohomish County 911, a vote of the Governing Board of Snohomish County 911, or otherwise. No amendment to or repeal of these Articles shall adversely affect any right of any director, officer, employee, or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

Indemnification of directors and officers by Snohomish County 911 shall be consistent with the terms of the Interlocal Agreement, the Act and other applicable law. In the event of any inconsistency between this Article and the Interlocal Agreement, the terms of the Interlocal Agreement shall control to the extent consistent with applicable law.

Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the opinion of counsel, payment of such indemnification would cause Snohomish County 911 to lose its exemption from federal income taxation.

Article XII: Bylaws

Bylaws of Snohomish County 911 may be adopted by the Governing Board at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provisions of these Articles or the Interlocal Agreement. The authority to make, alter, amend or repeal bylaws is vested in the Governing Board and may be exercised at any regular or special meeting of the Governing Board. Notwithstanding anything in the foregoing, the bylaws initially approved by the Governing Board shall include a provision for the creation of an advisory budget review committee-group comprised of some number of finance directors from Principal agencies, or other Principals' staff members with equivalent expertise, to conduct a review of the proposed budget of the Consolidated Corporation and provide timely comment and recommendations to the Governing Board with respect to the proposed budget.

Membership of the advisory budget review group may be merged into a standing budget committee in the future at the Board’s discretion.

Article XIII: Conflicts

In the case of any conflict between any of these Articles and the bylaws of Snohomish County 911, these Articles shall control. In the case of any conflict between these Articles and the Interlocal Agreement, the Interlocal Agreement shall control.

Article XIV: Date of Consolidation

As permitted by RCW 23.95.210, the effective date for the consolidation for Snohomish County 911 shall be January 1, 2018 (the “Consolidation Effective Date”).

Article XV: Incorporators

The name and address of the incorporator representing SNOPAC is:

Steve Guptill, Assistant Chief, Snohomish County Fire District # 7 and Chair, SNOPAC Board, SNOPAC, 1121 S.E. Everett ~~Ma11-Mall~~ Way, Suite 200, Everett, WA, 98208.

The name and address of the incorporator representing SNOCOM is:

Jerry Smith, Mayor, City of Mountlake Terrace and Chair, SNOCOM Board, 6204 215TH St. S.W., Mountlake Terrace, WA 98043

IN WITNESS WHEREOF, the undersigned have signed these Articles of Consolidation this ____ day of _____, 2017.

Steve Guptill, Incorporator

Jerry Smith, Incorporator

Exhibit A
Plan of Consolidation

**SECRETARY OF STATE
STATE OF WASHINGTON
OLYMPIA, WASHINGTON 98504**

CONSENT TO SERVE AS REGISTERED AGENT

I, Deanna Gregory, ~~am the current~~ _____ of _____ ~~attorney at Pacifica Law Group LLP, and~~ hereby consent to serve as Registered Agent, in the State of Washington, for the following:

SNOHOMISH COUNTY 911

I understand that as agent, it will be my responsibility to receive service of process; to forward all mail; and to immediately notify the Office of the Secretary of State in the event of my resignation, or of any changes in the Registered Office address.

Date

Signature of Registered Agent

Printed Name: Deanna Gregory ==
Title: Attorney at Law
Address: Pacifica Law Group
2nd Ave, Suite 2000
Seattle, WA 98101

**Draft ILA
(September 27, 2017)**

SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS
AGENCY INTERLOCAL AGREEMENT
SNOHOMISH COUNTY 911

| **DRAFT VERSION** DATED: SEPTEMBER 26, 2017

| MARKED TO SHOW ALL CHANGES TO VERSION DATED 9/19/17

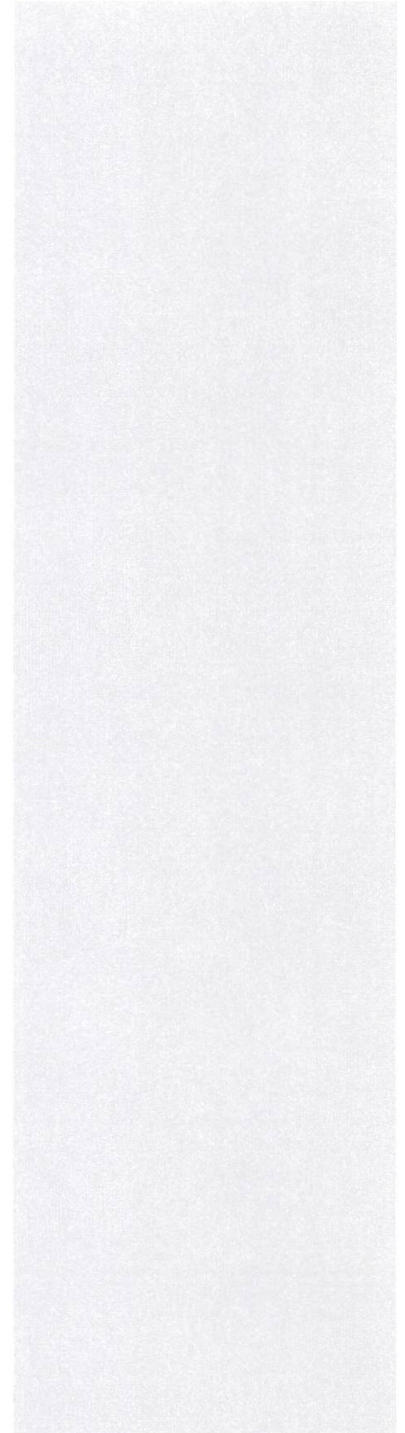


TABLE OF CONTENTS

[To be updated after the document is final]

RECITALS.....1
SECTION 1. CREATION OF SNOHOMISH COUNTY 911; STATUS OF MEMBERS
AS OF THE CONSOLIDATION EFFECTIVE DATE..... 2
SECTION 2. TERM OF AGREEMENT..... 4
SECTION 3. DEFINITIONS.....4
SECTION 4. SNOHOMISH COUNTY 911 SERVICES.....9
SECTION 5. SNOHOMISH COUNTY 911 POWERS.....11
SECTION 6. GOVERNING BOARD: COMPOSITION AND OPERATION.....13
SECTION 7. TECHNICAL ADVISORY COMMITTEES.....18
SECTION 8. ANNUAL AGENCY ASSEMBLY.....21
SECTION 9. EXECUTIVE DIRECTOR.....22
SECTION 10. PERSONNEL POLICY.....22
SECTION 11. OPERATIONAL POLICY AND SYSTEM EVALUATION.....22
SECTION 12. BUDGET, ASSESSMENT FORMULA, PAYMENT OF ASSESSMENTS,
DELINQUENCIES, RESERVE FUNDS.....23
SECTION 13. ISSUANCE OF DEBT.....26
SECTION 14. CONVERSION OF STATUS OF PARTICIPATING AGENCIES, ADDITION
OF NEW PRINCIPALS OR SUBSCRIBERS, PROVISION OF ADDITIONAL SERVICES
TO PRINCIPALS.....26
SECTION 15. RETAINED POWERS OF PARTICIPATING AGENCIES.....28
SECTION 16. INVENTORY AND PROPERTY.....28
SECTION 17. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.....28
SECTION 18. AMENDMENT OF AGREEMENT.....29
SECTION 19. MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY
ALL ASSETS.....30
SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION20
SECTION 21. DISPUTE RESOLUTION.....31
SECTION 22. INSURANCE.....31
SECTION 23. INDEMNIFICATION AND HOLD HARMLESS.....32
SECTION 24. INTERGOVERNMENTAL COOPERATION.....33
SECTION 25. NOTICE.....34
SECTION 26. COMPLIANCE WITH LAWS.....34
SECTION 27. VENUE.....34
SECTION 28. NO THIRD PARTY BENEFICIARIES.....35
SECTION 29. SEVERABILITY.....35
SECTION 30. RATIFICATION.....35
SECTION 31. EXECUTION, COUNTERPARTS, AND EFFECTIVE DATE.....35

EXHIBITS AND APPENDICES

- | Exhibit A Initial Election to Receive Snohomish County 911 Services.....36
- Exhibit B Process for Selecting Governing Board Members.....37
- Exhibit C Principal’s Assessment Formula upon fully integrated operations.....41
- Appendix C-1 Definition of Calls for Service.....46
- | Exhibit D 2018 Snohomish County 911 Budget.....48
- Exhibit E 2018 Assessments.....49
- Exhibit F Rate Smoothing Formula for Year 1 of fully integrated operations.....50

SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS
AGENCY INTERLOCAL AGREEMENT

DRAFT VERSION DATED SEPTEMBER 26, 2017

THIS SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT (this "Agreement"), incorporating all exhibits hereto, is entered into by and between the parties that execute this Agreement from time to time.

RECITALS

WHEREAS, the Southwest Snohomish County Public Safety Communication Agency ("SNOCOM") is a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.03 of the Revised Code of Washington ("RCW") as expressly authorized by RCW 39.34.030(3)(b); and

WHEREAS, the Snohomish County Police Staff and Auxiliary Services Center ("SNOPAC") is a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW as expressly authorized by RCW 39.34.030(3)(b); and

WHEREAS, both SNOCOM and SNOPAC provide emergency communication services on behalf of their member agencies and their combined service territory covers the vast majority of Snohomish County; and

WHEREAS, the Boards of Directors of SNOCOM and SNOPAC have investigated the means by which consolidation of their two emergency communication services operations may be accomplished for the purpose and benefit of enhancing public safety and the safety of police, fire and emergency medical services staff responding to emergencies ("first responders"); and

WHEREAS, the Boards of Directors of SNOCOM and SNOPAC have determined that consolidation of the two agencies will ensure delivery of emergency communication services at or above current service levels; deliver such services to the public and first responders in a highly efficient manner; improve public safety by eliminating the need to transfer tens of thousands of 911 emergency calls between the two agencies each year; realize economies of scale through consolidation of activities; promote interagency collaboration, communication and interoperability; and support efforts to continually identify means to enhance service delivery over time; and

WHEREAS, the Boards of Directors of SNOCOM and SNOPAC have each taken formal action to approve the consolidation of their respective agencies in accordance with RCW 24.03.195 and RCW 24.06.220, respectively, into a single agency to be known as Snohomish County 911 (“Snohomish County 911”), in order to provide emergency communication services on a regional basis throughout Snohomish County for participating member agencies and other public and private agencies that may contract with Snohomish County 911 for such services; and

WHEREAS, substantial investigation of alternative approaches to the calculation of user fees has resulted in a fee formula which the parties agree is fair and equitable; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act (chapter 39.34 RCW);

NOW THEREFORE, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth herein, it is mutually understood and agreed by the parties as follows:

SECTION 1. CREATION OF SNOHOMISH COUNTY 911; STATUS OF MEMBERS AS OF THE CONSOLIDATION EFFECTIVE DATE.

a. Creation of Snohomish County 911. Pursuant to Resolution No. _____ adopted by the SNOCOM Board of Directors on _____, 2017 and Resolution No. _____ adopted by the SNOPAC Board of Directors on _____, 2017, at least two-thirds of each Board voted in favor of consolidating SNOCOM and SNOPAC as described herein and approved a plan of consolidation (“Plan of Consolidation”) as required by chapters 24.03 and 24.06 RCW. Subsequent to such approval, representatives of SNOCOM and SNOPAC have or will execute the Articles of Consolidation (the “Articles”) and have or will file such Articles with the Secretary of State. As permitted by RCW 23.95.210, the effective date for the consolidation shall be [January 1,] 2018 (the “Consolidation Effective Date”).

As of the Consolidation Effective Date:

i. SNOCOM and SNOPAC shall be a single corporation to be known as “Snohomish County 911” as provided in the Articles (“Snohomish County 911”).

ii. Snohomish County 911 shall be formed as a municipal instrumentality of its Principals pursuant to RCW 39.34.030 and shall be organized as a nonprofit corporation under chapter 24.06 RCW as authorized by chapter 39.34 RCW. This Agreement shall govern the Snohomish County 911.

iii. SNOCOM, SNOPAC and each party to this Agreement hereby delegates to Snohomish County 911 the authority to provide emergency communication services as provided herein.

iv. The separate existence of SNOCOM and SNOPAC, except as formed as Snohomish County 911, shall cease.

v. Snohomish County 911 shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a nonprofit corporation organized under chapter 24.06 RCW.

vi. Snohomish County 911 shall thereupon and thereafter possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of each of SNOCOM and SNOPAC; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to each of SNOCOM and SNOPAC, shall be taken and deemed to be transferred to and vested in Snohomish County 911 without further act or deed; and the title to any real estate, or any interest therein, vested in Snohomish County 911 shall not revert or be in any way impaired by reason of such consolidation.

vii. Snohomish County 911 shall be responsible and liable for all the liabilities and obligations of each of SNOCOM and SNOPAC, and any claim existing or action or proceeding pending by or against any of such corporations may be prosecuted as if such consolidation had not taken place, or Snohomish County 911 may be substituted in its place. Neither the rights of creditors nor any liens upon the property of SNOCOM or SNOPAC shall be impaired by such consolidation.

viii. Snohomish County 911, as successor to SNOCOM AND SNOPAC, shall have all rights, privileges, interest, defenses and indemnity protections of all insurance providers for SNOCOM and SNOPAC, including past and current providers, that existed prior to consolidation.

ix. The statements set forth in the Articles shall be deemed to be the articles of incorporation of Snohomish County 911.

b. Status of SNOCOM and SNOPAC Members as of the Consolidation Effective Date. Each member agency of SNOCOM and SNOPAC which, by December 31, 2017, approves, by action of its legislative authority, the execution and delivery of this Agreement and is qualified to become and elects to be a Principal of Snohomish County 911 by making such designation on the services election form attached hereto as **Exhibit A**, shall be deemed a Principal of Snohomish County 911 as of the Consolidation Effective Date.

