

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. 2017-821

Next Resolution No. 2017-569

**September 12, 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. Consolidation of SNOPAC and SNOPAC: Draft Interlocal Agreement
(Rebecca C. Polizzotto, City Manager)

CONSENT AGENDA

- C. Approval of Checks #57330 through #57451 and ACH Wire Transfers in the Amount of \$377,013.95
(*Audit Committee: Councilmember Todd and Councilmember Cavaleri*)

- D. Payroll and Benefit ACH Payments in the Amount of \$672,978.56
(Audit Committee: Councilmember Todd and Councilmember Cavaleri)
- E. City Council Meeting Minutes of July 25, 2017
- F. City Council Meeting Minutes of August 7, 2017

REPORTS

- G. Mayor/Council
- H. City Manager
 - Council Planning Schedule

AUDIENCE COMMUNICATION

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

ADJOURNMENT



Agenda Item # B

Meeting Date: **September 12, 2017**

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: CONSOLIDATION OF SNOPAC AND SNOCOM: DRAFT INTERLOCAL AGREEMENT

PROPOSED MOTION: N/A – Work Session Discussion Item Only.

KEY FACTS AND INFORMATION SUMMARY: SNOCOM and SNOPAC are both local government entities formed in the 1970s in Snohomish County to provide emergency call taking and dispatch services. In October, 2017, it is anticipated that both Boards will act to approve a plan to consolidate SNOCOM and SNOPAC into a new agency yet to be named (New Agency).

The New Agency will provide countywide emergency communications services (9-1-1 and other emergency call response and dispatch) to all signatories to the Interlocal Agreement and to subscribers who may contract for service with the Agency. It is anticipated that 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.

Proponents of the consolidation believe:

- Consolidation will improve 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 9-1-1 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.

The Interlocal Agreement reflects the deliberations of the SNOCOM and SNOPAC Boards over the past approximately eighteen months. 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 SERS Board was tasked with developing recommendations for review and approval by the SNOCOM and SNOFAC Boards, based upon a Board-approved work plan. At each step along the way, the JTF brought forward recommended policies and options for consideration by the Boards, and then moved forward based on the Boards’ direction.

The key terms in the **DRAFT** Interlocal Agreement are described below: :

1. **Consolidation of SNOCOM and SNOFAC into a new nonprofit corporation.** Today, both SNOCOM and SNOFAC 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 SNOFAC 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 consolidation approach can be accomplished with approval of two-thirds of the Boards, 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 it is anticipated that the new consolidated agency will be created and SNOCOM and SNOFAC 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.
4. **Withdrawal.** A Principal can withdraw from the Agreement by giving at least 18 months’ advance notice (termination date coinciding with the 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, fire/EMS response. All programs currently offered by SNOCOM and SNOFAC will be offered by the New Agency.
 - a. SNOFAC offers some special services by separate agreement, such as the managed laptop program. These “Additional Services” are optional, and the cost of providing them is not included in the assessment formula charged to members.
 - b. SNOCOM offers Enhanced Police Records Services to its members who are police agencies. These services are not offered by SNOFAC. 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” must be approved by a Supermajority Vote of the Board

and their costs 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 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 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 the 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 ILA is optional for these jurisdictions. 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 ILA 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.
8. **Governance.** With potentially as many as fifty member agencies, it was decided to develop a representative board structure. After months of deliberation, the SNOCOM and SNOPAC 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. The 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).

d. Associate Agencies and Single-Service Principals jointly select a non-voting board member.

e. Police caucuses have rules to ensure a mix of lead operational staff and elected officials is appointed to the Board. Fire/EMS caucuses are not subject to these same rules and may choose to appoint elected officials or lead operational staff to the Board.

f. Membership in caucuses is fluid—it will shift as population and New Agency membership shifts over time.

g. Police and Fire Board Members are chosen in slightly different ways.

h. A six (6) member transition board will be chosen this fall by the SNOCOM and SNOAC boards to oversee the New Agency for the few weeks of 2018 until caucuses can be convened to select Board members.

i. See Attachment F for diagrams of how the Board caucuses and membership would be structured if all current members in SNOCOM and SNOAC eligible to be Principals become party to the Interlocal Agreement, and the Board was in place this year.

9. **Annual Assembly.** An Annual Assembly will be held each April, for all Principals, Subscribers and Associate Agencies to hear about accomplishment of the last year, major work items for the coming year and proposed budget policies for the next year. Every other year, the Annual Assembly will also host the caucuses at which the next Board members will be chosen.

10. **Approval of Major Decisions by Governing Board.** Major decisions will require a Supermajority Vote of the Board, defined as a vote securing affirmative votes of both: (1) not less than seventy percent (70%) of all Members of the Board present constituting a quorum and voting; and (2) not less than one Board Member representing a fire agency.

a. The Board is allowed to amend the Interlocal Agreement by Supermajority Vote in certain circumstances. However, core provisions around governance, scope of agency authority and risk allocation cannot be changed by the Board: they require approval of the legislative bodies of all Principals.

b. Among the other items requiring a Supermajority Vote are:

i. Amendment to Principals' Assessment formula;

ii. Approval or Amendment of the bylaws;

iii. Accepting a new Principal member of the Agency;

iv. 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%

v. A decision to acquire assets, equipment, real or personal property valued at over \$500,000.

vi. A decision to dissolve the agency, or to merge, consolidate or sell all or substantially all its assets.

11. **Assessments and User Fees.** Principals will pay according to an Assessment formula that is basically an amalgam of the two existing assessment formulas at SNOCOM and SNOPAC. The formula allocates costs to individual agencies based on three factors: (1) calls for service processed for each agency (a detailed definition is appended to the ILA), (2) population served, and (3) Assessed Value.

a. A hypothetical assessment run applying the proposed rate formula to a hypothetical 2017 consolidated agency budget was shared with the Boards in January 2017 and has been reviewed at several sessions with finance directors and other staff from interested agencies.

b. It is projected that the new assessment formula will result in very little price disruption for SNOPAC members; however, it is projected that SNOCOM police agencies will see a sizeable reduction in their fees and Fire District 1 (soon to be the South 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.

d. The assessment formula is described in text at Exhibit C.

12. **Budgets.** Each year, the Agency will adopt a budget for the following year by no later than September 15. The City will then be asked to approve its Assessment as part of its regular budget process. If the City 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).

CITY MANAGER RECOMMENDATION: N/A. Information presented for work session discussion only.

ATTACHMENTS:

- Draft ILA for New Agency
- Current ILA with SNOCOM
- New Agency Membership Structure
- New Agency Board Structure
- New Agency Assessment Formula Diagram
- Articles of Consolidation

Respectfully Submitted:



Rebecca C. Polizzotto
City Manager

NEW AGENCY DRAFT ILA

**SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS
AGENCY INTERLOCAL AGREEMENT
[PLACEHOLDER NAME]**

DRAFT DATED: SEPTEMBER 5, 2017

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[To be updated after the document is final]

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[SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS
AGENCY INTERLOCAL AGREEMENT]

DRAFT DATED SEPTEMBER 5, 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 Board 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 Board 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 9-1-1 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 Board 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 _____ (“NEW AGENCY”), 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 NEW AGENCY 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 _____ AGENCY;
STATUS OF MEMBERS AS OF THE CONSOLIDATION EFFECTIVE DATE.**

a. Creation of NEW AGENCY. 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 “_____” as provided in the Articles (“NEW AGENCY”).

ii. NEW AGENCY 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 NEW AGENCY.

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

iv. The separate existence of SNOCOM and SNOPAC, except as formed as NEW AGENCY, shall cease.

v. NEW AGENCY 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. NEW AGENCY 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 NEW AGENCY without further act or deed; and the title to any real estate, or any interest therein, vested in NEW AGENCY shall not revert or be in any way impaired by reason of such consolidation.

vii. NEW AGENCY 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 NEW AGENCY 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. NEW AGENCY, 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 NEW AGENCY.

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 NEW AGENCY by making such designation on the services election form attached hereto as **Exhibit A**, shall be deemed a Principal of NEW AGENCY 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 NEW AGENCY by providing written notice of same to NEW AGENCY together with notice of its service election, (ii) provide notice to NEW AGENCY of its request to be an Associate Agency, or (iii) provide notice to NEW AGENCY of its intent to provide its own emergency communication services and to not be a Principal, Subscriber or Associate Agency of NEW AGENCY.

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 NEW AGENCY of its intent prior to this subsection, then such member of SNOCOM or SNOPAC shall be deemed to be a Subscriber of NEW AGENCY for the period between the Consolidation Effective Date and February 15, 2018 (the "Gap Period"). During the Gap Period NEW AGENCY agrees to provide Emergency Communication Services to such agency in order to allow the agency to complete its formal notification process to NEW AGENCY, 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 NEW AGENCY. NEW AGENCY 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 NEW AGENCY 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 NEW AGENCY 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 NEW AGENCY 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 NEW AGENCY 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 NEW AGENCY but which receives police and/or fire/EMS services though a contract with a Principal or Subscriber of NEW AGENCY. 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 NEW AGENCY and pay User Fees to NEW AGENCY 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 NEW AGENCY.

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 NEW AGENCY 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 NEW AGENCY 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 NEW AGENCY.

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. NEW AGENCY. “NEW AGENCY” refers to the
“_____.”

x. 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.”

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

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

aa. 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.

bb. 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.

cc. 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.

dd. 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).

ee. 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.

ff. 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.

gg. 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.

hh. 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.

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

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 NEW AGENCY 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 NEW AGENCY as evidenced by separate contract between NEW AGENCY 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 NEW AGENCY 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 NEW AGENCY 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. 9-1-1 Calls. “9-1-1 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. NEW AGENCY SERVICES.

a. NEW AGENCY 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 but not limited to the following more specifically described services (collectively, “Emergency Communication Services”):

- i. Receiving 9-1-1 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, NEW AGENCY shall provide Enhanced Police Records Services to Principals and Subscribers who were SNOCOM member agencies with Police Agencies that are Directly Served by NEW AGENCY. 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. NEW AGENCY 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. NEW AGENCY POWERS.

NEW AGENCY, 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 NEW AGENCY;
- c. Establish policies for expenditures of budget items for NEW AGENCY;
- d. Review and adopt personnel policies for NEW AGENCY;
- e. Review and approve operating policies for NEW AGENCY, 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 NEW AGENCY;

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 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 NEW AGENCY 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 NEW AGENCY 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 NEW AGENCY;

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 NEW AGENCY'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 NEW AGENCY 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 NEW AGENCY's goals and purposes; and

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

SECTION 6. GOVERNING BOARD: COMPOSITION AND OPERATION.

a. Composition. NEW AGENCY 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, NEW AGENCY 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 NEW AGENCY 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 NEW AGENCY and their agencies must be Principals of NEW AGENCY 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 NEW AGENCY to oversee the management of NEW AGENCY 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 NEW AGENCY 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.