Alternatively, by December 31, 2017, a member agency of SNOCOM or SNOPAC may (i) elect to be a Subscriber of Snohomish County 911 by providing written notice of same to Snohomish County 911 together with notice of its service election, (ii) provide notice to Snohomish County 911 of its request to be an Associate Agency, or (iii) provide notice to Snohomish County 911 of its intent to provide its own emergency communication services and to not be a Principal, Subscriber or Associate Agency of Snohomish County 911.

The initial Principal, Subscriber, or Associate Agency status of each agency shall remain in place until such status is changed pursuant to the terms of this Agreement. Agencies that elect to become Subscribers shall promptly execute the applicable subscriber contract in a form approved and provided by the Governing Board.

Notwithstanding the foregoing, in the interest of public safety, in the event any member agency of SNOCOM or SNOPAC qualified to be a Principal or Subscriber under this Agreement has not, by December 31, 2017, taken official action to execute this Agreement or notified Snohomish County 911 of its intent prior to this subsection, then such member of SNOCOM or SNOPAC shall be deemed to be a Subscriber of Snohomish County 911 for the period between the Consolidation Effective Date and February 15, 2018 (the "Gap Period"). During the Gap Period Snohomish County 911 agrees to provide Emergency Communication Services to such agency in order to allow the agency to complete its formal notification process to Snohomish County 911, and such agency shall be permitted to execute this Agreement and/or elect to be a Principal, Associate Agency, or Subscriber during the Gap Period; provided, that agencies deemed to be Subscribers during the Gap Period pursuant to this paragraph shall be charged a fee for such services based on the 2018 Assessments as described in **Exhibit E** attached hereto plus a latecomer fee equal to 25% of the pro-rata share of Assessments incurred from the Consolidation Effective Date through the date the agency either executes this Agreement or executes a Subscriber contract with Snohomish County 911. Snohomish

County 911 shall seek to promptly resolve the status of any agency deemed to be a Subscriber under this paragraph.

SECTION 2. TERM OF AGREEMENT.

This Agreement shall have an initial term of six (6) years (the "Initial Term"), and shall thereafter be of infinite duration, subject to termination provisions contained herein. During the Initial Term no Principal may withdraw from this Agreement, provided that a Principal may convert or be converted to Subscriber status as provided in Sections 12, 13 and 14, may annex to or join with another Principal as described in Section 6.r, or may upon action of the Governing Board be terminated from participation in this Agreement as provided in Section 12.

SECTION 3. DEFINITIONS.

Capitalized terms used in this Agreement shall have the following meanings:

a. Additional Services. "Additional Services" are optional services provided by Snohomish County 911 that assist Participating Agencies in the performance of their emergency services duties but are outside the scope of Emergency Communications Services as defined in Section 4.a., for example and without limitation, managed mobile computer services. Additional Services may be offered to all Principals and Subscribers from time to time by separate contract. Terms of agreement for provision of Additional Services are to be negotiated between Snohomish County 911 and a Participating Agency and require Simple Majority Vote approval of the Governing Board. Fees for Additional Services are not part of the Assessment Formula and are not considered User Fees.

b. Agency Assembly. The "Agency Assembly" is the annual meeting of representatives from the Principals, Subscribers and Associate Agencies, as described in Section 8.

c. Agreement. "Agreement" means this Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

d. Ancillary Services. "Ancillary Services" are services that are part of the overall array of Emergency Communications Services, and related to the core functioning of Emergency Communications Services, for example and without limitation, Police Records Services and school panic button monitoring. Ancillary Services are provided by Snohomish County 911 to all Principals and Subscribers and the costs of Ancillary Services are incorporated into User Fees and Assessments.

e. Articles. “Articles” mean the Articles of Consolidation of Snohomish County 911 as defined in Section 1.

f. Assessments. “Assessments” mean the portion of User Fees charged to Principals for Emergency Communication Services in accordance with the Assessments formula in provided for in **Exhibit B**. Assessments are a subset of User Fees. Changes to the Assessment formula require Supermajority Approval of the Governing Board. Assessments include costs of Ancillary Services but exclude Additional Services.

g. Associate Agency. “Associate Agency” is a unit of local government that has executed this Agreement from time to time who is not a Direct Provider and is not Directly Served by Snohomish County 911 but which receives police and/or fire/EMS services through a contract with a Principal or Subscriber of Snohomish County 911. Associate Agencies participate in the selection of a non-voting Governing Board Member as described in Exhibit B, and may participate in the Agency Assembly.

h. Consolidation Effective Date. “Consolidation Effective Date” means ~~January 1, 2018~~.

i. Directly Served. “Directly Served” means Principals and Subscribers who receive Emergency Communication Services from Snohomish County 911 and pay User Fees to Snohomish County 911 in exchange for such services. A Principal or Subscriber may operate both fire/EMS service and police service but elect to have only one or the other service Directly Served by Snohomish County 911.

j. Direct Provider. “Direct Provider” means a Participating Agency that provides fire/EMS services and/or police services directly, rather than through contract with another agency.

k. EMS. “EMS” means Emergency Medical Services as described in RCW 84.52.069(5), as now or later amended, including the provision by the Participating Agencies of emergency medical care or emergency medical services, including related personnel costs, training for such personnel, and related equipment, supplies, vehicles and structures needed for the provision of emergency medical care or EMS.

l. Enhanced Police Records Services. “Enhanced Police Records Services” are services in addition to Police Records Services, and include computer searches and actions to enter, modify or delete computer police records associated with: misdemeanor warrants, orders of protection and other orders and directives; stolen property, vehicles, guns or missing persons; performing 20-minute warrant hit confirmations; and serving as the legal holder of records on behalf of a Police Agency for such records.

m. Executive Director. The “Executive Director” is the chief operating officer for Snohomish County 911 appointed by and serving at the pleasure of the Governing Board.

n. Emergency Communication Services. “Emergency Communication Services” mean those services described in Section 4.a.

o. Emergency Public Safety Radio System. The “Emergency Public Safety Radio System” is the Snohomish County emergency radio system developed, owned and, as of the Consolidation Effective Date, operated by SERS, including but not limited to base stations and towers for such radio system and microwave backbone.

p. Fire Agency. A “Fire Agency” is a Principal that is a Direct Provider of fire and/or EMS services.

q. Fire/EMS Technical Advisory Committee. The “Fire/EMS Technical Advisory Committee” is the advisory board composed of Representatives from Principal and Subscriber fire and EMS departments or agencies as described in Section 7.

r. Fully Integrated Services. “Fully Integrated Services” are Emergency Communication Services provided by Snohomish County 911 from and after the date that dispatch services are regularly provided at a single primary facility (which is currently located at 1121 S.E. Everett Mall Way, Everett, WA 98208). Fully Integrated Services are anticipated to begin on or about January 1, 2019.

s. Gap Period. “Gap Period” means the period between the Consolidation Effective Date and February 15, 2018.

t. Governing Board. The “Governing Board” is the body described in Section 6 and shall be the governing body of Snohomish County 911.

u. Initial Term. The “Initial Term” refers to the first six (6) years in which this Agreement shall be in effect.

v. Member. A “Member” or “Governing Board Member” is the individual representing a Principal on the Governing Board, or his or her designated alternate.

w. Participating Agencies or Participants. “Participating Agencies” or “Participants” refer to Principals and all Subscribers, as they may be so constituted from time to time, and individually referred to as a “Participating Agency” or “Participant.”

x. Plan of Consolidation. “Plan of Consolidation” means the plan approved by SNOPAC and SNOCOM as required by chapters 24.03 and 24.06 RCW.

y. Police Agency. A “Police Agency” is a Principal that is a Direct Provider of policing services.

z. Police Records Services. “Police Records Services” include performing computer searches and entries to locate and/or clear of public safety database records (WACIC/NCIC) including but not limited to stolen articles, stolen vehicles, stolen guns, missing persons and warrants, as well as entry and dissemination of State ACCESS system administrative messages.

aa. Police Technical Advisory Committee. The “Police Technical Advisory Committee” is the advisory board composed of Representatives from Principal and Subscriber police, sheriff or similar departments or agencies as described in Section 7.

bb. Principal. A “Principal” is a general purpose municipal corporation or government agency, a fire district, a Public Safety Interlocal Operation, a regional fire protection service authority created pursuant to chapter 52.26 RCW, or a State agency created under the laws of State, which is a Direct Provider of police services or fire/EMS services or both, and which has accepted the terms of and has executed this Agreement from time to time.

cc. Public Safety Interlocal Operation. “Public Safety Interlocal Operation” includes a joint operation of fire districts and cities for provision of public fire and EMS services entered into and operating pursuant to chapter 39.34 RCW, and may also include a public development authority created pursuant to RCW 35.21.730 et. seq. or a regional fire protection service authority created pursuant to chapter 52.26 RCW, or a nonprofit corporation created for the purpose of facilitating a joint operation between fire districts and cities pursuant to RCW 39.34.030(3).

dd. Representative. “Representative” refers to the individual representing a Principal or a Subscriber on the Police Technical Advisory Committee or Fire/EMS Technical Advisory Committee, or his or her designated alternate.

ee. SERS. “SERS” is the Snohomish County Emergency Radio System agency created pursuant to chapters 39.34 and 24.06 RCW and an interlocal agreement effective July 1, 1999, as it may thereafter be amended.

ff. Simple-Majority Vote. A “Simple-Majority Vote” of the Governing Board means a majority of the votes of the Members present constituting a quorum and voting.

gg. Single-Service Principal. A “Single-Service Principal” is a Principal that is formed as a city or town under the laws of State that (1) directly provides either

fire/EMS service or police service, but not both, and (2) receives the service it does not directly provide from a Principal or Subscriber, as confirmed by its election of service form (**Exhibit A**), as it may be updated from time to time per Section 6.c.

hh. SNOCOM. “SNOCOM” is the Southwest Snohomish County Public Safety Communication Agency, formed pursuant to chapters 39.34 and 24.03 RCW.

ii. Snohomish County 911. “Snohomish County 911” refers to the intergovernmental agency formed pursuant to chapters 39.34 and 24.06 RCW, this Agreement and the Articles.

jj. SNOPAC. “SNOPAC” is the Snohomish County Police Staff and Auxiliary Services Center formed pursuant to chapters 39.34 and 24.06 RCW.

kk. State. “State” means the state of Washington.

ll. Subscriber. A “Subscriber” is a general purpose municipal corporation or government agency, a fire district, a Public Safety Interlocal Operation, a regional fire protection service authority created pursuant to chapter 52.26 RCW, or a state agency created under the laws of the State, other than a Principal, which has agreed to pay Snohomish County 911 for Emergency Communication Services or other services as offered at a rate or rates according to such terms and conditions as may be established by Snohomish County 911 as evidenced by separate contract between Snohomish County 911 and such entity. A “Subscriber” may also be a Principal that is converted to Subscriber status as provided in Sections 12, 13 and 14. A Subscriber may also be a tribal government, a specialized public safety operation within County government, or private for profit or non-profit corporation providing services that require use of Emergency Communications Services, for example and without limitation, a private ambulance service, provided further that Subscribers described in this sentence may not become Principals.

mm. Supermajority Vote. A “Supermajority Vote” means Governing Board approval of an item accomplished by securing affirmative votes of both: (1) not less than seventy percent (70%) of all Members of the Governing Board present constituting a quorum and voting; and (2) not less than one voting Governing Board Member representing a Principal Fire Agency or Agencies.

nn. Technical Advisory Committees. “Technical Advisory Committees” are the Police Technical Advisory Committee and the Fire/EMS Technical Advisory Committee established by Section 7.

oo. Transition Board. The “Transition Board” is the temporary Governing Board organized for the purpose of providing initial oversight of the start-up of Snohomish County 911 pursuant to Section 6.b.

pp. User Fees. “User Fees” are fees for service charged to Participating Agencies for all services for Emergency Communication Services provided by Snohomish County 911 whether provided to Principals or Subscribers. User Fees exclude fees for Additional Services and nominal annual membership fees charged to Associate Agencies. User Fees charged to Subscribers may be approved by Simple Majority Vote of the Governing Board.

qq. 911 Calls. “911 Calls” are those calls received or dispatched via the statewide emergency communication network of telephone or via other communications means as described in chapter 38.52 RCW.

SECTION 4. SNOHOMISH COUNTY 911 SERVICES.

a. Snohomish County 911 has the responsibility and authority for providing Emergency Communication Services and all related incidental functions for communicating and dispatching services between the public and Participating Agencies in the furtherance of improved public safety and emergency response, including the following more specifically described services (collectively, “Emergency Communication Services”):

i. Receiving 911 Calls and non-emergency public safety calls for police, fire and medical services;

ii. Notifying, dispatching, directing, supporting and coordinating public safety personnel response, including dispatching emergency police, fire, medical and other special or supporting specialized emergency responses services and resources (for example and without limitation, SWAT response);

iii. Hosting, configuring, and administering public safety technology networks, systems and applications in support of the delivery of Emergency Communications Services;

iv. Updating, maintaining and managing radio communications systems (excluding, unless specifically approved by Governing Board, the Emergency Public Safety Radio System), computer systems, support files and resource materials necessary to accomplish the above;

v. Police Records Services;

vi. Establishing and updating from time to time standard protocols for communications to and from personnel in the field;

vii. Providing certain Ancillary Services; and

viii. Upon a Supermajority Vote of the Governing Board, providing services then-provided by SERS together with all necessary or advisable additional services and actions directly related to SERS.

b. From the Consolidation Effective Date through December 31, 2019, Snohomish County 911 shall provide Enhanced Police Records Services to Principals and Subscribers who were SNOCOM member agencies with Police Agencies that are Directly Served by Snohomish County 911. During this time, such services will be deemed Ancillary Services and are hereby approved as Ancillary Services. No later than May 2019, the Executive Director will make a written recommendation to the Governing Board as to whether, beginning on January 1, 2020, Enhanced Police Records Services should be: (i) discontinued; (ii) offered to all Participating Agencies; or (iii) continue to be provided only to former SNOCOM Police Agencies, and whether such services should be treated as Ancillary Services or Additional Services. The Governing Board shall make a determination regarding the treatment of Enhanced Police Records Services no later than June 30, 2019.

c. Snohomish County 911 may also, when authorized by a Simple Majority Vote of the Governing Board, provide Additional Services. Additional Services will be offered by separate contract as optional services to Participating Agencies. Charges for Additional Services, if any, shall be accounted for separately and shall not be included in the calculation of User Fees.

SECTION 5. SNOHOMISH COUNTY 911 POWERS.

Snohomish County 911, through its Governing Board, shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Governing Board, as provided for in this Agreement, and including but not limited to the following:

- a. Recommend action to the legislative bodies of the Participating Agencies;
- b. Review and approve budgets for Snohomish County 911;
- c. Establish policies for expenditures of budget items for Snohomish County 911;
- d. Review and adopt personnel policies for Snohomish County 911;

e. Review and approve operating policies [and procedures](#) for Snohomish County 911, its programs and Emergency Communication Services provided pursuant to this Agreement;

f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Snohomish County 911;

g. Conduct regular and special meetings as may be designated by the Governing Board consistent with the State Open Public Meetings Act (chapter 42.30 RCW);

h. Maintain and manage records in accordance with the State Public Records Act (chapter 42.56 RCW and chapter 40.14 RCW) and other applicable State applicable and federal records laws and regulations;

i. Determine what services (including but not limited to Emergency Communication Services and Additional Services) shall be offered and under what terms they shall be offered;

j. Retain, terminate, direct and supervise the Executive Director;

k. Create committees to review and make recommendations for purposes and duties of committees;

l. Approve strategic plans;

m. Approve the addition of new Principals and Subscribers and the terms of their participation in Snohomish County 911 and receipt of Emergency Communication Services;

n. Enter into agreements with or make purchases from third parties for goods, assets, property and/or services necessary to fully implement the purposes of this Agreement;

o. Establish fees and charges for services provided to Participating Agencies;

p. Direct and supervise the activities of any advisory board or committee established by the Governing Board;

q. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies;

r. To the extent permitted by law, accept loans or grants of funds from any federal, state, local or private agencies and receive and distribute such funds;

s. Receive all funds allocated to Snohomish County 911 for services provided pursuant to this Agreement;

t. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, construct, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of Snohomish County 911;

u. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its real and personal property and assets;

v. Sue and be sued, complain and defend, in all courts of competent jurisdiction in Snohomish County 911's name;

w. Make and alter bylaws for the administration and regulation of its affairs consistent with this Agreement;

x. Hold radio frequency licenses and software and other licenses to enable Snohomish County 911 to operate radio communications and dispatch systems to meet its public safety responsibilities;

y. Enter into contracts with Subscribers to provide Emergency Communication Services and Additional Services pursuant to this Agreement;

z. Any and all other acts necessary to further Snohomish County 911's goals and purposes; and

aa. Except as expressly provided above or in Section 13, Snohomish County 911 shall not have the power or authority to issue debt in its own name.

SECTION 6. GOVERNING BOARD: COMPOSITION AND OPERATION.

a. Composition. Snohomish County 911 shall be governed by a Governing Board composed of fifteen (15) voting members and one (1) non-voting member. Ten (10) of the Governing Board voting member seats shall be allocated to Police Agencies, five (5) Governing Board voting member seats shall be allocated to Fire Agencies, and one (1) non-voting member seat shall be allocated to an Associate Agency or a Single-Service Principal. Governing Board Members and their alternates shall be selected in the manner described in **Exhibit B**. Notwithstanding the foregoing, from the Consolidation Effective date until the first meeting of the Governing Board, Snohomish County 911 shall be governed by the Transition Board described below. The first meeting of the Governing Board shall occur no later than January 31, 2018, at which point the Transition Board member terms and authority shall expire.

b. Transition Board. To govern the Snohomish County 911 until such time as all Participating Agencies and Associate Agencies have an opportunity to conduct their first caucuses and select initial Governing Board Members, a Transition Board will be created for the limited time and purposes described in this subsection. The Transition Board shall be composed of six (6) members, including: three (3) members and one alternate from the 2017 SNOPAC Board of Directors members or alternates and three (3) members and one alternate from the 2017 SNOCOM Board of Directors members or alternates, duly selected by the respective boards in 2017 for this service; provided, that all members of the Transition Board must otherwise be qualified to serve as voting Board Members of Snohomish County 911 and their agencies must be Principals of Snohomish County 911 and a party to this Agreement. Alternates shall serve in the absence of a Transition Board member from their appointing agency. The Transition Board shall be responsible for selecting and appointing an interim Executive Director of Snohomish County 911 to oversee the management of Snohomish County 911 until the first elected Governing Board takes action with respect to this position. The Transition Board shall direct the interim Executive Director to convene the Principals and Associate Agencies no later than January 15, 2018, for purposes of meeting as caucuses to elect the initial Governing Board Members and Alternates. The Transition Board shall only take such actions as are immediately necessary for the conduct of business of the Snohomish County 911 in the month of January 2018. Meetings of the Transition Board shall be open to the public to the extent required by chapter 42.30 RCW. The provisions of this Agreement regarding qualifications to serve (Section 6.c), quorum (Section 6.h), voting (Section 6.i) and conduct of meetings (Sections 6.m and 6.o) of the Governing Board shall apply to the Transition Board.

c. Qualifications to Serve. A Governing Board Member, or his or her alternate must be duly selected in the manner described in **Exhibit B** and must be either: an elected official; chief administrative officer; chief law enforcement officer or fire chief from a Principal, or a person directly-reporting to the chief law enforcement officer or fire chief; or in the case of Snohomish County, the Snohomish County Executive or a Snohomish County Executive Director.

d. Terms of Office. Governing Boards Members are elected every two (2) years by caucuses at the Agency Assembly, as described further in **Exhibit B**. The terms of the newly elected Board Members commence with the first Governing Board meeting in May; provided, however, that the first elected Governing Board Members' terms of office shall run from their date of election in ~~[January 2018]~~ through May 2020 and provided further that the Transition Board shall serve only until the first elected Governing Board Members' are selected in ~~[January 2018]~~.

e. Election to Receive Service From Snohomish County 911; Impact on Governing Board Representation. Each Principal shall determine which of its respective public service departments or operations will be Directly Served by Snohomish County 911. The initial election by each Principal as to which of their respective departments or operations will receive services from Snohomish County 911 will be recorded by the submittal by each Principal of a completed service election form, substantially in the form set forth at **Exhibit A**. The service election form determines whether a Principal participates in a caucus to select either or both a Police Agency Governing Board Member or a Fire Agency Governing Board Member. Single Service Principals shall also participate in the caucus for the non-voting Governing Board Member. Each Principal shall promptly provide written notice to Snohomish County 911 of any changes in its services impacting its qualification as a Police Agency or Fire Agency.

f. Conditions for Serving on Governing Board. All Governing Board Members and their alternates shall serve without compensation from Snohomish County 911. However, Snohomish County 911 may pay for or reimburse Governing Board Members and alternates for reasonable out-of-pocket costs related to service on the Governing Board. Members may only serve for such time as they meet the qualification of a Governing Board Member for the Principals with which they served of the start date of their then current term on the Governing Board.

g. Alternates. Alternates shall be selected and shall serve in the absence of Governing Board Members in the manner described in **Exhibit B**. Alternates must meet the same qualifications as Governing Board Member.

h. Quorum. A simple majority of the voting Members (or their alternates) in number (excluding any Member that represents a Principal which been terminated by vote of the Governing Board, or which has given notice of withdrawal and is not permitted to vote per terms of Section 17.f) shall constitute a quorum of the Governing Board for purposes of doing business on any issue.

i. Voting. The Board shall strive to operate by consensus. All Board decisions on items not listed in Section 6.j require a Simple Majority Vote for approval. A Governing Board Member may not split his or her vote on an issue and there shall be no weighted voting. No voting by proxies or mail-in ballots is allowed. Voting by a designated alternate is not considered a vote by proxy. A Governing Board Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Governing Board shall be authorized to cast votes at the Governing Board only on budget items to be implemented prior to the withdrawal or termination date.

j. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Governing Board shall be required in order to approve the following items or actions:

- i. Amendment to the Principals' Assessment formula(s);
- ii. Approval of a budget that exceeds the prior approved budget by a percentage in excess of the most recently published Consumer Price Index – Urban for the Seattle/ Tacoma/Bremerton metropolitan area, June - June, calculated by the Federal Bureau of Labor Statistics, or its successor index, plus 4% (adjusted as necessary to accomplish the same annual cost increase limitation in the event Snohomish County 911 transitions to a biennial budget).
- iii. A decision to acquire assets, equipment, real or personal property valued at over \$500,000;
- iv. Admission of a new Principal (other than admission of an Associate Agency as a Principal, or a Principal created by the merger, consolidation or other process as described in Section 6.r);
- v. Reinstatement of a Principal that has been converted to Subscriber;
- vi. Appointing the Executive Director (a Simple Majority Vote is required for removal of the Executive Director);
- vii. Expansion of the scope of services provided by Snohomish County 911 within the Scope of Section 4.a and 4.b, including but not limited to acquiring assets held by SERS and providing services then-provided by SERS in accordance with Section 4.a.vii.;
- viii. Adoption or amendment of any bylaws, or amendment of the Articles;
- ix. Merger, consolidation, sale of all or substantially all assets of the Snohomish County 911 per Section 19;
- x. Amendment-Modification of this Agreement (except for those amendments-items requiring approval of all legislative bodies of the Principals per Section 18);
- xi. Termination or dissolution of Snohomish County 911 per Section 20;
- xii. Approval of debt pursuant to Section 13; and
- xiii. Any other action requiring a two-thirds or sixty six-percent (66%) supermajority vote under chapter 24.06 RCW.

k. Officers. The Governing Board shall have four officers, a President and Vice-President, Secretary and Treasurer, who will serve two (2) year terms, coterminous with Governing Board Member elections. It will be the function of the President to preside at the meetings of the Governing Board. The Vice-President shall assume this role in absence of the President. Immediately following the election of Governing Board Members, at the first meeting of the Governing Board, the officers shall be elected by

Simple Majority Vote of the Members. In the event of a vacancy in the President position, the Vice-President shall assume the President position for the balance of the term of the departed President. In the event of a vacancy in the Vice-President position, the Governing Board shall by Simple Majority Vote elect a new Vice-President to serve to the balance of the term of the departed Vice-President. Any officer appointed by the Governing Board may be immediately removed by Simple Majority Vote of the Governing Board, with or without cause, in which event the Governing Board shall promptly elect a new officer who shall serve for the remainder of the unexpired two-year term. The Governing Board may appoint persons to serve as Secretary and Treasurer of Snohomish County 911; provided, that such persons shall not be Members of the Governing Board. The duties of all officers shall be further described in the Snohomish County 911 Bylaws.

l. Staffing. The Executive Director shall assign agency staff to support the Governing Board as he or she deems appropriate.

m. Meetings. The Governing Board shall meet not less than four (4) times per year, at least once each calendar quarter, at a time and place designated by the President of the Governing Board or by a majority of its Members. Regular meetings shall be held pursuant to a schedule adopted by the Governing Board. Special meetings may be called by the President or a majority of Governing Board Members upon giving all other Members notice of such meeting in accordance with chapter 42.30 RCW (which, as of the date of this Agreement, requires written notice to be provided to each Member at least twenty-four (24) hours prior to the meeting). Notwithstanding the foregoing, the President or Members calling a special meeting will, in good faith, attempt to provide at least ten (10) days prior written notice of a special meeting, however, failure to do so will not invalidate any otherwise legal action taken at a meeting where the proper notice was provided in accordance with chapter 42.30 RCW. In an emergency, the Governing Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Governing Board Members. Members of the Governing Board may participate in a meeting through the use of any means of communication by which all Members and members of the public participating in such meeting can hear each other during the meeting. Any Governing Board Members participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

n. Bylaws. The Governing Board shall be authorized to establish bylaws that govern procedures of the Governing Board.