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 NEW AGENCY; Impact on Governing Board Representation. Each Principal shall determine which of its respective public service departments or operations will be Directly Served by NEW AGENCY. The initial election by each Principal as to which of their respective departments or operations will receive services from NEW AGENCY 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 NEW AGENCY 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 NEW AGENCY. However, NEW AGENCY 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.g) 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

- iii. Labor Statistics, or its successor index, plus 4% (adjusted as necessary to accomplish the same annual cost increase limitation in the event NEW AGENCY 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 NEW AGENCY 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 NEW AGENCY per Section 19;
- x. Amendment of this Agreement (except for those amendments requiring approval of all legislative bodies of the Principals per Section 18).
- xi. Termination or dissolution of NEW AGENCY 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 NEW AGENCY; provided, that such persons shall not be Members of the Governing Board. The duties of all officers shall be further described in the NEW AGENCY 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 NEW AGENCY 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 NEW AGENCY of any boundary changes, or service territory changes that may occur due to annexation, merger, or other reason, so that NEW AGENCY may accurately dispatch calls, accurately track calls for service data and accurately assess User Fees; provided, however, until such time as NEW AGENCY 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, NEW AGENCY shall continue to bill each Participating Agency on the basis of NEW AGENCY'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 NEW AGENCY 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 that would otherwise independently qualify Principals under this Agreement 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 NEW AGENCY, 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 anything in this paragraph to the contrary, if a merged or annexed Principal retains a separate public safety operation that is Directly Served by NEW AGENCY, 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 NEW AGENCY 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 NEW AGENCY.

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 NEW AGENCY.

b. Technical Advisory Committee Representatives. Persons serving on either Technical Advisory Committee shall serve without compensation from NEW AGENCY. However, NEW AGENCY 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 members of each Technical Advisory Committee (or their alternates) 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 NEW AGENCY 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 NEW AGENCY for the previous calendar year;
 - ii. The proposed work program and significant events in the current calendar year; financial condition of NEW AGENCY;
 - 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 NEW AGENCY.

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 NEW AGENCY 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 NEW AGENCY 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 and continuously consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of emergency

services so as to provide maximum and ultimate benefits to the members of the general public. 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 NEW AGENCY 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 approved by 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 NEW AGENCY 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 NEW AGENCY 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%. NEW AGENCY 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. NEW AGENCY 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 chose 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 their annual User Fees, or such other greater amount as the Governing Board may determine; revenues from such risk premium shall be placed in NEW AGENCY 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%. NEW AGENCY 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 NEW AGENCY, 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 SNOPAC as of the Consolidation Effective Date shall be transferred to NEW AGENCY to be placed in a reserve fund or funds at NEW AGENCY.

i. NEW AGENCY 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 NEW AGENCY in 2018.

i. The budget for NEW AGENCY for 2018 shall be adopted substantially as set forth in **Exhibit D**; essentially, the adopted SNOCOM 2018 budget plus the adopted SNOPAC 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 SNOPAC not occurred. Such assessments shall be payable not less frequently than quarterly in accordance with regular practice of SNOCOM and SNOPAC, 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 NEW AGENCY.

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, NEW AGENCY shall not have the power to issue obligations or to incur debt. However, it is anticipated that NEW AGENCY 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 NEW AGENCY in order to provide capital financing for NEW AGENCY 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 NEW AGENCY assets upon dissolution of NEW AGENCY;
- 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 NEW AGENCY.

b. A Principal may alternately elect to convert to Subscriber status effective the first day of the next budget period (whether NEW AGENCY 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.cc hereof may be admitted as a Principal of NEW AGENCY 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 NEW AGENCY for an operating department in addition to a department already served by NEW AGENCY 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 NEW AGENCY's operations. Interconnecting equipment and services necessary to the provision of authorized NEW AGENCY services may be funded through NEW AGENCY's budget and operational programs.

SECTION 16. INVENTORY AND PROPERTY.

Equipment, vehicles and furnishings for NEW AGENCY's operation shall be acquired as provided by law. If any Participating Agency provides equipment or furnishings for NEW AGENCY's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by NEW AGENCY. The Executive Director shall maintain and bi-annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to NEW AGENCY, and the values thereof. In event of dissolution or termination of NEW AGENCY, 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 9-1-1 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 NEW AGENCY's personal or real property, or any other ownership in NEW AGENCY, unless otherwise provided by the Governing Board; provided further that this forfeit of rights shall not apply to personal property on loan to NEW AGENCY 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 NEW AGENCY.

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 Agreement may only be amended in writing after 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 NEW AGENCY 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.

With the exception of the foregoing items that require affirmative approval of the legislative authorities of all Principals, the parties hereto hereby delegate to the Governing Board the authority to amend this Agreement from time to time for the

purposes of carrying out the terms of this Agreement. 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 NEW AGENCY with another entity, or the sale of all or substantially all assets of NEW AGENCY, shall require a Supermajority Vote of the Governing Board.

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION OF NEW AGENCY.

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 NEW AGENCY 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 NEW AGENCY liabilities, shall be distributed to those Principals still participating in the NEW AGENCY 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 NEW AGENCY, assigned or loaned assets shall be returned to the lending entity.

iii. Allocation of Liabilities. In the event outstanding liabilities of the NEW AGENCY 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 NEW AGENCY, 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 NEW AGENCY (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 Manager, 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 NEW AGENCY 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 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 indemnify and hold the NEW AGENCY 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 NEW AGENCY; provided, that if any such Claim is based on the concurrent negligence of NEW AGENCY and Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence

c. As provided in its Articles, the NEW AGENCY shall 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 NEW AGENCY'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; solely by the acts of the NEW AGENCY; provided, that if any such Claim is based on the concurrent negligence of NEW AGENCY and a Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence .

d. The NEW AGENCY 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 NEW AGENCY and performed in the scope of their employment or service to the NEW AGENCY, except to the extent the injuries, losses and/or damages are caused by

the intentional and knowing wrongful acts of any of the NEW AGENCY'S officers, officials, employees or volunteers.

e. Subscribers shall be required to agree to indemnify and hold harmless each Principal and the NEW AGENCY, their officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of Subscribers negligent acts or omissions in connection with the receipt of services from NEW AGENCY. 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 NEW AGENCY, NEW AGENCY 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 NEW AGENCY, 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 NEW AGENCY, 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 NEW AGENCY 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 NEW AGENCY's operations and minimize costs of service delivery.

SECTION 25. NOTICE.

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

President, NEW AGENCY Governing Board
c/o his or her Principal agency's address

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.

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 the NEW AGENCY 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 NEW AGENCY. 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 _____, 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 NEW AGENCY**

To be returned to:

[address]

For Agencies becoming Principals:

The undersigned, as party to the _____ (the "Agreement") and a Principal in NEW AGENCY, hereby confirms that it elects to receive from NEW AGENCY 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 NEW AGENCY. 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.

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

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.

- 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 NEW AGENCY, signed by all 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 staff and one of must be an elected

	official
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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
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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 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.**

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 NEW AGENCY only pays an Assessment for the service so received.

The **Transition Period** is the time period beginning on the date which NEW AGENCY has been legally formed through the beginning of the budget year in which NEW AGENCY 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 E911 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,

revenues from a Subscriber contract for Emergency Communications Services for 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).

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.

- **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 NEW AGENCY.

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 NEW AGENCY

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 NEW AGENCY 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 NEW AGENCY.

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.

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 NEW AGENCY from Snohomish County pursuant to State law.

Calls for Service are defined on Appendix C-1, *provided* that until NEW AGENCY 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 NEW AGENCY **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.

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.

NEW AGENCY 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: NEW AGENCY 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 NEW AGENCY personnel, with the exception of the following:

- a. Any **mutual aid incident** where another NEW AGENCY 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 NEW AGENCY 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 NEW AGENCY 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.

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 SNOPAC, 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.

**Exhibit D
2018 Budget**

(combining the SNOCOM 2018 approved budget, the SNOPAC 2018 approved budget,
plus expenditure authority for transition and contingency)

Exhibit E

2018 Assessments

(based on SNOCOM and SNOPAC adopted 2018 Assessments--list each Agency's assessment, segregating out Police and Fire Assessments)

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, NEW AGENCY 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 Use 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.

CURRENT ILA WITH SNOCOM

**2004 INTERLOCAL COOPERATION AGREEMENT
FOR THE
SOUTHWEST SNOHOMISH COUNTY PUBLIC SAFETY
COMMUNICATIONS AGENCY**

This 2004 Interlocal Cooperation Agreement for the Southwest Snohomish County Public Safety Communications Agency ("Agreement") is entered into by and between all of the municipalities, agencies, and entities listed on Exhibit A attached hereto, and shall be effective on the date on which it has been adopted by the legislative authority of the last of each such municipality, agency, and entity.

RECITALS

WHEREAS, Chapter 39.34, RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, various municipalities, agencies, and entities located within Snohomish County since 1971 have been parties to an Interlocal Cooperation Agreement for Southwest Snohomish County Public Safety Communications Agency, and amendments thereto, aimed at providing consolidated emergency and public safety communications and records to maximize efficiency and effectiveness of service to the public at minimum costs; and

WHEREAS, a need has arisen, as recognized by the Board of Directors of the Southwest Snohomish County Public Safety Communications Agency ("SNOCOM"), and its current Member Agencies, to consolidate, amend, and make more concise all existing agreements relating to SNOCOM; and

WHEREAS, to these objectives these municipalities, agencies, and entities are, or will be, committing themselves by appropriate legislative action;

AGREEMENT

NOW, THEREFORE, BE IT AGREED, upon approval of each of the municipalities, agencies, and entities in accordance with RCW 39.34.030:

1. CONTINUATION OF SNOCOM. SNOCOM is hereby continued in operation so that its current and future Member Agencies can continue to meet their combined needs for public safety communications, records retention and usage, and other approved functions in the most efficient and effective manner.

2. CONTINUATION OF CONTRACTS, RIGHTS, AND DUTIES. All contracts, rights, and duties between SNOCOM and any other persons, organizations, or entities shall continue in effect and shall not be affected by the adoption of this Agreement.

3. PRIOR INTERLOCAL AGREEMENTS SUPERSEDED. This Agreement is intended to supercede and replace all prior interlocal agreements and amendments thereto relating to SNOCOM.

4. MEMBERSHIP. The "Member Agencies" of SNOCOM shall be the municipalities, agencies, and entities listed in Exhibit A, that have approved this Agreement in accordance with RCW 39.34.030, and that have not subsequently withdrawn or been terminated from membership, as well as those municipalities, agencies, and entities that from time to time may be permitted by the Member Agencies to join SNOCOM as Member Agencies and that shall approve this Agreement, and any amendments thereto, in accordance with RCW 39.34.030 and the provisions of this Agreement.

5. PURPOSE. Through this Agreement, the Member Agencies assign to SNOCOM the responsibility and authority for public safety communications, certain records retention and usage, and other approved functions, for the purpose of communications and dispatching for public health and safety services in Southwest Snohomish County.

6. BOARD OF DIRECTORS. SNOCOM shall be governed by a Board of Directors ("Board") composed of Board Members appointed by the legislative bodies of the various Member Agencies to this Agreement. Each Member Agency shall be entitled to the number of Board Members specified in Exhibit A. Each Member Agency shall designate one or more "Alternate Board Member(s)" for its Board Member position(s). Alternate Board Members, whose names shall be filed with SNOCOM, shall act in lieu of the Board Member when the Board Member is not otherwise available to attend meetings. The Alternate Board Member shall have full powers to vote and act as a Board Member at all meetings that the Alternate Board Member attends in lieu of the regular Board Member.