o. Parliamentary Authority. Robert's Revised Rules of Order shall govern any proceeding of the Governing Board to the extent not inconsistent with this Agreement or the bylaws adopted by the Governing Board.

p. Consultation with Technical Advisory Committees. It is the intent of this Agreement that the Governing Board shall seek the active participation and advice of Participating Agencies in the determination of Snohomish County 911 operating policies. The Technical Advisory Committees shall have the opportunity to provide reports at each regular Governing Board meeting. The Governing Board shall consider input from the Technical Advisory Committees in its deliberations.

q. Boundary Changes or Service Territory Changes. It is the responsibility of each Participating Agency to provide reasonable advance notice to Snohomish County 911 of any boundary changes, or service territory changes that may occur due to annexation, merger, or other reason, so that Snohomish County 911 may accurately dispatch calls, accurately track calls for service data and accurately assess User Fees; provided, however, until such time as Snohomish County 911 has sufficiently accurate data (such as an official population estimate from the State) by which to calculate User Fees for the Participating Agencies(s) involved, Snohomish County 911 shall continue to bill each Participating Agency on the basis of Snohomish County 911's most accurate data and the parties involved in the boundary or service territory change shall amongst themselves address any User Fee allocation issues.

r. Service Changes; Merger or Annexation of a Participating Agency; Formation of New Public Safety Interlocal Operation. It is the responsibility of each Participating Agency to provide reasonable advance notice to Snohomish County 911 of any boundary changes, or service territory changes that may occur due to annexation, merger, or other reason.

In the event a Participating Agency merges or annexes to a Principal or becomes a member agency of a Public Safety Interlocal Operation that is a Principal, the merged or annexed Participating Agency's rights and obligations under this Agreement shall be assumed in full by the Principal without further action by the Governing Board.

In the event that Participating Agencies, which meet the qualifications of this paragraph, join together to create a new Public Safety Interlocal Operation (for example and without limitation, creation of a new regional fire authority under chapter 52.26 RCW), and as a result of such formation the fire/EMS operation or police operation of such Participating Agencies are no longer Directly Served by Snohomish County 911, then after all of the necessary assignments and agreements are executed related to the creation of the Public Safety Interlocal Operation, the newly created Public Safety Interlocal Operation shall become a Principal and a party to this Agreement without further action of the Governing

Board. At such time the rights and obligations of the forming Participating Agencies shall be assumed by the Public Safety Interlocal Operation. Notwithstanding the foregoing, in order for the newly created Public Safety Interlocal Operation to become a Principal and a party to this Agreement without further action of the Governing Board, each Participating Agency at the time of formation of the newly created Public Safety Interlocal Operation must (i) be a current Principal and party to this Agreement, or (ii) have previously been a member of SNOCOM or SNOPAC and otherwise independently qualifies as a Principal under this Agreement.

Notwithstanding anything in this paragraph to the contrary, if a merged or annexed Principal retains a separate public safety operation that is Directly Served by Snohomish County 911, then that Principal shall maintain its status and shall retain all its rights and obligations under this Agreement with respect to its Directly Served public safety operation.

s. Associate Agencies. Associate Agencies shall be charged a nominal annual membership fee at a level set from time to time by Simple Majority Vote of the Governing Board. An Associate Agency which stops contracting for police and/or fire/EMS services from a Principal and requests to be Directly Served by Snohomish County 911 shall be approved by the Governing Board as a Principal per Section 14.d and shall not be subject to any latecomer fees in making this transition.

SECTION 7. TECHNICAL ADVISORY COMMITTEES.

a. Creation and Membership. Two Technical Advisory Committees shall be created to serve in an advisory capacity to the Governing Board and Executive Director.

i. Police Technical Advisory Committee. The Police Technical Advisory Committee shall consist of the chief or his or her designee from each Principal and Subscriber police department or equivalent agency or operation Directly Served by Snohomish County 911.

ii. Fire/EMS Technical Advisory Committee. The Fire/EMS Technical Advisory Committee shall consist of the chief or his or her designee from each Principal and Subscriber with a Fire/EMS department or equivalent agency or operation Directly Served by Snohomish County 911.

b. Technical Advisory Committee Representatives. Persons serving on either Technical Advisory Committee shall serve without compensation from Snohomish County 911. However, Snohomish County 911 may pay for or reimburse Representatives and alternates for reasonable out-of-pocket costs related to service on the Technical Advisory Committees.

c. Alternates. Each Representative serving on a Technical Advisory Committee may designate one alternate, confirmed in writing, to serve when such Representative is absent or unable to serve provided that such alternates must have operational responsibilities within their respective agencies. Written notice of the appointment of an alternate shall be provided to the Chair the applicable Technical Advisory Committee prior to the alternate serving in the absence of the Representative.

d. Powers. Each Technical Advisory Committee shall meet individually as frequently as their members deem appropriate, but not less than twice each year, for the purpose of promoting interagency collaboration and cooperation, information sharing, discussion and review of agency operating policy and such other matters as the Governing Board may request. The Technical Advisory Committees shall provide advice, information, and recommendations to the Governing Board and the Executive Director.

e. Quorum. One-third of the Representatives of each Technical Advisory Committee (or any alternates present and participating in place of a Representative) shall constitute a quorum for meetings of such Committee.

f. Voting. All actions and recommendations of the Technical Advisory Committees shall be approved by majority vote of those present and voting. Each Representative shall have one vote. There will be no weighted voting, proxy voting, or mail-in voting.

g. Officers. Each Technical Advisory Committee shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair to preside at the meetings of his/her respective Technical Advisory Committee, and the Vice-Chair shall assume this role in absence of the Chair. The officers shall be initially elected at the first meeting of each Technical Advisory Committee after the effective date of this Agreement, by majority vote of the Representatives on the respective Technical Advisory Committee, and shall serve for a one-year term. Annually thereafter, the Vice Chair shall assume the role of Chair and the Joint Operating Board shall elect a new Vice-Chair. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Technical Advisory Committee shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer of a Technical Advisory Committee elected to fill the unexpired term of his or her predecessor shall not be precluded from serving a full annual term of office following the end of such unexpired term.

h. Staffing. The Technical Advisory Committees shall be staffed by the Executive Director and such additional agency staffing as the Executive Director may deem appropriate.

i. Meetings. All meetings of each Technical Advisory Committee shall be open to the public if and to the extent required by chapter 42.30 RCW. Regular meetings shall be held pursuant to a schedule approved by the Technical Advisory Committee. Special meetings may be called by the Chair of the Technical Advisory Committee or a majority of the Representatives of the Technical Advisory Committee. Members of the Technical Advisory Committees may participate in meetings through the use of any means of communication by which all Representatives and members of the public participating in such meeting can hear each other during the meeting. Any Representatives participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

SECTION 8. ANNUAL AGENCY ASSEMBLY.

a. Purpose. To provide a forum for an exchange of information and ideas between Snohomish County 911 and its Principals, Subscribers and Associate Agencies, the Governing Board shall in April of each year convene an Agency Assembly, at which the Executive Director shall present an annual report outlining:

- i. Activities of Snohomish County 911 for the previous calendar year;
 - ii. The proposed work program and significant events in the current calendar year; financial condition of Snohomish County 911;
 - iii. Results of Governing Board adopted performance benchmarks;
- and
- iv. The proposed budget policy for the upcoming year.

Also at the Agency Assembly, Board President shall offer remarks on behalf of the Board. The Agency Assembly shall be open to the public to the extent required by chapter 42.30 RCW.

b. Governing Board Meeting at the Agency Assembly. The required annual Governing Board meeting shall occur immediately after the Agency Assembly.

c. Caucuses for Election of Board Members. Every two (2) years, beginning in 2020, the Agency Assembly agenda will include a time for caucuses to meet and elect governing Board Members and their alternates as provided in Section 6 and **Exhibit B**, and to announce the results of the caucus deliberations.

d. Attendance. Each Principal, Subscriber, and Associate Agency may send one or more elected officials as well as police chiefs, fire chiefs, their deputies or assistants or other personnel to participate in the Agency Assembly. Participation in caucuses for election of Governing Board Members is governed by **Exhibit B**.

e. Action by Attendees. Attendees of the Agency Assembly may vote to recommend changes to the proposed budget policy, work program and performance measures program, and may provide additional comments and questions to the Governing Board. Voting by attendees shall be based on one-vote per each Principal, Subscriber, and Associate Agency, with a simple majority vote of all agencies represented at the meeting required to approve any recommendation to be forwarded to the Governing Board. The actions and recommendations of attendees at the annual Agencies' Assembly shall be advisory to the Governing Board.

SECTION 9. EXECUTIVE DIRECTOR.

The Governing Board shall be responsible for the appointment and termination of the Executive Director. An interim Executive Director shall be appointed by the Transition Board as provided in Section 6.b. The interim Executive Director shall serve in such capacity until a permanent Executive Director is appointed by the Governing Board. A Supermajority Vote of the Governing Board is required to appoint the Executive Director of Snohomish County 911.

The Executive Director shall be responsible to the Governing Board and shall advise it from time to time on a proposed budget and other appropriate matters in order to fully implement the purposes of this Agreement. The Executive Director shall administer Snohomish County 911 in its day-to-day operations, including but not limited to: approving and overseeing the administration of all operating procedures and public records management procedures consistent with Governing Board policies; and appointing persons to fill other staff positions in the Snohomish County 911 and overseeing the evaluation and discipline, hiring and firing of employees, and administration of collective bargaining agreements and other personnel contracts consistent with Governing Board policies.

Only the Governing Board shall be authorized to hire or retain legal counsel and independent accountants and auditors. Other consultants or legal counsel for specialized purposes within the Executive Director's signing authority as it may be defined by the Board from time to time may be designated in such manner as the Governing Board may determine subject to Sections 5 and 6.

The Executive Director shall have experience in technical, financial and administrative fields and his or her appointment shall be on the basis of merit only. The Executive Director is an "at will" employee and may be terminated upon the Simple Majority Vote of the Governing Board.

SECTION 10. PERSONNEL POLICY

The Executive Director shall, as necessary from time to time, submit to the Governing Board a proposed personnel policy for the Governing Board's approval, rejection or modification. All modifications or revisions to such personnel policies must be approved by the Governing Board if and to the extent required in such policies.

SECTION 11. OPERATIONAL POLICY AND SYSTEM EVALUATION.

The Executive Director shall actively consider and evaluate means and opportunities toward the enhancement of operational effectiveness of emergency services. The Executive Director shall present his or her recommendations to the Technical Advisory Committees and the Governing Board from time to time.

SECTION 12. BUDGET; ASSESSMENT FORMULA; PAYMENT OF ASSESSMENTS; DELINQUENCIES; RESERVE FUNDS.

a. Budget Fiscal Year. The Snohomish County 911 budget fiscal year shall be either the calendar year, or two calendar years, as the Governing Board may determine.

b. Budget Policy Direction. The Executive Director shall present a proposed outline of the policy approach to the budget for the upcoming budget to the attendees of the Agency Assembly. Input received from attendees at the Agency Assembly shall be reported to the Governing Board. After receiving such reports, the Governing Board shall adopt a budget policy as direction for the Executive Director in preparing the budget.

c. Budget Approval. The Executive Director shall present a proposed budget to the Governing Board by no later than **August 1** preceding the next budget period and the Governing Board shall approve its budget by no later than **September 15**. Thereafter and in no event later than **September 25**, Participating Agencies shall be advised on the programs and objectives contained in the proposed budget, of any changes in the User Fee formula(e), and of the required financial participation for each Principal and Subscriber for the following year(s) based upon the proposed budget. Participation by each Principal and Subscriber is contingent upon subsequent legislative appropriation for the following fiscal year. Principals and Subscribers shall promptly notify Snohomish County 911 if it does not approve its budget allocation. Any Principal not approving its full budget allocation (Assessment and cost of any Additional Services it has agreed to purchase) shall be automatically converted to Subscriber status effective the first day of the budget year (whether biennial or annual) for which the Principal did not approve its budget allocation, and subject to penalty as described in Section 12.

d. User Fee Formula. The User Fee formula applicable to Principals for Emergency Communications Services referred to as the "Assessment formula", shall be initially approved as set forth in **Exhibit C** to this Agreement. The Assessment formula(e) may be changed from time to time as part of the budget process, and any such changes shall be approved by Supermajority Vote of the Governing Board in accordance with Section 6.j. In the event the Snohomish County 911 assumes the authorities of SERS as authorized in Section 4.c., the costs associated with delivering that expansion of services shall be incorporated into the Assessment formula and the User Fee for Subscribers as the Board shall determine by Supermajority Vote. Additional Services require only Simple Majority Vote of the Governing Board to approve. The Assessment formula(e) for Principals may be different from the User Fee formula applicable to Subscribers. It is expressly contemplated that Participating Agencies may become subject to differential User Fee formulae (including differential Assessment formula(e)) over time based upon the benefit conferred to such agencies.