7. VOTING. Unless otherwise provided in this Agreement, decisions of the Board shall be made by majority vote among those Board Members (or Alternate Board Members) then present and voting; provided that a quorum must be present for the Board to take any official action.

8. BOARD OF DIRECTORS POWERS. In furtherance of its purposes, the Board shall have the power to:

- a. acquire, construct, receive, own, manage, lease, and sell real, personal, and intangible property;
- b. operate and maintain SNOCOM's equipment and facilities;
- c. enter into contracts with public and private entities;
- d. employ and terminate personnel, with or without cause, and contract for personnel and services with public and private entities;

- e. defend and pursue legal actions;
- f. establish and collect rates, fees, charges, and collect assessments as determined by this Agreement;
- g. establish policies, guidelines, or regulations to carry out SNOCOM's operations and responsibilities; and
- h. exercise all other powers that are within the statutory authority of, and may be exercised by, its Member Agencies with respect to the public health and safety communications, recordkeeping responsibility and other duties that each Member Agency has assigned to SNOCOM pursuant to this Agreement.

9. BOARD DUTIES.

a. Board Chair/Meetings. The Board, at its February meeting, shall elect a Chair and Vice-Chair from among the Board Members. The Chair will be the presiding officer of the Board and Board meetings. The Vice-Chair will act as the presiding officer in the Chair's absence, unless the Vice-Chair is also absent, in which case the Chair will appoint a Board Member to act as the presiding officer. Should the Chair resign from his or her position during the year, the Vice-Chair will assume the position of Chair, and the Board shall elect a new Vice-Chair. At the February meeting, the Board also shall determine the time and place of its meetings; provided that the Board may, with notice, change its meeting schedule. The Board shall hold at least one regular meeting each quarter, except when the Board in its discretion chooses to meet less frequently.

b. Board Committees. The presiding officer may, as the need exists, create Committees to engage in activities in support of the Board's work. Committees will be composed of Board Members, Alternate Board Members or members of the Technical Advisory Committees (*see* Section 10), as appointed by the presiding officer. Committee members shall serve at the will of the presiding officer.

c. Agency Director. The Board shall appoint a SNOCOM Director, who shall be selected based on his or her technical and administrative competence. The Director shall report to the presiding officer and be responsible to the Board; shall advise the Board, by budget proposals and other appropriate means, with regard to legislative action being considered by the Board; shall administer the program and operations of SNOCOM consistent with policies adopted by the Board; shall be the Board's financial officer, with any disbursements exceeding budgeted amounts to be approved in advance by the Board; and shall perform such additional duties and exercise such additional authority as the Board may, from time to time, assign to or confer upon the Director.

d. Additional Services. The Board shall evaluate and determine the appropriateness of including additional communications, dispatching or other services for Member Agencies and others, when so requested, and shall determine whether and how such services should be provided and the appropriate fees for such services; provided that such fees shall offset all installation and operational costs applicable to such services. Additional services may include, but shall not be limited to, alarms for public and private buildings, communications

and dispatching for public works and public utility operations, and telephone response for local governments during non-business hours. The Board shall not approve additional services that detract from the effectiveness of SNOCOM's emergency and public safety communications services.

e. Operational Enhancements. It shall be the objective of the Board to encourage future additional cooperation among Member Agencies. The Director, with the advice and assistance of the Technical Advisory Committees, shall actively consider and evaluate opportunities that would enhance the operational effectiveness of public health and safety communications, to the benefit of the taxpayers and residents of the areas served. The Director's and/or Technical Advisory Committees' recommendations and proposed actions shall be presented to the Board and, when the Board so recommends, to participating Member Agencies.

f. Personnel Policies. The presiding officer may, as needs require, appoint a Personnel Committee, which shall advise the Board and the Director in the formulation and administration of SNOCOM's personnel policies. The Board shall establish the personnel policies of SNOCOM, and revise them as the Board deems appropriate. Employees may be hired by the Director after selection in a manner approved by the Board.

g. Budget/Member Contribution. The Board shall consider and give approval to SNOCOM's annual budget prior to October 1 of the preceding year; provided that the Board may, by resolution, set a revised deadline as required. The Board shall advise the Member Agencies of the program and objectives of the budget, the financial participation of each Member Agency and the planned use of reserves for the ensuing year. No expenditures outside an approved budget may be made by SNOCOM without express Board approval. Any and all revenues received by SNOCOM shall be placed in accounts approved by the Board.

(1) The allocation of financial participation between Member Agencies shall be determined as follows:

(i) The annual budget shall be split 1/3 to the fire dispatch function and 2/3 to the police dispatch function.

(ii) All Member Agencies participating in the fire dispatch function shall be allocated the cost of that function as follows: the 2004 (and each subsequent year) fixed costs of 46% of the fire dispatch function budget share (1/3 of the total budget) shall be allocated 1/2 based on population for the ensuing year (as determined by the State Census Bureau for the current year and with boundaries to be those existing as of the date of the census approval), and 1/2 of the 46% based on the assessed valuation within each Member Agency's jurisdiction (as certified by the Snohomish County Assessor for the ensuing year); the variable cost which is 54% of the total fire dispatch budget share shall be allocated to Member Agencies based on the number of fire dispatchable calls and referral calls for their jurisdictions during the past year.

(iii) All Member Agencies participating in the police dispatch function shall be allocated the cost of that function as follows: the 2004 (and each subsequent

year) fixed costs of 46% of the police dispatch function budget share (2/3 of the total budget) shall be allocated 1/2 based on population for the ensuing year (as determined by the State Census Bureau for the current year and with boundaries to be those existing as of the date of the census approval), and 1/2 of the 46% based on the assessed valuation within each Member Agency's jurisdiction (as certified by the Snohomish County Assessor for the ensuing year); the variable cost which is 54% of the total police dispatch budget share shall be allocated to Member Agencies based on the number of police dispatchable calls and referral calls for their jurisdiction during the past year.

(2) The Board may increase the required financial contributions of the Member Agencies within a budget year to meet emergency needs or cover extraordinary expenses not anticipated in SNOCOM's approved budget.

(3) From time to time, some form of new service may be available to make all or part of SNOCOM's operation more beneficial to some participating Member Agencies than to others. If this should be the case, and after the Board has approved such an addition or operation, then all Member Agencies participating in the new service shall share in costs of said service based on an assessment formula approved by the Board.

(4) If a new Member Agency joins SNOCOM, the Board shall determine the financial contribution for the new Member Agency from the effective date of membership until the next regular cost allocation among all Member Agencies.

10. TECHNICAL ADVISORY COMMITTEES. Police and Fire Technical Advisory Committees, to be composed of the Police and Fire Chiefs of the Member Agencies, or their designees, shall meet periodically with the Director to assist and advise the Director as to operational and procedural matters. Each Technical Advisory Committees shall select an individual to act as its chair. The chairs shall advise the Board at its regularly scheduled meetings, and otherwise as appropriate, of the needs of the operating departments serviced by SNOCOM.

11. EQUIPMENT. As needed, and in conformance with the approved budget, equipment and furnishings may be acquired by, and title shall rest with, SNOCOM. The Director shall maintain a schedule of such equipment. When preparing the proposed budget for the ensuing year, the Director shall present to the Board any proposed changes to SNOCOM's equipment or furnishings that will require additional financial contributions by the Member Agencies.

12. WITHDRAWAL/DISSOLUTION.

a. Withdrawal. Any Member Agency may withdraw from SNOCOM by giving written notice of no less than twenty-four (24) months (the "Withdrawal Period"). The written notice must contain evidence of approval of the withdrawal by the Member Agency's legislative authority. The withdrawal will be effective on December 31 following the expiration of the Withdrawal Period. Once submitted, a notice of withdrawal may be rescinded only with approval of the Board.

b. Dissolution. SNOCOM will be dissolved effective December 31 of any year in which the Member Agencies unanimously vote for dissolution.

13. DISPOSITION OF PROPERTY AND FUNDS UPON DISSOLUTION. Upon the dissolution of SNOCOM, after payment of all valid costs, expenses, and charges incurred by SNOCOM, the Agency and/or the Board shall disburse all funds held by SNOCOM, as well as any funds derived from the sale of any property, to the then participating Member Agencies in an amount by proportion to the Member Agency's percentage of contribution made during the year of dissolution.

Any Member Agency whose withdrawal from this Agreement has become effective as provided in Section 12(a), or whose termination has become effective as provided in Section 12(c), shall have no right to any portion of SNOCOM's assets by virtue of its participation in SNOCOM prior to the effective date of its withdrawal or termination.

Any Member Agency that, having withdrawn from or been terminated by SNOCOM, is subsequently permitted to renew its membership shall share in any disbursement of assets upon dissolution in the same manner as any other Member Agency.

14. OPERATIONAL INTERCONNECTS. Each Member Agency shall retain the responsibility for and authority over its operational departments, and for such equipment and services as are required at its place of operation to interconnect with SNOCOM's operations. Interconnecting equipment and services may be included in SNOCOM's budget and operational program.

15. INSURANCE. SNOCOM shall maintain, and shall include in its budget provision for, liability and casualty insurance policies as the Board shall determine appropriate. This obligation may be accomplished by participation in an insurance pool established in accordance with the laws of the State of Washington.

16. INDEMNIFICATION/SURVIVAL OF INDEMNITY. The Member Agencies and any former Member Agencies shall share in any excess liability of SNOCOM for claims, losses, or liabilities that arose during a budget year on the same percentage basis as their relative financial participation in SNOCOM for that budget year, as determined in Section 9(g) above. "Excess liability" shall refer to liability incurred by SNOCOM, as determined by judgment or approved settlement agreement, that is in excess of applicable insurance coverage. Whether or not a claim, loss, or liability arose during a particular budget year shall be determined by the date on which the incident or incidents occurred that gave rise to such liability. A Member Agency that withdraws from SNOCOM shall by its participation in any budget year be obligated to share in any excess liability arising during that budget year as stated herein.

17. RECORDS ACCESS. SNOCOM shall be responsible for ensuring that its use of confidential information complies with all applicable laws. SNOCOM shall establish rules and regulations governing access to and security for the data communications network and for any confidential information it receives. Such rules and regulations shall be consistent with the applicable laws governing confidentiality and authorized uses of such records.

18. FILING. Prior to its entry in force, this Agreement shall be filed with the Snohomish County Auditor, as required by RCW 39.34.040, and with the City Clerks or other appropriate office of any Member Agency.

19. VALIDITY. If any provision of this Agreement is determined to be invalid or unenforceable, all of the other provisions shall remain valid and enforceable notwithstanding, unless the provision found to be unenforceable is of such material effect that this Agreement cannot be performed in accordance with the intent of the Member Agencies in the absence thereof.

20. AUTHORITY. This Agreement shall be executed on behalf of each Member Agency by its authorized representative, pursuant to appropriate legislative action by such Member Agency. It shall be deemed adopted upon the date of execution by the last so authorized representative.

21. AMENDMENTS. This Agreement, and any exhibits to it, may be amended by written agreement approved by appropriate legislative action by all participating Member Agencies.

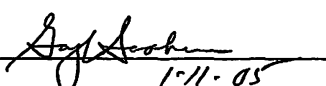
22. WAIVER. Nothing herein shall be deemed to waive the immunities established pursuant to RCW 38.52.180 *et seq.* or to create third party rights or liabilities.

THIS AGREEMENT is approved and entered into by the undersigned local government units:

CITY OF BRIER, WASHINGTON

By 
Date 2-4-05

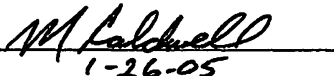
CITY OF EDMONDS, WASHINGTON

By 
Date 1-11-05

CITY OF LYNNWOOD, WASHINGTON

By 
Date 3-18-05

CITY OF MILL CREEK, WASHINGTON

By 
Date 1-26-05

CITY OF MOUNTLAKE TERRACE, WASHINGTON

By *Connie L. Fusler*
Date *1/10/05*

CITY OF MUKILTEO, WASHINGTON

By *Donald L. Demich*
Date *2-24-05*

TOWN OF WOODWAY, WASHINGTON

By *Cara A. Nichols*
Date *2/23/05*

Exhibit A

The following municipalities, agencies, and entities are Member Agencies of SNOCOM, and are entitled to appoint the number of Board Members identified below:

Entity	Number of Board Members
City of Brier	1
City of Edmonds	2
City of Lynnwood	2
City of Mill Creek	1
City of Mountlake Terrace	2
City of Mukilteo	1
Town of Woodway	1

As provided in Paragraph 21 of the Agreement, this Exhibit may be amended by written agreement approved by all Member Agencies.

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR THE
SOUTHWEST SNOHOMISH COUNTY PUBLIC SAFETY COMMUNICATIONS AGENCY

This is an Amendment to the 2004 Interlocal Cooperation Agreement for the Southwest Snohomish County Public Safety Communications Agency (the "Agreement").

WHEREAS, at their regular meeting of July 22, 2010, the Board of Directors for Southwest Snohomish County Public Safety Communications Agency ("SNOCOM"), approved a motion to restore Snohomish County Fire District No. 1, as a SNOCOM Member Agency; and

WHEREAS, in accordance with Paragraph 21 of the Agreement, SNOCOM desires to include Snohomish County Fire District No. 1, as specified in Exhibit A, attached hereto.

NOW, THEREFORE BE IT AGREED, pursuant to the appropriate resolution or ordinance of each local government, this Amendment shall be effective on the last date on which it has been adopted, approved and executed by the authorized representative of each municipality, agency, and entity listed on Exhibit A.

CITY OF BRIER, WASHINGTON

By Bob Colombo
Date 9-10-10

CITY OF EDMONDS, WASHINGTON

By Mike Cooper
Date 9/7/10

CITY OF LYNNWOOD, WASHINGTON

By Don Angus
Date 9-1-10

CITY OF MILL CREEK, WASHINGTON

By Bill Beese
Date 9/17/2010

CITY OF MOUNTLAKE TERRACE,
WASHINGTON

By John J. Cuneo
Date 9-21-2010

CITY OF MUKILTEO, WASHINGTON

By Joe Marino
Date 9/8/10

TOWN OF WOODWAY, WASHINGTON

By Carl A. Nichols
Date Aug. 2, 2010

Exhibit A

The following municipalities, agencies, and entities are Member Agencies of SNOCOM, and are entitled to appoint the number of Board Members identified below:

Entity	Number of Board Members
City of Brier	1
City of Edmonds	2
City of Lynnwood	2
City of Mill Creek	1
City of Mountlake Terrace	2
City of Mukilteo	1
Town of Woodway	1
Snohomish County Fire District 1	1

As provided in Paragraph 21 of the Agreement, this Exhibit may be amended by written agreement approved by all Member Agencies.

NEW AGENCY MEMBERSHIP STRUCTURE

Draft

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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>

NEW AGENCY BOARD STRUCTURE

Draft

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

Police Service Providers –10 seats

	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%	

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

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

	Fire Service Providers, by population served --excl. Bothell All these agencies could chose to become either Principals or Subscribers	Based on 2016 OFM Pop.	%	Caucuses based on share of total population served: <i>Large (14%+)</i> <i>Medium (>3% <14%)</i> <i>Small (3% or less)</i>
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.

NEW AGENCY ASSESSMENT FORMULA DIAGRAM

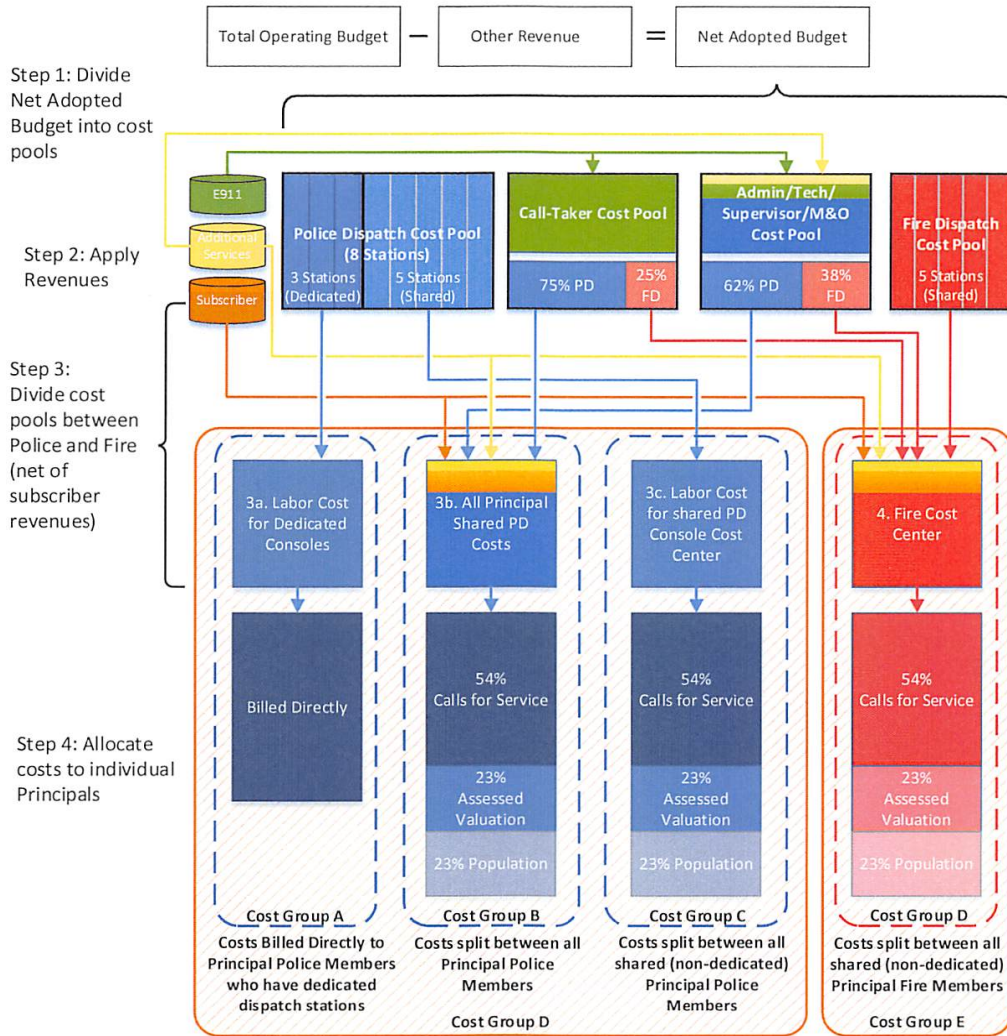
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Attachment G: Diagram of Principals' Assessment Formula

[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

[]
ARTICLES OF CONSOLIDATION
CONSOLIDATION DATE [JANUARY 1,] 2018

**ARTICLES OF CONSOLIDATION
OF**

[_____]

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”)) 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 _____, 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 _____, 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 the [_____] (“[NEW AGENCY]”). The principal place of business of this corporation shall be _____, subject to change by the Governing Board (as defined below).

Article II: Duration

[NEW AGENCY] shall have perpetual existence.

Article III: Registered Office and Agent

The name and address of the initial registered agent of the [NEW AGENCY] is:

_____.

Article IV: Purposes and Powers

Section 1. Purposes. The purpose for which [NEW AGENCY] 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 [NEW AGENCY] 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"). [NEW AGENCY] shall engage in all such activities as are incidental or conducive to the attainment of the objectives of [NEW AGENCY], 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 or in the [NEW AGENCY] Bylaws or in the Interlocal Agreement, [NEW AGENCY] 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 [NEW AGENCY]'s purposes.

Section 4. Limitation of Power. Notwithstanding any of the provisions of these Articles, [NEW AGENCY] 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 [NEW AGENCY] 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 [NEW AGENCY] 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 [NEW AGENCY] 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. [NEW AGENCY] 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 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 [NEW AGENCY], nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of [NEW AGENCY] or the winding up of its affairs. Upon dissolution of [NEW AGENCY], after paying,

satisfying, and discharging, or making adequate provision therefor, of all liabilities and obligations of [NEW AGENCY] and after returning, transferring, or conveying assets held by [NEW AGENCY] requiring return, transfer, or conveyance on condition of the dissolution, all remaining assets of [NEW AGENCY] 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 [NEW AGENCY] must be municipal corporations or other governmental agencies or instrumentalities serving the area described in the Interlocal Agreement. As used in these Articles, 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 [NEW AGENCY]

[NEW AGENCY] 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 [NEW AGENCY] and the “Governing Board” shall serve as the “board of directors” of [NEW AGENCY] 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 [NEW AGENCY] during its start-up period. The names and addresses of the members of the Transition Board are as follows:

Article IX: Officers

Officer of the Governing Board of [NEW AGENCY] (“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:

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 [NEW AGENCY] may not be personally liable to [NEW AGENCY] 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 Washington Nonprofit Miscellaneous and Mutual Corporations Act is hereafter amended to expand or increase the power of [NEW AGENCY] to eliminate or limit the personal liability of directors, then without any further requirement of action by the directors of [NEW AGENCY], 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

[NEW AGENCY] shall indemnify any director and officer of [NEW AGENCY] 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 [NEW AGENCY] 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, [NEW AGENCY] 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 [NEW AGENCY].

The Governing Board of [NEW AGENCY] 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 [NEW AGENCY], a vote of the Governing Board of [NEW AGENCY], 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 [NEW AGENCY] shall be consistent with the terms of the Interlocal Agreement, the Washington Nonprofit Miscellaneous and Mutual Corporations Act, the Interlocal Cooperation 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 [NEW AGENCY] to lose its exemption from federal income taxation.

Article XII: Bylaws

Bylaws of [NEW AGENCY] 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.