e. Payment of Assessments. Assessments shall be payable not less frequently than quarterly on or before such dates as the Governing Board may determine.

f. Delinquent Assessments. Assessments not paid when due by a Principal shall begin to accrue interest on the date the Assessment was originally due and shall continue until the Assessment is paid (together with all accrued interest) in full at the Federal Prime Rate plus 3%. Snohomish County 911 shall, within seven (7) business days of the due date, send notice to any delinquent Principal and provide a 60-day cure period from the original due date of the payment, during which period the Assessment shall accrue interest as provided in the immediately preceding sentence. If such Assessments and accrued interest are not paid in full within 60 (sixty) days of the original due date, then the Principal delinquent in payment of Assessments shall upon such 60th day be deemed immediately converted to the status of a Subscriber and subject to penalty as described in Section 14. In the event a Principal converted to Subscriber status due to non-payment of fees shall not have paid in full all Assessments and interest owing by six (6) months after the original due date, then the Governing Board may terminate services to such Subscriber, which termination shall not absolve the Subscriber of its obligation to pay all Assessments past due, together with interest.

g. Terms of Subscriber Contracts. Snohomish County 911 may enter into contracts with Subscribers from time to time for the purpose of providing Emergency Communication Services and other services as provided herein. Subscriber contracts may provide for the same or different payment schedules and payment formulas as those which apply to Principals; provided that, a Subscriber which, at the time it determined to become a Subscriber, was qualified to become a Principal but elected not to, shall be subject to payment of a risk premium of not less than six percent of its annual User Fees,

or such other greater amount as the Governing Board may determine. Revenues from such risk premium shall be placed in Snohomish County 911 reserves. Subscriber contracts shall provide that User Fees not paid when due by a Subscriber shall begin to accrue interest on the date the User Fee was originally due and shall continue until the User Fee is paid (together with all accrued interest) in full at the Federal Prime Rate plus 3%. Snohomish County 911 shall, within seven (7) business days of the due date, send notice to any delinquent Subscriber. In the event a Subscriber does not pay in full all User Fees plus accrued interest within six (6) months from the date of initial delinquency, the Governing Board may terminate services to such Subscriber. Any such termination shall not absolve the Subscriber of its obligation to pay any amounts owing to Snohomish County 911, including any accrued interest.

h. Reserve Funds. The Governing Board shall establish capital and operating reserve funds or accounts at the times and in the amounts necessary to ensure funds are on hand to reasonably address planned and unforeseen capital and operating expenses and to minimize the need for large increases in Assessments and/or User Fees from year to year as a result of acquisition or replacement of capital assets or equipment, and to fund the timely replacement of aging technology, equipment and systems. All amounts held in reserve funds held by SNOCOM and SNOFAC as of the Consolidation Effective Date shall be transferred to Snohomish County 911 to be placed in a reserve fund or funds at Snohomish County 911.

i. Snohomish County 911 2018 Budget and User Fees. Notwithstanding the requirements in this Agreement regarding approval of budgets, Assessments and User Fees to the contrary, the following terms and conditions will apply with respect to the budget, Assessments and User Fees for Snohomish County 911 in 2018.

i. The budget for Snohomish County 911 for 2018 shall be adopted substantially as set forth in **Exhibit D**; essentially, the adopted SNOCOM 2018 budget plus the adopted SNOFAC 2018 budget, including an amount to pay for transition costs to be funded from reserves.

ii. The 2018 budget shall be subject to amendment as the Governing Board deems necessary or appropriate.

iii. Assessments for Principals for Emergency Communication Services provided under this Agreement through December 31, 2018 shall be as set forth in **Exhibit E**, and are based on the assessments each agency would have paid had the consolidation of SNOCOM and SNOFAC not occurred. Such assessments shall be payable not less frequently than quarterly in accordance with regular practice of SNOCOM and SNOFAC, and shall be subject to such delinquency and other penalties as provided herein.

iv. Any Principals or Subscriber purchasing Additional Services in 2018 shall do so through entering into a separate contract with Snohomish County 911.

j. Rate Smoothing. As further described in Exhibit F, "rate smoothing" will be applied in the first budget year in which the Assessment formula defined in Exhibit C is applied.

SECTION 13. ISSUANCE OF DEBT.

Except as otherwise provided in Section 5, Snohomish County 911 shall not have the power to issue obligations or to incur debt. However, it is anticipated that Snohomish County 911 may require capital funding from time to time to support facilities, technology and equipment needs. Bonds, notes or other evidences of indebtedness may be issued from time to time by one or more Participating Agencies or by another issuer pursuant to a separate agreement between one or more Participating Agencies and Snohomish County 911 in order to provide capital financing for Snohomish County 911 on terms as agreed upon by the parties thereto. The security and sources of payment for any such debt will be determined at the time of issuance, which may include User Fees and/or capital contributions from the Principals. Any User Fees and/or capital contributions for such purposes shall be approved by Supermajority Vote of the Governing Board. Further, in the event that any Principal is obligated to make a capital contribution, such obligation shall be subject to approval by its legislative authority. To the extent that any bonds or other debt is issued on a tax-exempt basis under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the Participating Agencies agree to not (1) make any use of the proceeds from the sale of such bonds or other debt that will cause the bonds or other debt to be "arbitrage bonds" within the meaning of the Code, or (2) act or fail to act in a manner that will cause the bonds or other debt to be considered obligations not described in Section 103(a) of the Code.

SECTION 14. CONVERSION OF STATUS OF PARTICIPATING AGENCIES, ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS; PROVISION OF ADDITIONAL SERVICE TO PRINCIPALS.

a. As described in Sections 12.c and 12.f hereof, a Principal may be converted to Subscriber status for failure to approve its share of the budget or for nonpayment or delinquency in payment of User Fees. On the date of such conversion, said former Principal shall:

i. lose its right to participate in a caucus for selecting a voting Governing Board member;

- ii. lose its right to receive a share of Snohomish County 911 assets upon dissolution of Snohomish County 911;
- iii. become subject to payment of User Fees in accordance with the then applicable User Fee formula for Subscribers; and
- iv. be bound by the terms of the applicable Subscriber service contract(s).

The conversion of a Principal to Subscriber shall not discharge or relieve any Principal of its outstanding obligations to Snohomish County 911.

b. A Principal may alternately elect to convert to Subscriber status effective the first day of the next budget period (whether Snohomish County 911 is operating under an annual or biennial budget) by giving notice of its intent to the Governing Board not less than nine (9) months in advance of such effective date. Such conversion shall be effective as proposed without further action of the Governing Board, barring any basis for terminating the Principal and action thereon by the Governing Board.

c. A governmental entity otherwise meeting the qualifications of a Principal in Section 3 hereof may be admitted as a Principal of Snohomish County 911 upon Supermajority Vote of the Governing Board as required under Section 6.j. Similarly, a Subscriber may apply to the Governing Board to be converted to Principal status. As a condition of becoming a Principal, whether by conversion or new admission, the Governing Board may require payment or other contributions or actions by the new Principal as the Governing Board may deem appropriate, and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Principals shall not cause the then-current Participants to incur additional cost. Upon such conversion or new admission, such new Principal shall execute this Agreement in its capacity as Principal and shall thereafter be subject to all provisions of this Agreement applicable to Principals.

d. Notwithstanding anything to the contrary in this Agreement, an Associate Agency meeting the qualifications of a Principal may become a Principal effective the first day of the next budget year, without making any latecomer payment or contribution, upon giving notice of its intent to the Governing Board not less than nine (9) months in advance of such effective date. Such conversion shall be become effective on such date without further action of the Governing Board.

e. The determination of whether to accept new Subscribers shall be made by the Governing Board in a manner similar, and subject to such terms and conditions, as that for accepting new Principals, it being the intention that the addition of new Subscribers shall not cause pre-existing Participating Agencies to incur additional cost.

f. A Principal wishing to receive service from Snohomish County 911 for an operating department in addition to a department already served by Snohomish County 911 may make application to the Governing Board in the same manner as, and be subject to such conditions and approvals as the Governing Board may deem appropriate for, an entity (other than an Associate Agency) seeking admission as a new Principal.

SECTION 15. RETAINED POWERS OF PARTICIPATING AGENCIES.

Each Participating Agency shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to interconnect to Snohomish County 911's operations. Interconnecting equipment and services necessary to the provision of authorized Snohomish County 911 services may be funded through Snohomish County 911's budget and operational programs.

SECTION 16. INVENTORY AND PROPERTY.

Equipment, vehicles and furnishings for Snohomish County 911's operation shall be acquired as provided by law. If any Participating Agency provides equipment or furnishings for Snohomish County 911's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by Snohomish County 911. The Executive Director shall maintain and bi-annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to Snohomish County 911, and the values thereof. In event of dissolution or termination of Snohomish County 911, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

SECTION 17. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a. Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Governing Board on or before June 30 in any year. After providing appropriate notice as provided in this Section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following the year in which the notice is given. A Principal that has given notice of its intent to terminate must meet with the Executive Director or his or her designee to develop a departure plan. The departure plan is intended to ensure an orderly separation of the Principal from New Agency and ensure minimal disruption in 911 Calls response for the public. The departure plan may include the transfer of funds and equipment or other assets and must be approved by Simple Majority Vote of the Board. Notwithstanding anything herein to the contrary, Principals shall be prohibited from withdrawing their membership and terminating their participation in this Agreement

during the Initial Term; provided, a Principal may give appropriate notice of its intent to withdraw pursuant to this Section during the Initial Term, and in such event that Principal's membership withdrawal shall become effective on the last day of the calendar year that coincides with the end of the Initial Term.

b. Notwithstanding the foregoing, a Principal may be terminated at any time by action of the Governing Board for delinquencies of at least six (6) months in payment of Assessments and interest per Section 12.f.

c. Time is of the essence in giving notice of termination and/or withdrawal.

d. A terminating and/or withdrawing Principal is deemed to forfeit any and all rights it may have to Snohomish County 911's personal or real property, or any other ownership in Snohomish County 911, unless otherwise provided by the Governing Board; provided further that this forfeit of rights shall not apply to personal property on loan to Snohomish County 911 from the terminating or withdrawing Principal.

e. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its outstanding obligations to Snohomish County 911.

f. A Governing Board Member representing a Principal that (i) has given notice of withdrawal, or (ii) has been terminated by vote of the Governing Board which termination is effective at a future date, shall be authorized to cast votes at the Governing Board only on budgets items to be implemented prior to the withdrawal or termination date.

SECTION 18. AMENDMENT OF AGREEMENT.

~~This The following terms of this Agreement may only be amended in writing after receipt of providing not less than thirty (30) days' advance written notice to all Principals of such proposed amendments, and upon approval of a Supermajority Vote of the Governing Board, except that any amendment affecting the following shall require the approval of the legislative authorities of all Principals:~~

- a. Expansion of the scope of services provided by the Snohomish County 911 beyond the scope of Section 4.
- b. The composition of the Governing Board and terms of office as provided in Sections 6.a and 6.d.
- c. Voting rights of Governing Board Members.
- d. Powers of the Governing Board.
- e. Hold harmless and indemnification requirements.
- f. Provisions regarding duration, termination or withdrawal.
- g. The conditions of this Section.

Formatted: Not Highlight
Formatted: Not Highlight

The parties to this Agreement acknowledge and agree that provisions in this Agreement that are not specifically identified in (a) through (g) above reflect the Principals' direction as to the initial operational and administrative policies and procedures to be implemented by the Governing Board. With the exception of the foregoing items that require affirmative approval of the legislative authorities of all Principals, the parties ~~hereto hereby delegate to this Agreement authorize to~~ the Governing Board ~~the authority to amend to modify~~ this Agreement from time to time ~~for the purposes of carrying out the terms of this Agreement in order to carry out the corporate purposes of Snohomish County 911.~~ Any such modification shall be in writing and executed by the President of the Governing Board after providing not less than thirty (30) days' advance written notice to all Principals of such proposed modification, and upon approval of a Supermajority Vote of the Governing Board.

Nothing in this Section shall be construed to require legislative authority consent for the addition of a new Principal, conversion of an Associate Agency to a Principal, or agreement to serve an additional Subscriber.

SECTION 19. MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS.

Approval of the merger or consolidation of Snohomish County 911 with another entity, or the sale of all or substantially all assets of Snohomish County 911, shall require a Supermajority Vote of the Governing Board.

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION OF SNOHOMISH COUNTY 911.

a. Generally. This Agreement may be terminated upon the approval of a Supermajority Vote of the Governing Board. The termination shall be by direction of the Governing Board to wind up business by a date specified by the Governing Board, which date shall be at least one (1) year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Distribution of Property on Termination of Agreement. Upon termination of this Agreement, all property acquired during the life of this Agreement remaining in ownership of Snohomish County 911 shall be disposed of in the following manner:

i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Snohomish County 911 liabilities, shall be distributed to those Principals still participating in the Snohomish County 911 on the day prior to the

termination date and shall be apportioned between Principals based on the ratio that the average of each Principals' contributions to the operating budget over the preceding five (5) years bears to the total of all then remaining Principals' User Fees paid during such five-year period. The Governing Board shall have the discretion to allocate the real or personal property and funds as it deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.

ii. Loaned Property. In the event of dissolution or termination of the Snohomish County 911, assigned or loaned assets shall be returned to the lending entity.

iii. Allocation of Liabilities. In the event outstanding liabilities of the Snohomish County 911 exceed the value of personal and real property and funds on hand, all Principals shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds.

c. Notwithstanding the foregoing, this Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Snohomish County 911, unless provision is made for those obligations.

SECTION 21. DISPUTE RESOLUTION.

a. Whenever any dispute arises between a Principal or the Principals or between the Principals and the Snohomish County 911 (referred to collectively in this section as the "parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section, which shall also be binding on Subscribers.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the President of the Governing Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute, and/or a person designated by the Subscriber(s), if a Subscriber(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations (whichever is mutually agreed to). The mediator(s) shall be mutually agreed upon and shall be skilled in the legal and business aspects of the subject

matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

SECTION 22. INSURANCE.

The Governing Board, Executive Director, and Technical Advisory Committees shall take such steps as are reasonably practicable to minimize the liability of the Participating Agencies, including but not limited to the utilization of sound business practice. The Governing Board shall determine which, if any, insurance policies or self-insurance programs for governmental entities authorized in the State of Washington may be reasonably and practicably acquired to cover liability exposures and other potential losses arising from the operations of the Snohomish County 911 and the activities of the parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk, property damage or loss), and shall direct the acquisition of same.

SECTION 23. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Principal shall defend, indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's negligent acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused solely by the acts of ~~an indemnified~~ Principal; provided, that if any such Claim is based on the concurrent negligence of more than one Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

b. Each Principal shall defend, indemnify and hold the Snohomish County 911 and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's negligent acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused solely by the acts of the Snohomish County 911; provided, that if any such Claim is based on the concurrent negligence of Snohomish County 911 and Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

c. As provided in its Articles, the Snohomish County 911 shall defend, indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of the Snohomish County 911's acts or omissions in connection with the

performance of its obligations under this Agreement, except to the extent the injuries and damages are caused solely by the acts of any Principal;; provided, that if any such Claim is based on the concurrent negligence of Snohomish County 911 and a Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

d. The Snohomish County 911 will hold harmless, indemnify and defend its officers, officials, employees and volunteers from any and all legal liability, claims or lawsuits of any kind for injuries, damages, losses of any kind occurring to another, including attorney fees, which may arise out of the good faith performance of their duties to the Snohomish County 911 and performed in the scope of their employment or service to the Snohomish County 911, except to the extent the injuries, losses and/or damages are caused by the intentional and knowing wrongful acts of any of the Snohomish County 911's officers, officials, employees or volunteers.

e. Subscribers shall be required to agree to indemnify and hold harmless each Principal and the Snohomish County 911, their officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of Subscriber's negligent acts or omissions in connection with the receipt of services from Snohomish County 911. To such degree as the Governing Board determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of Snohomish County 911, Snohomish County 911 may also indemnify and hold harmless Subscribers.

f. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a party hereto and the Snohomish County 911, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes the party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

g. Each party shall give the other parties proper notice as provided herein of any claim or suit coming within the purview of these indemnities. Termination of this Agreement, a Principal's withdrawal from the Snohomish County 911, or a Principal's conversion to Subscriber status (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

SECTION 24. INTERGOVERNMENTAL COOPERATION.

The Snohomish County 911 shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of any grant funds for equipment and operations and to enhance the effectiveness of the Snohomish County 911's operations and minimize costs of service delivery.

SECTION 25. NOTICE.

Notices required to be given to Snohomish County 911 under the terms of this Agreement shall be directed to the following unless all Principals are otherwise notified in writing:

President of the Governing Board and Executive Director, Snohomish County 911
c/o Snohomish County 911
[1121 S.E. Everett Mall Way, Suite 200](#)
[Everett, WA 98208](#)

Notices to Principals, Subscribers, Associate Agencies, Governing Board Members or Representatives required hereunder may be given by mail, overnight delivery, facsimile or email (with confirmation of transmission), or personal delivery. Each Principal shall provide the President of the Governing Board written notice of the address for providing notice to said Principal. Any Principal wishing to change its mail or email address shall promptly notify the President of the Governing Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by facsimile or email (with confirmation of transmission), or received by personal delivery.

SECTION 26. COMPLIANCE WITH LAWS.

During the term of this Agreement, the parties hereto agree to comply with all federal, State, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any Emergency Communication Services and/or Additional Services involve the retention, security, confidentiality or other handling of certain "protected" health information under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

SECTION 27. VENUE.

The venue for any action related to this Agreement shall be in the Superior Court in and for Snohomish County, Washington at Everett, Washington, or if applicable, in Federal District Court, Western District of Washington.

SECTION 28. NO THIRD PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement. In addition to the foregoing, nothing in this Agreement is intended to create a special relationship or other basis for third party liability.

SECTION 29. SEVERABILITY.

The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this agreement shall not affect the validity of the remainder of this Agreement.

SECTION 30. RATIFICATION.

All prior acts taken by the Principals and Snohomish County 911 consistent with this Agreement are hereby ratified and confirmed.

SECTION 31. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE.

This Agreement may be executed from time to time in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. Further, this Agreement may be executed from time to time, without official action of the legislative body of each party hereto, in order to add a new Principal to Snohomish County 911. This Agreement shall be executed from time to time on behalf of each Principal [and Associate Agency] by its duly authorized representative following approval of this Agreement by motion, resolution or ordinance of its legislative authority. This Agreement may be amended as provided herein.

| This Agreement shall be deemed adopted and effective as of January 1, 2018. This Agreement shall be filed and/or posted as required by chapter 39.34 RCW.

IN WITNESS WHEREOF, this Agreement has been executed by each Principal on the date set forth below:

[Insert Signature and Notary Blocks]



EXHIBIT A

**Initial Election to Receive Emergency Communication Services
from Snohomish County 911**

To be returned to: Snohomish County 911
1121 S.E. Everett Mall Way, Suite 200
Everett, WA 98208

For Agencies becoming Principals:

The undersigned, as party to the [Snohomish County Regional Public Safety Communications Agency Interlocal Agreement](#) (the "Agreement") and a Principal in Snohomish County 911, hereby confirms that it elects to receive from Snohomish County 911 Emergency Communication Services as defined in the Agreement, for its

Police department/operation
 Fire/Emergency Medical Services department/operation
as and when such service becomes available in accordance with the Agreement.

(Cities and Towns: If both services are **not** checked above, please indicate below the service provider that will be providing such service, and whether that is being provided per a service contract with your jurisdiction or as a matter of law (i.e., annexation into a Fire District).

For Agencies becoming Associate Agencies:

The undersigned, as party to the Agreement hereby confirms that it will be an Associate Agency of Snohomish County 911. Associate Agency receives

Local Policing services by contract with _____.
 Fire/Emergency Medical Services by contract with _____.

For all signatory agencies:

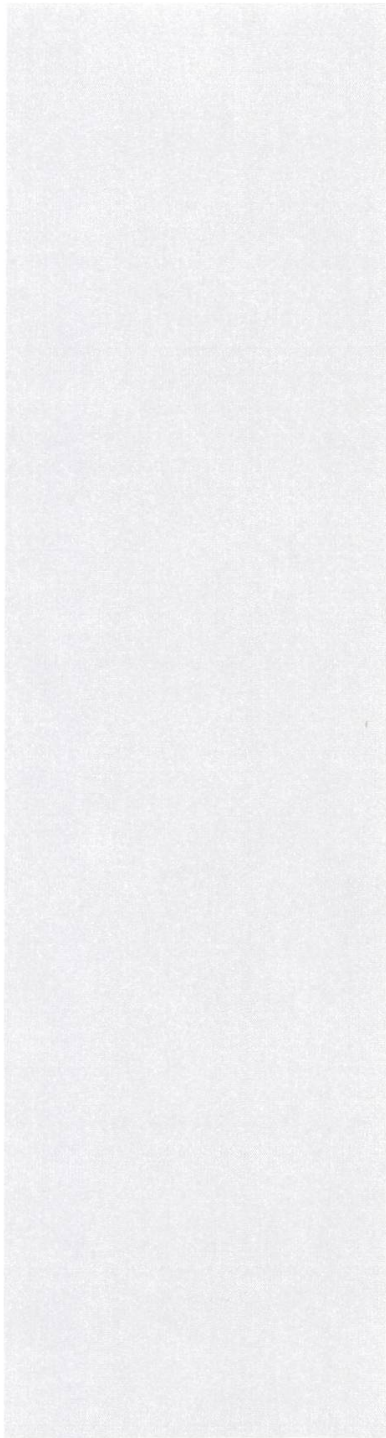
Contact information for the elected department/operation(s) is set forth below

Signed this ___ day of _____, 2017.

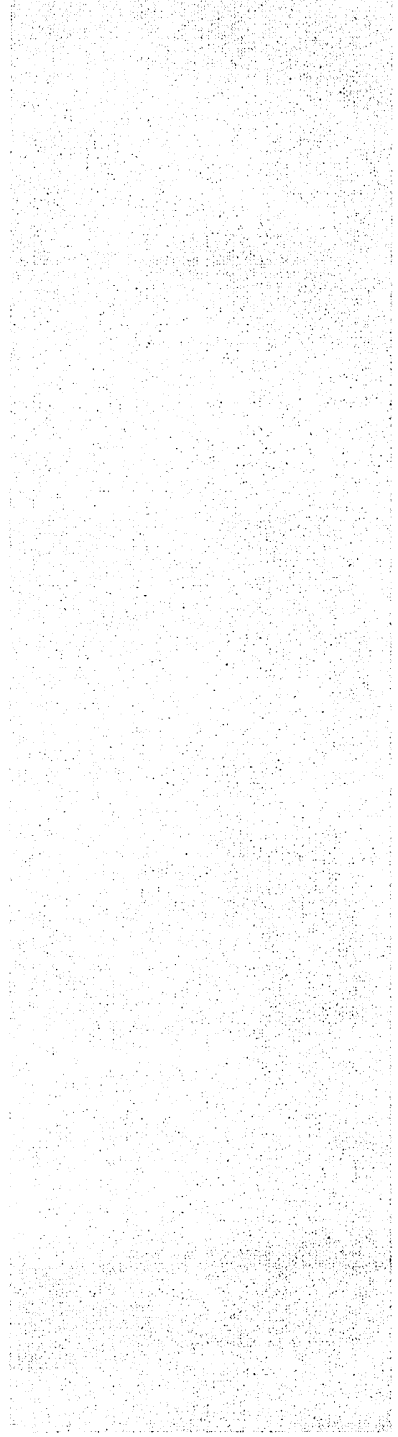
Agency Name: _____

By: _____

Its: _____



Please attached contact information for all served department/operation(s) (Names, Title, Address, Phone and e-mail.



2

Exhibit B
Process for Selecting Governing Board Members and Alternates

Governing Board Members are selected every two (2) years in April as part of the Agency Assembly, through the process described below; provided, that the first caucuses shall be held in January 2018, and the Governing Board Member terms for persons elected at such caucuses shall last from their date of election through the first meeting of the Governing Board in May 2020.

If not defined in this **Exhibit B**, capitalized terms have the meaning stated in the Agreement.

As used in this **Exhibit B**:

- **Population Served** means the residential population of all territory Directly Served by a Principal Police Agency or Fire Agency, according to the most recent annual report issued by the State Office of Financial Management each year determining the population of each jurisdiction.

Step 1. Police Agencies are divided into four (4) caucuses

- a. Rank each Police Agency by **Population Served** from smallest to largest, *provided, however*, that to avoid double counting, Population Served shall be based on the population for which the Police Agency has general policing responsibilities; contracts for special services (such as bomb squad or SWAT responses only) are not included in the calculation of Population Served.
- b. Snohomish County shall be its own caucus (until and unless it is no longer the largest Police Agency in terms of Population Served, in which case all four caucuses shall be determined as per Subsection c below).
- c. The remaining Police Agencies shall be divided into three roughly equal caucuses based on Population Served, starting from the smallest Police Agency and working up to agencies serving more population. In deciding where to divide caucuses, the following rules shall apply:
 - i. No Police Agency shall be divided into two caucuses.
 - ii. Caucuses with the smallest agencies (the two caucuses with three Governing Board Member seats, referred to as Small and Medium Police Agencies on the Police Agencies Table below) shall be sized by rounding up (exceeding the population target to the extent necessary to completely include the target population and not divide any Police Agency between caucuses), and the larger Police Agency

B-1

caucus (two Governing Board Member seats, referred to as Next Largest Police Agencies in the Police Agencies Table below) shall be rounded down.