Article XIII: Conflicts

In the case of any conflict between any of these Articles and the Bylaws, 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 [NEW AGENCY] 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]

The name and address of the incorporator representing SNOCOM is:
[name and address]

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

_____, Incorporator

_____, Incorporator

Exhibit A
Plan of Consolidation

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

CONSENT TO SERVE AS REGISTERED AGENT

I, _____, am the current _____ of _____ and hereby consent to serve as Registered Agent, in the State of Washington, for the following:

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: _____

Title: _____

Address: _____

**Mill Creek City Council
September 12, 2017**

<u>COMPARISON OF SNOCOM and New SNOPAC Entity</u>		
Topic	2004 SnoCom	New Consolidated Entity
Consolidation Fundamentals		
Organizational Format	<ul style="list-style-type: none"> ▶ RCW 36.34 ILCA entity ▶ 8 members ▶ Direct participation ▶ 9 page ILA 	<ul style="list-style-type: none"> ▶ RCW 24.06 nonprofit ▶ 50 members ▶ Represent'l participation ▶ 50 page ILA
Participation Options Going Forward		<ul style="list-style-type: none"> ▶ Join as Principal or Single Service Principal ▶ Associate Agencies (contract with new agency but w/o membership) ▶ Contract directly w/ other providers
Consolidated Services & Operations		<ul style="list-style-type: none"> ▶ Countywide 911 + other dispatch/response to participants ▶ All current employees transfer ▶ All work at SnoPac facility ▶ Continue all programs of both agencies as fee-based options (e.g. laptop) ▶ Discontinue SnoCom enhanced police records services ▶ Future Ancillary Services
Transition Plan		<ul style="list-style-type: none"> ▶ 2018: Continue ops at both locations; Remodel SnoPac ▶ 2019: All ops @ SnoPac ▶ Backup @ SnoCom
Anticipated Benefits of Consolidation		<ul style="list-style-type: none"> ▶ End 40-50,000/yr call transfers ▶ Less staff via attrition ▶ Est. \$1 million annual savings @ 3 yrs ▶ Existing SnoPac facility size works for 10+ yrs ▶ Common computer system ▶ Old SnoCom facility as backup

Topic	2004 SnoCom	New Consolidated Entity
Detailed Comparison		
Effective Date & Term	<ul style="list-style-type: none"> ▶ 2004 ▶ Open ended 	<ul style="list-style-type: none"> ▶ 1.1.2018 ▶ Initial 6 year mandatory term (no withdrawal) ▶ Then open ended, with 18 month withdrawal notice
Governance	<ul style="list-style-type: none"> ▶ 11-member Board ▶ Action by majority vote of quorum present 	<ul style="list-style-type: none"> ▶ 15 member Board (10 police; 5 fire) + 1 nonvoting ▶ Majority + Supermajority votes
Supermajority Vote	<ul style="list-style-type: none"> ▶ Dissolution requires unanimous vote 	<ul style="list-style-type: none"> ▶ Major decisions (Amend ILA, assessments and formula, bylaws; Add principals; Exceed budget; \$500,000+ acquisitions; Dissolve, merge, consolidate; Acquire SERS) ▶ 70% of quorum present + 1 Fire member
City Status	<ul style="list-style-type: none"> ▶ 1 member ▶ 1 Board position 	<ul style="list-style-type: none"> ▶ Single Service Principal ▶ Caucus 4 (18%; 8 cities; 3 Brd seats: 1 op'l staff; 1 elected) ▶ Plus 1 nonvoting member
Board Powers & Authority	<ul style="list-style-type: none"> ▶ Manage & operate ▶ Buy, sell, contract ▶ Set annual budget ▶ Appoint Director; Employ staff ▶ Take legal actions ▶ Set & collect fees/costs ▶ Set policy & regulations ▶ Exercise statutory authority 	<ul style="list-style-type: none"> ▶ All management and operations functions
Budget	<ul style="list-style-type: none"> ▶ 1/3 Fire; 2/3 Police 	
Annual Funding Cost		<ul style="list-style-type: none"> ▶ 2018: No change from SnoCom ▶ 2019 on: New formula ▶ Fee-based Additional Services
Funding Formula	<ul style="list-style-type: none"> ▶ Population / AV / Calls 	<ul style="list-style-type: none"> ▶ Combine portions old formulas ▶ "Cost allocation that reflects workload and cost of member"
Insurance	<ul style="list-style-type: none"> ▶ Yes 	<ul style="list-style-type: none"> ▶ Yes

Indemnity	▶ Yes ▶ Contractual ▶ Member prop'l share of uncovered loss	▶ Yes ▶ Director + Corporate + RCW
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Other Information

- ▶ City Attorney Info Call 9.18 @ 9:00-11:00
- ▶ Joinder Mechanism: Ordinance/Resolution approving entry and authorizing City Manager to execute ILA + Arts. of Inc.
- ▶
- ▶
- ▶
- ▶
- ▶
- ▶
- ▶



Date: September 12, 2017

A/P Check Batches		
Dated	Check Numbers	Amount
08/16/2017	57330-57394	\$166,474.54
08/18/2017	Union 76 Fleet-July	\$3,667.58
08/18/2017	ACH-CPSM	\$18,540.00
08/28/2017	EFT Debit-DOR Sales Tax	\$1,136.97
08/29/2017	57395-57451	\$187,194.86
Total		\$377,013.95

Voided Checks	
Numbers	Explanation

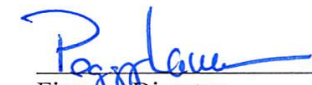
CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 57330 through 57451, and ACH in the amount of \$377,013.95.

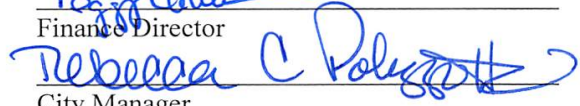
We recommend approval of the above stated amount with the following exceptions:

Councilmember

Councilmember



Finance Director



City Manager

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Accounts Payable

Checks by Date - Detail by Check Date

User: Jodieg
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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
57330	ADPLLC	ADP, LLC	08/16/2017		
	496305939	Payroll Processing Chgs-Workforce Now 06/30			389.52
	497490172	Payroll Processing Chgs 07/15			397.30
	497842881	Payroll Processing Chgs 07/20-Special Payroll			101.65
Total for Check Number 57330:				0.00	888.47
57331	AFSCME July	WSCCCE, AFSCME, AFL-CIO Union Dues-AFSCME-July	08/16/2017		1,226.37
Total for Check Number 57331:				0.00	1,226.37
57332	ALDWTR	Alderwood Water District	08/16/2017		
	00320003-01	Seattle Hill Rd I/R 05/19/2017-07/25/2017			75.72
	01100176-01	Median 4 & 5 I/R 05/19/2017-07/25/2017			333.14
	01300169-01	1901 Mill Fern Dr SE I/R Median #2 05/19/2017			231.91
	01550006-01	16011 28th Dr SE I/R 05/19/2017-07/25/2017			68.49
	02170002-01	Seattle Hill Rd I/R 05/19/2017-07/25/2017			68.49
	02460002-01	155 Village Grn Dr I/R 05/19/2017-07/25/2017			528.15
	02470001-01	155 Vlg Grn Dr/Heron Pk 05/19/2017-07/25/2017			191.97
	03050003-01	15933 29th Dr SE I/R 05/19/2017-07/25/2017			123.92
	03095000-01	16220 27th Dr SE I/R 05/19/2017-07/25/2017			68.49
	03805002-01	16217 27th Dr SE I/R 05/19/2017-07/25/2017			68.49
	03865000-01	16205 25th Dr SE I/R 05/19/2017-07/25/2017			44.96
	04900159-01	Seattle Hill Rd I/R 05/19/2017-07/25/2017			68.49
	05400166-01	Median Number 6 I/R 05/19/2017-07/25/2017			131.81
	05590004-02	15720 Mill Creek Blvd D/C 05/23/2017-07/25/2017			14.32
	05600177-03	15720 Main Street 05/23/2017-07/25/2017			634.23
	05700181-01	15728 Main St I/R 05/23/2017-07/25/2017			531.67
	05702001-01	15728 Main St D/C 05/23/2017-07/25/2017			14.32
	05705005-01	15728 Main Street 05/23/2017-07/25/2017			417.33
	06900173-02	1300 156th Pl SE I/R 05/19/2017-07/25/2017			35.32
	07850004-01	16101 Highland Blvd/Restr 05/19/2017-07/25/2017			182.33
	07855001-01	16101 28th Dr SE I/R 05/19/2017-07/25/2017			-989.27
	07895001-01	16021 28th Dr SE I/R 05/19/2017-07/25/2017			68.49
	07900155-01	Seattle Hill Rd I/R 05/19/2017-07/25/2017			68.49
	08000152-01	Seattle Hill Rd I/R 05/19/2017-07/25/2017			68.49
	08300050-01	3310 157th Pl SE I/R 05/19/2017-07/25/2017			1,495.78
	08800024-01	Seattle Hill Rd I/R 05/19/2017-07/25/2017			68.49
	08900020-01	Seattle Hill Rd I/R 05/19/2017-07/25/2017			68.49
	09000017-01	Seattle Hill Rd I/R 05/19/2017-07/25/2017			68.49
	09080000-01	14600 Mill Creek Blvd I/R 05/23/2017-07/25/2017			30.50
	09100016-01	Seattle Hill Rd I/R 05/19/2017-07/25/2017			68.49
	13233000-01	15200 Mill Creek Blvd I/R 05/23/2017-07/25/2017			30.50
	25703000-01	14725 32nd Dr SE I/R 05/23/2017-07/25/2017			404.58
	26070000-01	15803 32nd Ave SE 05/19/2017-07/25/2017			182.33
	26467000-01	1900 164th St SE 05/19/2017-07/25/2017			68.49
	26468000-01	1900 164th St SE I/R 05/19/2017-07/25/2017			184.22
	33254000-01	14725 32nd Dr SE 05/23/2017-07/25/2017			182.33

AGENDA ITEM #C.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	34493000-01	15720 Main St I/R 05/19/2017-07/25/2017			191.40
			Total for Check Number 57332:	0.00	8,072.38
57333	ALLBATRY 800-10024006	All Battery Sales & Service Post Cleaner, EZ Red Hydrometer-PW Shop Sup	08/16/2017		14.79
			Total for Check Number 57333:	0.00	14.79
57334	BENEAD 1707515	Benefit Administration Co, LLC Section 125 Flexible Benefits Plan-July	08/16/2017		112.00
			Total for Check Number 57334:	0.00	112.00
57335	BHCCONS 0009052	BHC Consultants, LLC Bldg Insp & Plan Review Services Through 07/2	08/16/2017		7,586.40
			Total for Check Number 57335:	0.00	7,586.40
57336	CARLSONJ 6562	Jessica Carlson Adventures in Art-Anime Adventures art Camp C	08/16/2017		1,092.00
			Total for Check Number 57336:	0.00	1,092.00
57337	CBRDDYN 1225	cBoard Dynamic Displays Systems Use & Service Aug-Nov-Lobby Info Sc	08/16/2017		200.00
			Total for Check Number 57337:	0.00	200.00
57338	CIBELLV1 32168	City of Bellevue MBP Surcharge, Qtr 2, 2017	08/16/2017		2,031.75
			Total for Check Number 57338:	0.00	2,031.75
57339	CIEDMOND RGG-170052	City of Edmonds Domestic Violence Coordinator - August	08/16/2017		954.90
			Total for Check Number 57339:	0.00	954.90
57340	CITYLYN 13298	City of Lynnwood Jail Room & Board - June	08/16/2017		482.50
			Total for Check Number 57340:	0.00	482.50
57341	CODPUBCO 57183	Code Publishing Company MC Municipal Code-Web Hosting 08/17-08/18	08/16/2017		350.00
			Total for Check Number 57341:	0.00	350.00
57342	COLATHSL 6606 6608 6633	Columbia Athletic Club- Silver Lake Junior Tennis Camp: 5-7 Years 08/07-08/10 #666 Junior Tennis Camp: 8-12 Years #6608 Tennis for Adult Beginners: Tues & Thur 08/08-	08/16/2017		246.40 677.25 166.60
			Total for Check Number 57342:	0.00	1,090.25
57343	COMCAST 0457011 0724345	Comcast High Speed Internet Fee 08/18-09/17 Internet for ITS 08/14-09/13	08/16/2017		191.40 106.40
			Total for Check Number 57343:	0.00	297.80
57344	DAGNAS	Dagna Sally	08/16/2017		

AGENDA ITEM #C.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	Reimb Exp	Reimb Expenses-MC Citizens Academy/MC Fes			153.00
			Total for Check Number 57344:	0.00	153.00
57345	ECITYHAR WO #23365	Emerald City Harley-Davidson Replaced Engine w/ Long Block & 2 Tires-Moto	08/16/2017		8,771.74
			Total for Check Number 57345:	0.00	8,771.74
57346	ELLITIRE 079175 079217 079260 079330 079363	Elliott Tire & Service Inc LOF-Car#43 LOF, Tune-Up, General Maint-SW P/U Vehicle Inspection-Bldg Truck New Wheel/Tire-Car#38 4 Tires & Alignment-Car#38	08/16/2017		58.45 1,481.47 108.09 488.23 876.26
			Total for Check Number 57346:	0.00	3,012.50
57347	FELDMAJ July 2017	Feldman & Lee, P.S. Public Defender Contract Flat Fee - July	08/16/2017		8,750.00
			Total for Check Number 57347:	0.00	8,750.00
57348	HORIZON 2M061290	Horizon Turfgro Fertilizer Buffalo Park	08/16/2017		21.59
			Total for Check Number 57348:	0.00	21.59
57349	HRSUSA 001251 070940	Capital One Commercial Binders/Scotch Tape/Ink Pens-General Office Su Supplies-Wellness & Recognition BBQ	08/16/2017		79.84 109.19
			Total for Check Number 57349:	0.00	189.03
57350	INTEGRA 14796094	Allstream T-1 Monthly Fee - August	08/16/2017		634.81
			Total for Check Number 57350:	0.00	634.81
57351	INTSTBAT 1905701040490	Interstate All Battery Center 2-9V ALK Procell 12 Pack Battery-SR 527 Med	08/16/2017		48.97
			Total for Check Number 57351:	0.00	48.97
57352	KCDA 300182662 300182662A 300182662B	KCDA Purchasing Cooperative Office Supplies-Passports 6 x 9 Envelopes-PD Records 3 Hole Punch-PW Director	08/16/2017		70.31 24.83 18.83
			Total for Check Number 57352:	0.00	113.97
57353	KPFFCON 134930	KPFF Consulting Engineers Prof Serv 35th Ave Recon Proj 05/27-06/30	08/16/2017		2,750.36
			Total for Check Number 57353:	0.00	2,750.36
57354	KROESENS 45813 45814 45817 45988	Kroesen's Uniform Company Blstc Vest-T Eikenberry Blstc Vest-R Feiock 2 Badges Oval/Flat, Hat Badge-S Larose Blstc Vest-B Phillips	08/16/2017		957.87 957.87 418.97 898.66

AGENDA ITEM #C.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 57354:	0.00	3,233.37
57355	LDEDEGM 6497 6500 6503	Leading Edge Gymnastic Academy Inc Gymnastics-Toddle Time 07/12-08/09 #6497 Gymnastics-Preschool 07/12-08/09 #6500 Gymnastics-Youth 07/12-08/09 #6503	08/16/2017		224.00 344.00 180.00
			Total for Check Number 57355:	0.00	748.00
57356	MAYBERM 6545 6547 6549	Mitch Mayberry Tiny Tiger Martial Arts (Summer) 06/23-08/11 Tiger Martial Arts: Beginner (Summer) 06/23-08 Tiger Martial Arts: Colored (Summer) 06/23-08/	08/16/2017		731.50 266.00 266.00
			Total for Check Number 57356:	0.00	1,263.50
57357	MDSCIENC 6573	Mad Science Mad Science: Crazy Chemworks 08/07-08/11 #6	08/16/2017		2,158.00
			Total for Check Number 57357:	0.00	2,158.00
57358	NELSONM 6491 6492	Melissa Nelson Music for Preschool-Summer 07/07-07/28 #6491 Music for Preschool-Summer 07/07-07/28 #6492	08/16/2017		546.00 473.20
			Total for Check Number 57358:	0.00	1,019.20
57359	PACLAB PacLab	PacLab Blood Draw Fee 07/10	08/16/2017		158.70
			Total for Check Number 57359:	0.00	158.70
57360	PERTEET 20160281.001-1 20160281.001-2	Perteet Inc Prof Serv Mill Creek Storm Pipe Video Review- Prof Serv Mill Creek Storm Pipe Video Review-	08/16/2017		3,300.00 1,500.00
			Total for Check Number 57360:	0.00	4,800.00
57361	PRYTHSP 530043	Protect Youth Sports Background Check-Intern Hannah Long	08/16/2017		8.95
			Total for Check Number 57361:	0.00	8.95
57362	QUACKTUN 08/02	Quacker Tunes Inc Children's Concert Series 08/02	08/16/2017		500.00
			Total for Check Number 57362:	0.00	500.00
57363	RKSOLID 6556	Rock Solid Learning,LLC Science & Nature Day Camp 07/31-08/03 #6556	08/16/2017		833.00
			Total for Check Number 57363:	0.00	833.00
57364	SERKING Claim #VA046731 R/O #2602657	Service King #224 Mill Creek Body Repairs - Car #44 Body Repairs - Car #40	08/16/2017		5,774.03 1,870.57
			Total for Check Number 57364:	0.00	7,644.60
57365	SHERWILL 0525-1 0525-1A	The Sherwin-Williams Co Paint & Supplies "Fire Lane"-Red Paint & Supplies "Fire Lane"-Red	08/16/2017		107.78 107.78

AP Checks by Date - Detail by Check Date (9/7/2017 9:32 AM)

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AGENDA ITEM #C.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	9815-5	Hoses-Paint Sprayer Repair			209.57
			Total for Check Number 57365:	0.00	425.13
57366	SHI B06856561	SHI International Corp Quest Rapid Recovery/5 Yr.Support/2 TB Lic U	08/16/2017		22,431.14
			Total for Check Number 57366:	0.00	22,431.14
57367	SHORTCR 493392	Short Cressman & Burgess PLLC Prof Legal Services-Engr-June	08/16/2017		4,415.04
			Total for Check Number 57367:	0.00	4,415.04
57368	SNDPUBIN EDH769636	Sound Publishing Inc Notice of Application-Canyon Creek Church PL	08/16/2017		63.64
			Total for Check Number 57368:	0.00	63.64
57369	SNOCOC 2017-3843	Snohomish County Corrections Jail Service Fee - June	08/16/2017		8,883.45
			Total for Check Number 57369:	0.00	8,883.45
57370	SNOCODEM 1000436575	Sno Co Department of Emergency Manage 2017 Emergency Services - 2nd Qtr	08/16/2017		5,876.39
			Total for Check Number 57370:	0.00	5,876.39
57371	SNOCOPW 1000447143 1000447144 1000447145 1000447145A 1000447145B 1000447145C 1000447145D	Snohomish County Public Works RR7797-Aid Agreement-Vactor-North Pointe Pa RR6138-Overlay Program-June RR7553-Mill Crk Rd & Village G-June RR7554-164th SE & 9th SE-June RR7571-Mill Crk Rd & Sea-Hill-June RR7864-Dumas @ No Crk Dr-June RR7869-Mill Crk Blvd @ Main-June	08/16/2017		402.00 7,776.61 170.89 227.84 170.89 1,507.11 227.86
			Total for Check Number 57371:	0.00	10,483.20
57372	SNOCPU 2001-0143-4 2001-5445-8 2007-4359-9 2013-5396-8 2013-6774-5 2016-6351-5 2016-6928-0 2017-5296-1 2017-8113-5 2018-9805-3 2022-3010-8 2024-6104-2 2025-7077-6 2026-2439-1 2027-6793-5 2029-0994-1 2029-5905-2 2030-2812-1 2032-5163-2 2033-4808-1 2033-8815-2	PUD No. 1 of Snohomish County Speed Radar Sign 07/11-08/08 2720 Seattle Hill Rd 07/11-08/08 Street Lights 190 Lights-200W 07/01-07/31 15728 Main St 07/07-08/04 902 164th St SE 07/06-08/03 14600 16th Ave SE 07/04-08/02 Highlands Park 06/27-07/26 Library Park 07/07-08/04 2701 155th St SE 06/28-07/27 1700 Mill Creek Rd 06/24-07/24 1900 164th st SE 07/11-08/08 15803 32nd Ave SE 07/11-08/08 Street Lights 88 Lights-240W 07/01-07/31 Street Lights 842 Lights-100W 07/01-07/31 Street Lights 21 Lights-400W 07/01-07/31 Street Lights 6 Lights-150W 07/01-07/31 4842 SAC 07/07-08/04 4560 SAC Snohomish 07/04-08/02 15510 Village Green Dr 06/28-07/27 148th + 35th Signal 07/11-08/08 15429 Bothell Everett Hwy 07/07-08/04	08/16/2017		15.66 15.66 1,711.90 1,714.32 34.45 16.20 22.95 17.05 28.39 83.46 20.71 22.49 934.56 5,910.84 306.81 28.20 58.13 35.96 16.20 53.68 20.35

AGENDA ITEM #C.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	2047-1752-4	Street Lights 8 Lights-200W 07/01-07/31			46.40
	2047-1753-2	Street Lights 38 Lights-250W 07/01-07/31			277.78
	2047-1754-0	Street Lights 39 Lights-400W 07/01-07/31			429.39
	2050-8723-2	Street Lights 17 Lights-100W 07/01-07/31			51.51
	2054-9532-8	Street Lights-49 Lights-20W 07/01-07/31			16.66
	2203-1739-0	Street Lights 1 Light-240W 07/01-07/31			7.73
	2206-1241-0	15601 22nd Ct SE 06/28-07/27			17.34
	2207-6351-0	13332 44th Ave SE 07/01-08/02			29.50
	2212-9311-1	Street Lights 6 Light-160W 07/01-07/31			5.04
			Total for Check Number 57372:	0.00	11,949.32
57373	STAND 600156-0001	Standard Ins. Company RA Life, AD & D & LTD Prem.-MEBT-ER Paid-At	08/16/2017		3,881.67
			Total for Check Number 57373:	0.00	3,881.67
57374	STAND2 600156-0002	Standard Ins. Company RA Survivor Prem. MEBT-ER Paid-Aug	08/16/2017		1,806.39
			Total for Check Number 57374:	0.00	1,806.39
57375	STAPLEAD 8045210409	Staples Advantage General Office Supplies-Copy Paper	08/16/2017		971.17
			Total for Check Number 57375:	0.00	971.17
57376	STARDMSV 0117063-IN 0117063-INA 0117063-INB	Stardom Services Inc Janitorial Services-July-City Hall North Janitorial Services-July-City Hall South Janitorial Services-July-Partial Carpet Cleaning	08/16/2017		1,184.13 995.00 650.00
			Total for Check Number 57376:	0.00	2,829.13
57377	STERICYC 3003936659	Stericycle Inc Biomedical Waste Services - Monthly Fee	08/16/2017		10.36
			Total for Check Number 57377:	0.00	10.36
57378	STOWE INV#000008	Stowe Development & Strategies, LLC Fire Contract Negotiations -July Retainer	08/16/2017		4,500.00
			Total for Check Number 57378:	0.00	4,500.00
57379	TRANSUN 07711210	Trans Union LLC Basic Service Monthly Fee-Credit Checks 06/26	08/16/2017		27.60
			Total for Check Number 57379:	0.00	27.60
57380	ULINE 89265589	Uline Bins-Organizing Storage Room	08/16/2017		251.76
			Total for Check Number 57380:	0.00	251.76
57381	UPS 00009X8014297 00009X8014297A	United Parcel Service UPS Charges-WSP UPS Charges-AWC	08/16/2017		9.91 9.26
			Total for Check Number 57381:	0.00	19.17
57382	USBANK XXXXXXXX139	US Bank NA - Custody Investment Custody Charges 07/01-07/31	08/16/2017		38.00