Step 2. Fire Agencies are divided into three (3) caucuses

- a. Rank each Fire Agency by **Population Served**, from the smallest to the largest, *provided, however*, that to avoid double counting, Population Served shall be based on fire suppression responsibility; contracts for limited services (such as BLS/ALS response/transport) are not included in the calculation of Population Served.
- b. Divide the Fire Agencies into three (3) caucuses based on whether they are small, medium or large agency, defined as follows:
 - i. A Large Fire Agency is defined as an agency serving 14% or more of the total Population Served by all Fire Agencies.
 - ii. A Medium Fire Agency is defined as an agency serving more than 3% and less than 14% of the total Population Served by all Fire Agencies.
 - iii. A Small Fire Agencies is defined as an agency serving 3% or less of the total Population Served by all Fire Agencies.

Step 3. Each Caucus selects Board Members

- a. At the Agency Assembly, designated representatives from each Principal in each Police Agency caucus and each Fire Agency caucus shall meet together and select Governing Board Members to represent them on the Governing Board for the next two-year term. Caucuses may determine their own rules for nominating and selecting Governing Board Members, provided that the following rules shall apply:
 - i. Representatives to the caucus shall be designated by the legislative body of the Principal they represent (or by such other person as local codes may require). Designated representatives must be qualified to serve as a Governing Board Member.
 - ii. An individual need not attend the caucus in order to be selected as a Governing Board Member, so long as the person otherwise meet the qualifications of a Governing Board Member.
 - iii. Each Principal within a caucus shall have an equal vote in selecting each Governing Board Member.
 - iv. Voting by proxy will not be allowed.

B-2

- v. No Principal may have an elected official or staff member hold more than one (1) Governing Board seat in a single caucus unless there are more seats than Principals in the caucus.
 - vi. Each caucus shall submit a written statement to the Secretary of Snohomish County 911, signed by not less than half of the caucus' representatives present at the Agency Assembly, confirming the individuals to whom the caucus's Board seats are to be allocated for the next term of office.
- b. Designated representatives from each Associate Agency and each Single-Service Principal shall also form a caucus at the Agency Assembly to select a single non-voting Board Member. Representatives to the caucus shall be designated in the same manner as described in Step 3.a.i, one from each Associate Agency and each Single-Service Principal. The caucus rules described in Step 3.a apply, as do rules for selecting an alternate as described in Step 4. In no event shall the Governing Board Member appointed by this caucus be from an agency that also has a voting Governing Board Member elected for the same board term.
- c. The number of Governing Board Members to be selected by each caucus shall be as follows:

Police Agencies (10 Board Members)

Caucus 1: Largest Agencies (Currently Snohomish County is the only member)	2 Governing Board Members, one of which must be the County Sheriff or an assistant or deputy sheriff directly reporting to the Sheriff – unless or until the County is no longer the Largest Policy Agency (in terms of Population Served), in which case the two board members shall be selected as per Caucus 2.
Caucus 2: Next Largest Police Agencies	2 Governing Board Members, of which one must be operational staff and one must be an elected official
Caucus 3: Medium Police Agencies	3 Governing Board Members, of which one must be an operational staff and one must be an elected official
Caucus 4: Small Police Agencies	3 Governing Board Members, of which one must be an operational

B-3

	staff and one of must be an elected official
--	--

Fire Agencies (5 Board Members)

Caucus 1: Large Fire/EMS Agencies	3 Governing Board Members
Caucus 2: Medium Fire/EMS Agencies	1 Governing Board Member
Caucus 3: Small Fire/EMS agencies	1 Governing Board Member

Associate Agencies and Single-Service Principals (1 non-voting Governing Board Member)

1 Caucus	1 non-voting Board Member
----------	---------------------------

Step 4. Each Caucus Selects a Slate of Designated Alternates, in Priority Order.

- a. Each caucus shall select a slate of designated alternates in a number equal to the number of Governing Board seats allocated to that caucus.
- b. Each caucus shall prioritize its alternates to determine the order in which the alternates are called upon to participate at a Governing Board meeting in the event of an absence of any Governing Board member representing the caucus.

Caucuses may determine their own rules for nominating and selecting Board Alternates, provided that the rules set forth in Step 3.a for selecting of Board Members shall apply.

Vacancies

Any vacancies shall be promptly filled by the appointing caucus, which shall meet either in person or telephonically to select a replacement Board Member and/or Alternate to serve the remainder of the vacant position's unexpired term. Such selection process shall be subject to the rules outlined in Step 3.

B-4

Exhibit C

Principals Assessment Formula

Assessments are calculated and charged separately for each Emergency Communications Service provided for each Principal that has elected to receive such service. A Principal that has elected to receive both Police and Fire/EMS Emergency Communications Services will pay one Assessment for service to its Police agency and one Assessment for service to its Fire/EMS agency. A Principal that has elected to receive only police or Fire/EMS Emergency Communications Services from Snohomish County 911 only pays an Assessment for the service so received.

The **Transition Period** is the time period beginning on the date which Snohomish County 911 has been legally formed through the beginning of the budget year in which Snohomish County 911 begins delivering **Fully Integrated Services**, anticipated to be calendar year 2019.

This **Exhibit C** sets forth Assessment Formulas applicable from and after the point that Fully Integrated Services begin, anticipated to be January 1, 2019, or whichever date is otherwise selected by the Governing Board for simplicity of budgeting purposes. *For example*, if Fully Integrated Services become operational in February 2019, the Governing Board may nevertheless apply the User Fee formula to fund the Net Budget for all of calendar year 2019.

Capitalized terms used in **Exhibit C** not defined in this **Exhibit C** have the meaning set forth in the body of the Interlocal Agreement.

Description of the formula to derive Assessments for individual Principals.

Step 1: Divide the Net Adopted Budget into four cost pools:

- **Administration and Technology**
- **Call Takers**
- **Police Dispatch**
- **Fire Dispatch**

The costs allocable to each cost pool are further defined below (see "Definitions")

Step 2: Apply Revenues to cost pools according to the following guidelines:

- E-911 Tax Revenues will first be applied to offset all costs associated with the **Call Takers** cost pool. Any E-911 Tax Revenues over and above the amount necessary to fund all costs in the **Call Takers** cost pool will be applied to fund permissible costs for such revenues within the **Administration and Technology** cost pool.
- Subscriber Contract revenues will be applied to the **Police Dispatch** and/or **Fire Dispatch** cost pool, based on the services billed to the Subscriber. For example,

C-1

revenues from a Subscriber contract for Emergency Communications Services with the Stillaguamish Tribe to service its Police Agency will be applied to reduce the size of the Police Dispatch cost pool.

- Additional Services revenues will be applied to the Administration and Technology, Police Dispatch and/or Fire Dispatch Cost pool, based upon where the costs of those services are allocated.

Step 3: Divide the four cost pools between Police Agencies and Fire Agencies:

- Amounts in the **Administration and Technology** cost pool will be divided based on the ratio of dispatch workstations assigned to each service (initially, 8 police dispatch stations and 5 fire stations)
 - Police 62%
 - Fire 38%

If the Board approves deployment of an additional dispatch work station to serve Police or Fire Agencies, this ratio will automatically change (the change is not considered a formula change requiring Governing Board approval).

- Amounts in the **Call Taker** cost pool will be divided based on a ratio that reflects an assessment of actual time spent by call takers processing each type of call:
 - Police 75%
 - Fire 25%

A change in this ratio requires Supermajority Vote of the Governing Board.

- Calculate a **Cost per Console** by dividing total Police Dispatch and Fire Dispatch Costs by the total number of dispatch stations.
- Amounts in the **Police Dispatch** cost pool are allocated to Police Agencies and are further separated out on a **Cost-per-Console** basis as between Shared Dispatch Station costs and Dedicated Dispatch Station costs. (In 2017, of the 8 Initial Police Dispatch stations, 5 were shared and 3 were dedicated—1 to Marysville Police, and 2 to Everett Police).
- Amounts in the **Fire Dispatch** cost pool are allocated to Fire Agencies and are further separated out on a **Cost-per-Console** basis as between Shared Dispatch Station costs and Dedicated Dispatch Station costs (In 2017, there were 5 Shared Dispatch Stations in the Fire Dispatch cost pool and no Dedicated Dispatch Stations).

C-2

Step 4: Allocate costs to individual Principals, calculating Fire and Police Agency assessments separately as follows:

- **Police Agency Principal Assessments:**

1. Calculate the sum of costs allocated to all Police Agencies in the **Administration and Technology** Cost pool plus the **Call Taker** cost pool, and *subtract* Police Agency Subscriber contract revenues. Allocate the resulting total amount between all Police Agency Principals based on the **Shared Cost Allocation Calculation**. The total Police Agency Principal Assessment for any individual Principal is this amount *plus* the individual dispatch cost allocation derived from *either* item 2 or 3 below as applicable to the individual Principal:
2. **For Principal Police Agencies assigned to Shared Police Dispatch stations:** Each such Principal is allocated a shared of all Shared Police Dispatch Station costs based on the **Shared Cost Allocation Calculation**.
3. **For Principal Police Agencies with Dedicated Police Dispatch stations:** Each such Principal is allocated a cost equivalent to the **Cost per Console** multiplied by the number of dedicated Police Dispatch stations for which they have contracted.

- **Fire Agency Principal Assessments:**

1. Calculate the sum of costs allocated to all Fire Agencies in the **Administration and Technology** Cost pool plus the **Call Taker** cost pool, and *subtract* Fire Agency Subscriber contract revenues. Allocate the resulting total amount between all Fire Agency Principals based on the **Shared Cost Allocation Calculation**. The total Fire Agency Principal Assessment for any individual Principal is this amount *plus* the individual dispatch cost allocation derived from *either* item 2 or 3 below as applicable to the individual Principal
2. **For Principal Fire Agencies assigned to Shared Fire Dispatch stations:** Each such Principal is allocated a shared of all Shared Fire Dispatch Station costs based on the **Shared Cost Allocation Calculation**.
3. **For Principal Fire Agencies with Dedicated Fire Dispatch stations:** Each such Principal is allocated a cost equivalent to the **Cost per Console** multiplied by the number of dedicated Fire Dispatch stations for which they have contracted.

C-3

- **Shared Cost Allocation Calculation:**

Take the total sum to be allocated and divide it up based on three different factors:

1. 54% of total costs are allocated based on the percentage share of a Member's Calls for Service as compared to total Calls for Service of all such agencies (police or fire—including Principals and Subscribers). Calls for Service shall be calculated as an annual average based on the most recent 8 calendar quarters (see definition of Call Calculation Period).
2. 23% of costs are allocated based on the percentage share of a Members Assessed Value as compared to the total Assessed Value of all such agencies (police or fire, Principals and Subscribers).
3. 23% of costs are allocated based on the percentage share of a Member's Population Served as compared to the total Population of all such agencies (police or fire, Principals and Subscribers).

DEFINITIONS

Fire Agency or Fire Agencies: unless expressly noted otherwise, in this Exhibit these terms include both Principals and Subscribers Directly Providing fire and medical services that are Directly Served by Snohomish County 911.

Police Agency or Police Agencies: unless expressly noted otherwise, in this Exhibit these terms include both Principals and Subscribers Directly Providing police services that are Directly Served by Snohomish County 911

Cost-Per-Console Total labor costs to staff all police and fire dispatch consoles divided by the number of consoles.

Net Adopted Budget means the budget approved by the Governing Board after action by all individual Principals, applicable in the time period for which the **Assessment** is payable, *less Other Revenues*.

Other Revenues mean revenues received by Snohomish County 911 from sources other than User Fees, E-911 tax revenues and Additional Services, including without limitation Associate Agency fees, other miscellaneous revenues, grants, or awards that may be available from time to time to offset the operating and capital costs of Snohomish County 911.

Administration and Technology Costs include all costs associated with providing the supervision, management, facilities costs, insurance, reserve contributions, etc., of running the public safety dispatch center and technologies, and all other expenditures in the Net Adopted Budget not included in the definition of Call Taker Costs and Dispatch Costs.

C-4

Call Taker Costs include all labor costs associated with the prescribed number of operational staff assigned to staff the call taking function.

Police Dispatch Costs include all labor costs associated with the prescribed number of operational staff assigned to all dispatch workstations designated for serving Police Agencies.

Fire Dispatch Costs include all labor costs associated with the prescribed number of operational staff assigned to all dispatch workstations designated for serving Fire Agencies.

Shared Dispatch Stations are dispatch stations that not dedicated by agreement (as opposed to workload allocation) to serve a single Principal or Subscriber.

Dedicated Dispatch Stations are dispatch stations that are dedicated by agreement to serve a single Principal or Subscriber.

Labor Costs are direct costs of salary and benefits.

E-911 tax revenues mean revenues received by Snohomish County 911 from Snohomish County pursuant to State law.

Calls for Service are defined on Appendix C-1, *provided* that until Snohomish County 911 has been in operation for more than three years, the calculation of the number of **Calls for Service** shall be determined in whole or in part (to the extent necessary to determine the two-year average number of calls for service) based on the number of **Calls for Service** by each **Charged Operation** as reported by the records of the dispatch agency previously serving each **Charged Operation**, and consistent with the definition of **Calls for Service** in Appendix C-1.

Charged Operation refers to an individual Principal's fire/EMS agency/operation, being charged under the **Assessment** formula.