AGENDA ITEM #C.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 57382:	0.00	38.00
57383	USIC 247895 247895A	USIC Locating Services, LLC 253 NC Locates/134 Ticket Locates 253 NC Locates/134 Ticket Locates	08/16/2017		1,551.05 1,551.05
			Total for Check Number 57383:	0.00	3,102.10
57384	UULC 7070162 7070162A	Utilities Underground Location Center On Call Location Service - 145 Locates On Call Location Service - 145 Locates	08/16/2017		93.53 93.52
			Total for Check Number 57384:	0.00	187.05
57385	VERIZON 9789582606	Verizon Wireless Access & Usage Chgs 06/21-07/20-City Cell Ph	08/16/2017		1,979.25
			Total for Check Number 57385:	0.00	1,979.25
57386	WABO 34125	Washington Assoc of Bldg off WABO Spring Qtr-Business Meeting-T Nordtve	08/16/2017		60.00
			Total for Check Number 57386:	0.00	60.00
57387	WACA 98	WA Animal Control Association 2017 Annual WACA Dues-L Pigott	08/16/2017		35.00
			Total for Check Number 57387:	0.00	35.00
57388	WASTPAT 118000678	Washington State Patrol Background Checks - July	08/16/2017		36.00
			Total for Check Number 57388:	0.00	36.00
57389	WAVEDIV 02900531	WaveDivision Holdings, LLC Fiber Lease-15728 Main St-3000 Rockefeller Av	08/16/2017		657.78
			Total for Check Number 57389:	0.00	657.78
57390	WDHRBNGI 1242947	Wood Harbinger Prof Engr Serv City Hall North HVAC Through	08/16/2017		544.75
			Total for Check Number 57390:	0.00	544.75
57391	WKRPNP Retainage	Workpointe 5% Retainage-Free Style Lockers-PD Remodel	08/16/2017		3,086.49
			Total for Check Number 57391:	0.00	3,086.49
57392	WMCA 2017 WMCA Dues	WMCA c/o Gina Anderson WMCA Membership Dues-G Pfister	08/16/2017		75.00
			Total for Check Number 57392:	0.00	75.00
57393	WSCJTC 201128728	Wa State Criminal Justice Training Commis BLEA Class-T Eikenberry & R Feiock 07/11-11/	08/16/2017		6,374.00
			Total for Check Number 57393:	0.00	6,374.00
57394	WWGRAIN 9512228181	W.W. Grainger, Inc. HVAC Filters/Fuses-City Hall North	08/16/2017		261.66

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 57394:	0.00	261.66
			Total for 8/16/2017:	0.00	166,474.54
57395	ADPLLC 498164045	ADP, LLC Payroll Processing Chgs 07/31, 08/01	08/29/2017		632.60
			Total for Check Number 57395:	0.00	632.60
57396	APPDANST 6622	Applause Studio Inc Theater Production Camp (4 Days) 08/14-08/17	08/29/2017		1,000.00
			Total for Check Number 57396:	0.00	1,000.00
57397	BANKCARI	Bank of America	08/29/2017		
	1	Wood, Chain, Chalkboard Paint, Pack of Roller's			78.07
	10	Lodging 07/16-07/20-WSSO Conf-M Schuerme:			418.85
	11	Fuel-Advanced Motor Training			9.95
	12	Bags of Ice-Advanced Motor Training-T Bittiger			38.70
	13	Lunch-Advanced Motor Training-T Bittiger			16.44
	14	Bottled Water/Lunch-Advanced Motor Training-			24.56
	15	Dinner-Advanced Motor Training-T Bittiger			12.84
	16	Fuel-Advanced Motor Training-T Bittiger			11.70
	17	Lunch 7/261-Advanced Motor Training-T Bittiger			10.21
	18	Dinner 07/251-Advanced Motor Training-T Bittiger			31.98
	19	Lunch 07/271-Advanced Motor Training-T Bittiger			19.75
	2	Bulletproof Training 09/21-09/22-S LaRose			229.00
	20	Dinner 07/261-Advanced Motor Training-T Bittiger			26.36
	21	2017 WAPELRA Fall Conf-R Polizzotto/L Orlar			320.00
	21A	2017 WAPELRA Fall Conf-G Elwin			160.00
	21B	2017 WAPELRA Fall Conf-P Lauerman			160.00
	22	Toll Chgs-Patrol Car			3.95
	23	Lodging-Advanced Motor Training 07/24-07/27			151.80
	24	Mybuilding Permit.com Monthly Fee			59.95
	25	Parking-GIS Mtg 08/02-SnoCo-L Celustka			6.00
	3	Snohomish County Cities & Towns Mtg 07/20			35.00
	4	Sensor Cloud Monitoring Fee 07/10-08/10			9.95
	5A	Use Tax-600 Debossed Wristbands-PD Commun			-24.77
	5A	600 Debossed Wristbands-PD Community Event			262.96
	6	Onions/Toatoes-Wellness BBQ			9.38
	7	Surefire Handgun Weapon Light			263.88
	7	Use Tax-Surefire Handgun Weapon Light			-24.86
	8	General Office Supplies-HR, Admin Finance			38.17
	9	Safariland 6360 ALS/SLS Mid Ride Retention, C			142.40
	9A	Use Tax-Safariland 6360 ALS/SLS Mid Ride Re			-13.41
			Total for Check Number 57397:	0.00	2,488.79
57398	BANKCR16	Bank of America	08/29/2017		
	1	Ice-MC Booth @ Festival			5.38
	2	MCBA Lunch Mtg 07/19-T Rogers			17.00
	3	MCBA Lunch Mtg 08/16-T Rogers			17.00
			Total for Check Number 57398:	0.00	39.38
57399	BENEAD 1708515	Benefit Administration Co, LLC Section 125 Flexible BenefitsPlan-Aug	08/29/2017		112.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 57399:	0.00	112.00
57400	BIOMANNV 5338	Bio Management Northwest Bio Cleaning & Bio Abatement-Patrol Car #42, J	08/29/2017		347.76
			Total for Check Number 57400:	0.00	347.76
57401	BANKCR20	Business Card	08/29/2017		
	1	Irrigation & Building Supplies-Annex			32.93
	10	CPSI Prog Registration Fee-T Dyson			585.00
	11	2017-2018 WWA Pre-License Pesticide Training			240.00
	12	Tape for Cords/Buffalo Park			23.12
	13	Toro Mower Repair			375.90
	14	Wasp Spray Library Park & Cougar Park			28.88
	15	Street Paint Supplies			3.82
	2	5 - Stihl Weedeater Spools			87.23
	3	Cleaning Supplies-Town Hall Meeting Prep			27.56
	4	Cleaning Supplies-Town Hall Meeting Prep			14.31
	5	Fuel Pump-Polaris			29.98
	6	Brush-Paint Striper-Streets			6.58
	7	LineLazer SwitchTip-Street Curb Tip-Supplies			95.37
	7&A	Use Tax-LineLazer SwitchTip-Street Curb Tip-S			-8.98
	8	LineLazer SwitchTip-Parks Tip-Supplies			40.28
	8	Use Tax-LineLazer SwitchTip-Parks Tip-Supplie			-3.79
	9	CPSI Prog Registration Fee-J Wright			585.00
			Total for Check Number 57401:	0.00	2,163.19
57402	BANKCR21	Business Card	08/29/2017		
	1	Mtg 07/20-R Polizzotto			43.12
	2	Celebrating AFSCME Negotiation Completion v			69.16
	3	Lunch Mtg 07/27-R Polizzotto & J Kirk			45.75
			Total for Check Number 57402:	0.00	158.03
57403	BANKCR23	Business Card	08/29/2017		
	1	To Protect & Service Crayon Pack-Police Comm			249.92
	1A	Use Tax-To Protect & Service Crayon Pack-Poli			-23.54
	2	Police Coloring & Activity Book-Police Commu			593.40
	2A	Use Tax-Police Coloring & Activity Book-Police			-55.90
	3	Ice-National Night Out 08/01			9.96
			Total for Check Number 57403:	0.00	773.84
57404	BANKCR24	Business Card	08/29/2017		
	1	Asset Management Workshop-K Mahmoud			50.00
	2	Grip Switch Assembly for Surefire X-Series Wez			109.28
	3	Records Request for Background Info-Gun Tran			16.49
			Total for Check Number 57404:	0.00	175.77
57405	BANKCR25	Business Card	08/29/2017		
	1	One Month Subscription-Survey Monkey-MC F			29.00
	2	Nikon D5500 Bundle w/Lenses			1,069.76
	3	48 - Life Whistle-Referees Youth BB			73.44
	4	Laminator			22.05
	5	Social Media Seminar/Training-Holly Harvey			249.00
	6	12 - Paracord 550 Strand - 100 ft			115.08
	7	3 Cases - Bottled Water			9.24