The **Call Calculation Period** is defined as the first calendar quarter of the preceding budget year, and the 7 calendar quarters preceding that. (For example, in 2019, the Call Calculation Period be the first quarter of 2018, plus the preceding 7 calendar quarters—all of 2017, and the last three quarters of 2016).

Population Served has the meaning set forth in Exhibit B.

Assessed Value is the **Assessed Value** of taxable real property in an individual Principal or Subscriber's or Snohomish County 911 **Service Territory** for the **Charged Operation** (as applicable) for the most recently available tax year, as published by the State Office of Financial Management or Snohomish County Assessor.

C-5

**Appendix C-1
Definition of "Calls for Service"**

The purpose of this Exhibit is to define Calls for Service for purposes of billing/funding calculations.

Snohomish County 911 will bill each Principal based on the User Fee formula, which incorporates consideration of Calls for Service as defined in this Exhibit.

Section 1. Call for Service Defined: Snohomish County 911 defines a Call for Service for workload analysis and User Fee calculation as any request for service or unit initiated activity resulting in creation of a Computer Aided Dispatch System (CAD) incident that requires oversight by or interaction with Snohomish County 911 personnel, with the exception of the following:

- a. Any **mutual aid incident** where another Snohomish County 911 Principal within the same classification (police/fire/medic) is dispatched as the primary responding agency. *For example*, a police department that responds into another police department's jurisdiction to provide assistance does not constitute a Call for Service charged to the mutual aid responder. However, an incident involving both police and fire/EMS would result in a Call for Service for both classifications. Similarly, any mutual aid request dispatched to a location outside the Snohomish County 911 service area shall not constitute a Call for Service.
- b. Any incident that is a **duplicate** of another Call for Service, or **associated** with another Call for Service. *For example*, multiple calls about a single brush fire incident will result in only one Call for Service for the fire/EMS responder.
- c. Any incident that is **cancelled** by Snohomish County 911 personnel due to an error or similar internal reasons. *This does not include "cleared incidents"*, which are incidents that are cancelled when the requesting party calls back to cancel the response after the incident has been entered into CAD.
- d. Any **informational broadcast** including but not limited to CAD entries type codes of NOTICE, NOTICEP & INFO.
- e. Any **informational incident** used for tracking non police or Fire/EMS activity created by dispatchers solely for the purpose of assisting the dispatcher in tracking such activity, *for example*, utility call-outs.

Section 2: Assignment of CFS: As a general rule, CAD incidents are assigned to a Principal when the incident occurs within its authorized dispatch area (geo-verified location) and service discipline (Police/Fire) with the following exceptions:

- a. **Transit, Fire Marshall, Narcotics Task Force:** these incidents are assigned to the responsible countywide agency regardless of location.

C-1-1

b. **Traffic Stops:** assigned to the initiating agency.

c. **Non-geo verified incidents, in County:** assigned to initiating agency.

If there are significant anomalies in the manner calls have been measured by SNOCOM and SNOAC, those anomalies shall be adjusted in a manner determined reasonable by the Governing Board (Supermajority Vote item) in order to develop a fair means for determining the number of calls across all agencies.

C-1-2

Exhibit D - 2018 Budget for Snohomish County 911

(text below is new to this draft of the ILA— not redlined for ease of reading)
Combining SNOCOM/SNOPAC 2018 Approved Budgets

	<u>SNOPAC</u>	<u>SNOCOM</u>	<u>TOTAL</u>
<u>Revenues</u>			
Dispatch Services (Assessments)	\$ 10,857,878	\$ 4,459,270	\$ 15,317,148
E911 Excise Tax & Other	\$ 3,990,570	\$ 1,709,962	\$ 5,700,532
	<u>\$ 14,848,448</u>	<u>\$ 6,169,232</u>	<u>\$ 21,017,680</u>
<u>Expenses</u>			
Payroll Expenses	\$ 12,790,908	\$ 4,947,029	\$ 17,737,937
Professional Fees	\$ 246,000	\$ 109,955	\$ 355,955
Administrative Support	\$ 44,000	\$ 11,093	\$ 55,093
Rent	\$ 317,152	\$ 104,450	\$ 421,602
Repairs & Maintenance	\$ 1,055,167	\$ 610,410	\$ 1,665,577
Insurance	\$ 60,000	\$ 42,650	\$ 102,650
Communication	\$ 107,492	\$ 50,952	\$ 158,444
Travel & Training	\$ 114,730	\$ 41,360	\$ 156,090
Minor Capital Equipment	\$ 68,000	\$ 228,668	\$ 296,668
Office Supplies	\$ 45,000	\$ 22,665	\$ 67,665
Total Expense	<u>\$ 14,848,448</u>	<u>\$ 6,169,232</u>	<u>\$ 21,017,680</u>

D-1

**Exhibit E
2018 Assessments**

(text below is new to this draft of the ILA— not redlined for ease of reading)

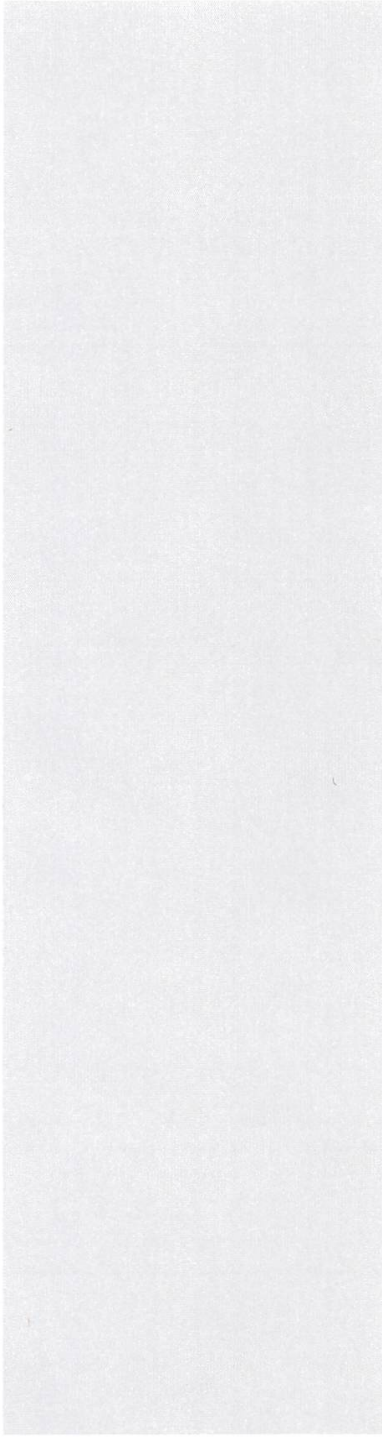
Based on adopted SNOPAC / SNOCOM 2018 Budget Assessments

Jurisdiction	2018 Budget Assessments
City of Brier --Police	\$93,177
City of Brier --Fire	\$25,297
City of Edmonds --Police	\$804,597
City of Edmonds --Fire	\$247,607
City Lynnwood -- Police	\$920,963
City of Mill Creek-- Police	\$360,175
City of Mill Creek --Fire	\$98,066
City of Mountlake Terrace --Police	\$355,851
City of Mountlake Terrace --Fire	\$115,679
City of Mukilteo -- Police	\$406,100
City of Mukilteo --Fire	\$109,545
Town of Woodway --Police	\$32,133
South Snohomish County Fire & Rescue RFA	\$890,080
City of Arlington --Fire	\$173,517
City of Arlington --Police	\$275,503
City of Everett --Fire	\$1,115,004
City of Everett --Police	\$1,910,126
Marysville Fire District	\$605,700
City of Marysville --Police	\$1,011,926
City of Stanwood --Fire	\$76,849
City of Stanwood --Police*	\$79,907
Snohomish County Fire District # 15	\$36,537
Snohomish County Fire District # 16	\$18,490
Snohomish County Fire District # 17	\$87,376
Snohomish County Fire District # 19	\$25,134
Snohomish County Fire District # 21	\$49,255
Snohomish County Fire District # 22	\$30,722
Snohomish County Fire District # 23	\$2,931
Snohomish County Fire District # 24	\$22,092
Snohomish County Fire District # 25 (Oso)	\$6,825
Snohomish County Fire District # 26	\$30,542
Snohomish County Fire District # 27	\$3,211
Snohomish County Fire District # 28	\$5,674
Snohomish County Fire District # 4	\$227,557

E-1

Snohomish County Fire District # 5	\$54,272
Snohomish County Fire District # 7	\$624,868
Snohomish County Fire District # 8	\$290,126
Snohomish County Airport Fire	\$15,222
Snohomish County Fire Marshall	\$4,423
North County Regional Fire Authority	\$122,180
City of Darrington --Police*	\$17,388
City of Gold Bar --Police*	\$28,860
City of Granite Falls --Police*	\$49,329
City of Lake Stevens --Police	\$357,594
City of Monroe --Police	\$277,017
Snohomish County Sheriff's Office (Unincorporated)	\$2,985,551
City of Snohomish Police*	\$129,805
City of Sultan --Police*	\$63,473
Stillaguamish Tribe --Police (<u>Subscriber agency</u>)	\$42,892

*Snohomish County Sheriff's Office provides service to these agencies.



E-2

Exhibit F

Assessment Smoothing in First Year of Fully Integrated Services

Rate Smoothing will be applied in the **first budget year in which the Assessment Formula defined in Exhibit C is applied (“Smoothing Year”)**. It is anticipated that on or about January 1, 2019, Snohomish County 911 will begin Fully Integrated Services and the Principal’s Assessment formula in **Exhibit C** will be applied for the full calendar/budget year of 2019. It is expressly contemplated that the Smoothing Year may include less than 12 but more than 10 months of Fully Integrated Services.

Smoothing payments and contributions will be calculated as follows:

After adopting the budget for the Smoothing Year and calculating the assessments to be paid by each Principal and Subscriber:

1. Identify which Principals and Subscribers will see their User Fee increase in an amount equal or greater to 9% as compared to their assessment in the immediately preceding year. These Principals are “Smoothing Recipients.”
2. Identify which Principals and Subscribers will see their User Fee decrease in an amount equal or greater to 9% as compared to their assessment in the immediately preceding year. These Principals are “Smoothing Contributors.”
3. Determine the sum of all User Fee increases experienced by Smoothing Recipients, provided that the sum will be capped at \$281,785. This is the **Maximum Total Smoothing Allocation**.
4. For each Smoothing Contributor, identify the amount which is 25% of its User Fee—this is the **Maximum Smoothing Contribution** for that Smoothing Contributor.
5. Determine the sum of all Maximum Smoothing Contributions. This is the **Maximum Total Smoothing Contribution**.
6. The lesser of the Maximum Total Smoothing Allocation and the Maximum Total Smoothing Contribution is the **Actual Total Smoothing Allocation**.
7. Increase the User Fee for the Smoothing Year of each Smoothing Contributor by an amount equal to the amount necessary such that each Smoothing Contributor contributes the same percentage of its User Fee decrease towards the Actual Total Smoothing Allocation.
8. Decrease the Use Fee for the Smoothing Year of each Smoothing Recipient by an amount equal to the amount necessary such that each Smoothing Recipient receives the same percentage of its User Fee increase from the Actual Total Smoothing Allocation.

F-1

OCTOBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 Council	4	5	6	7
8	9	10 Council	11	12	13	14
15	16	17	18	19	20	21
22	23	24 Council	25	26	27	28
29	30	31				

NOVEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7 Council	8	9	10	11
12	13	14 Council	15	16	17	18
19	20	21	22	23	24	25
26	27	28 Council	29	30		

DECEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 Council	6	7	8	9
10	11	12 Council	13	14	15	16
17	18	19	20	21	22	23
24	25 31	26 Council	27	28	29	30

Tentative Council Meeting Agendas

Subject to change without notice

Last updated: September 29, 2017

October 3, 2017

(Agenda Summary due September 19)

- Work Session:
 - K9 Succession Plan
 - Snocom/Snopac Consolidation

October 10, 2017

(Agenda Summary due September 26)

- A&B Board Appointment
- Work Session
 - Fire Contract

October 24, 2017 - City Manager @ ICMA Conference

(Agenda Summary due October 10)

- Presentation: Web Site Design Update
- Presentation: Veterans Day Parade
- Quarterly Financial Report

November 7, 2017

(Agenda Summary due October 24)

- Health District Update - Jeff Ketchel
- CPSM Report - Mill Creek Police Dept

Work in Progress - Upcoming Agenda Items

- CIP Work Plan
 - Director Recruitment
 - CIP Financial Policies
 - Budget Calendar
 - Citizen Budget Tool
 - Stormwater Review & Cost Projections
 - Council Retreat
- Fire Contract
- Guild Contract
 - Scheduled Bargaining Dates:
 - September 29
 - October 13
 - October 27
- Snocom/Snopac Consolidation Updates
- Draft city Code & Policy - Public Records Act Compliance
 - Next Work Session October 3
- Audit
- Budget Amendments
- Web Site Design Project
- CPSM Study - Police Department
- Frontier Franchise Agreement (October)
- Personnel Policies and Procedures
 - Job Descriptions Finalized
 - Compensation Analysis Complete
 - ADP Performance Evaluation System being built.