AGENDA ITEM #C.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 57405:	0.00	1,567.57
57406	BANKCR26	Business Card	08/29/2017		
	1	Refreshments- Executive Business Mtg w/Free I			6.99
	10	Working Lunch Mtg-Fire Negotiation Team & 5			136.96
	11	Fruit Trays & Cookies-Town Hall Mtg 07/17			51.87
	12	Coffee-Town Hall Mtg 07/17			35.22
	13	Pen Ink Refills-R Polizzotto			3.08
	14	WCMA 2017 Summer Conf-R Polizzotto			325.00
	15	Understanding Property Tax in WA State-MRSC			35.00
	16	Airfare-WCMA Conf-R Polizzotto			152.39
	17	Lemonade & Cookies-CH Lobby-During Heat W			13.67
	18	Economic Alliance 08/17-Annual Summer Netw			45.00
	19	Cleaning Supplies-CH South			32.10
	2	Engrave Perpetual Plate-2016 Officer of the Year			15.35
	3	Certificate Paper-Citizens Academy			12.14
	3A	General Office Supplies-CM			40.82
	4	Working Lunch 07/07-M Todd & R Polizzotto			28.16
	5	Airfare & Hotel 08/30-08/31-P Lauerman			492.73
	6	Tablecover-2nd Annual Staff BBQ			8.83
	7	Refreshments-Fire Distr Mtg & Labor Negotitati			6.79
	8	Cutlery-2nd Annual Staff BBQ			3.29
	9	Chips & Salad-2nd Annual Staff BBQ			11.99
			Total for Check Number 57406:	0.00	1,457.38
57407	CARLSONJ 6563	Jessica Carlson Adventures in Art-NW Wonders Art Camp 08/21	08/29/2017		1,008.00
			Total for Check Number 57407:	0.00	1,008.00
57408	CITYEVE 117001959	City of Everett Animals Brought To Shelter - July	08/29/2017		185.00
			Total for Check Number 57408:	0.00	185.00
57409	VENTPOWC Pay Est #3	Ventilation Power Cleaning, Inc. 2017 Catch Basin Cleaning & CCTV Inspec-Pay	08/29/2017		68,326.92
			Total for Check Number 57409:	0.00	68,326.92
57410	DELLMARK 10184347140	Dell Marketing LP 1 - Dell PowerEdge R730 Server Tag#CZKTHK	08/29/2017		9,594.76
			Total for Check Number 57410:	0.00	9,594.76
57411	ELLITIRE 079577	Elliott Tire & Service Inc LOF, Repair Vacume Leak, Secure Subframe Bo	08/29/2017		453.88
			Total for Check Number 57411:	0.00	453.88
57412	EVERGRML MC001 2017 MC002 2017 MC003 2017 MC004 2017 MC005 2017 MC006 2017 MC007 2017 MC008 2017 MC009 2017	Evergreen Maintenance Landscaping, LLC Landscape Maintenance Hillside Park 7/14-7/31 Landscape Maintenance Heron Park 7/14-7/31 Landscape Maintenance Nickel Creek Park 7/14-7/31 Landscape Maintenance Buffalo Park 7/14-7/31 Landscape Maintenance Highlands Park 7/14-7/31 Landscape Maintenance Library Park 7/14-7/31 Landscape Maintenance Public Library 7/14-7/31 Landscape Maintenance City Hall South 7/14-7/31 Landscape Maintenance North Creek Sports Parl	08/29/2017		414.00 248.40 289.80 496.80 745.20 248.40 579.60 496.80 227.70

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	MC010 2017	Landscape Maintenance City Hall North 7/14-7/			356.04
	MC011 2017	Landscape Maintenance Pine Meadow Park 7/14			579.60
	MC012 2017	Landscape Maintenance POND # 4 WSDOT 7/1			154.56
	MC013 2017	Landscape Maintenance POND #5 7/14-7/31			154.56
	MC014 2017	Landscape Maintenance POND #6 7/14-7/31			154.56
			Total for Check Number 57412:	0.00	5,146.02
57413	EVERMARK 51467	Ever-Mark, LLC 1 - 3' x 8' Banner-"Now Enrolling"	08/29/2017		78.66
			Total for Check Number 57413:	0.00	78.66
57414	FCICUSPV 15906 15907	FCI Custom Police Vehicles Push Bars, Graphics, Speakers, Installation-Body PB5 Wraps/Install-Car#44	08/29/2017		1,878.53 544.50
			Total for Check Number 57414:	0.00	2,423.03
57415	GTENORTH 425 316-0326	Frontier Alarm System Line Chgs-Cook House 08/16-09/	08/29/2017		51.94
			Total for Check Number 57415:	0.00	51.94
57416	HORIZON 2M061289	Horizon Broadcast Spreader	08/29/2017		301.68
			Total for Check Number 57416:	0.00	301.68
57417	KCDA 300188184 300188184A 300188184B 300188184C	KCDA Purchasing Cooperative General Office Supplies General Office Supplies-Rec Services General Office Supplies-Athletics General Office Supplies-Special Events	08/29/2017		77.58 12.36 11.72 129.63
			Total for Check Number 57417:	0.00	231.29
57418	KIRKJ Reimb Mileage	Joni Kirk Reimb Mileage AWC Annual Conf-J Kirk	08/29/2017		199.02
			Total for Check Number 57418:	0.00	199.02
57419	KROESENS 46085 46327	Kroesen's Uniform Company 1 Pr Pants, 1 S/S Super Shirt-R Feiock 1 Ballistic Vest-L Pigott	08/29/2017		140.91 956.13
			Total for Check Number 57419:	0.00	1,097.04
57420	MCMAG 4180 4181	Mill Creek Living Magazine 19,500 - Fall Issue MC Living Magazine 19,500 Copies - 2017 Fall Rec Guide	08/29/2017		4,300.00 7,425.00
			Total for Check Number 57420:	0.00	11,725.00
57421	NATIONWI C-1338746	Nationwide Mutual Insurance Co Annual-Major Medical Plan-Rasko-Policy No. C	08/29/2017		698.05
			Total for Check Number 57421:	0.00	698.05
57422	KIDZLOVS 6511 6512	North American Youth Activities, LLC KLS Soccer: Mommy & Me (Summer, Tue-9:30 KLS Soccer: Mommy & Me (Summer, Tue-4:00	08/29/2017		679.00 336.00

AP Checks by Date - Detail by Check Date (9/7/2017 9:32 AM)

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AGENDA ITEM #C.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
6515		KLS Soccer: Mommy & Me (Summer, Sat-8:30:			728.00
6516		KLS Soccer: Mommy & Me (Summer, Sat-9:05:			1,079.40
6519		KLS Soccer: Tot-Soccer (Summer, Tue-10:10am			742.00
6520		KLS Soccer: Tot-Soccer (Summer, Tue-4:10pm)			224.00
6522		KLS Soccer: Tot-Soccer (Summer, Sat-9:45am)			1,008.00
6525		KLS Soccer: Pre-Soccer (Summer, Tue-10:40am			728.00
6526		KLS Soccer: Pre-Soccer (Summer, Tue-5:10pm)			1,008.00
6528		KLS Soccer: Pre-Soccer (Summer, Sat-10:15am)			1,176.00
6530		KLS Soccer: 1 (Summer, Tue-11:15am) 7/11-8/2			616.00
6531		KLS Soccer: 1 (Summer, Tue-5:45pm) 7/11-8/22			1,376.20
6533		KLS Soccer: 1 (Summer, Sat-10:50am) 7/8-8/19			1,344.00
6535		KLS Soccer: Soccer 2 (Summer, Tue-6:30pm) 7/			784.00
6537		KLS Soccer: Soccer 2 (Summer, Sat-11:35am) 7			952.00
6539		KLS Soccer 3: Match Play (Summer, Tue 7:15pr			448.00
				Total for Check Number 57422:	0.00
57423	OCEANSYS 00015235	Ocean Systems, a Division of DTI Police Digital Photo Evidence Software 08/19-08	08/29/2017		495.00
				Total for Check Number 57423:	0.00
57424	GFOA 2854066	Government Finance Officers Association Essentials of Debt Issuance-P Lauerman 05/20	08/29/2017		160.00
				Total for Check Number 57424:	0.00
57425	PACRIMC 07/2017	Pacific Rim Code Services, Inc Prof Service-Plan Reviews 07/10-07/28 28 Hrs	08/29/2017		1,680.00
				Total for Check Number 57425:	0.00
57426	PAWS July 2017	PAWS Animals Brought To Shelter-July	08/29/2017		700.00
				Total for Check Number 57426:	0.00
57427	PETTIJ 6559	Jeffrey Pettijohn Group Piano Summer Camp 08/14-08/17 #6559	08/29/2017		440.00
				Total for Check Number 57427:	0.00
57428	PROGIFTS 157578 157578A 157578B	Progressive Gifts and Incentives 300 - Non-Woven Sports Backpack 300 - Non-Woven Sports Backpack Use Tax-300 - Non-Woven Sports Backpack	08/29/2017		244.47 244.47 -46.06
				Total for Check Number 57428:	0.00
57429	SNOCPUD 2007-9722-3 2013-4538-6 2018-9805-3 2019-4860-1 2022-1236-1 2025-2921-0 2026-6749-9 2026-9300-8 2028-5205-9 2029-2633-3 2031-6469-4	PUD No. 1 of Snohomish County 3401 148th St SE 07/21-08/18 2501 147th Pl SE 07/21-08/22 1700 Mill Creek Rd 07/25-08/22 13903 N Creek Dr 07/18-08/15 928 Dumas Rd 07/18-08/15 Street Lights-386 Lights--100W 07/01-07/31 2024 Seattle Hill Rd 07/11-08/08 15720 Main St 07/19-08/15 15720 Main St Unit B 07/19-08/15 Hillside Park 06/28-06/27 13510 N Creek Dr 07/18-08/15	08/29/2017		30.78 24.77 84.15 406.33 88.34 1,351.00 36.03 1,892.15 323.99 16.20 39.87

AGENDA ITEM #C.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 57429:	0.00	4,293.61
57430	PUGETSO 200004765331 200004765463	Puget Sound Energy 15720 Main St 07/19-08/17 15728 Main St 07/19-08/17	08/29/2017		40.47 257.54
			Total for Check Number 57430:	0.00	298.01
57431	PITNEYW PBP#:16524092	Purchase Power Postage-Refill Postage Meter	08/29/2017		3,000.00
			Total for Check Number 57431:	0.00	3,000.00
57432	LEXNEXIS 3091054744	RELX Inc LexisNexis Monthly Chgs 07/01-07/31	08/29/2017		177.24
			Total for Check Number 57432:	0.00	177.24
57433	ESRI 93333908	Environmental Systems Research Institute ArcGIS Desktop single User Primary License/1	08/29/2017		772.80
			Total for Check Number 57433:	0.00	772.80
57434	SHORTCR 493522 493523 493526 493527 493528	Short Cressman & Burgess PLLC Prof Legal Services-DCD-July Prof Legal Services-Engr-July Prof Legal Services-Police-July Prof Legal Services-City Clerk-July Prof Legal Services-Fire Contract-July	08/29/2017		5,148.00 2,161.00 1,715.00 42.00 7,279.57
			Total for Check Number 57434:	0.00	16,345.57
57435	SHREDIT 8122938863	Shred-It USA Inc Shredding Service Fee	08/29/2017		164.90
			Total for Check Number 57435:	0.00	164.90
57436	SILVERL 14112-27585 14737-19068 17679-27345 17684-27596 24079-27593 32140-27632 32141-27633 35995-27914 35996-27914 35997-27914 35998-27914 35999-27914 36000-27914 36016-27914 36025-27914 36026-27914 36365-27593 37034-30017 37680-27914 40191-27914	Silverlake Water District 132nd & SR 527 Irrig 07/01-07/31 Silver Crest Park 07/01-07/31 15429 1/2 Bothell Everett Hwy 07/01-07/31 15429 Bothell Way-Irrig 07/01-07/31 Hillside Irrig 07/01-07/31 13903 N Creek Dr-Irrig 07/01-07/31 13903 N Creek Dr 07/01-07/31 SR 527-Irrig 07/01-07/31 14600 SR 527-Irrig 07/01-07/31 13800 N SR 527-Irrig 07/01-07/31 1600 SR 527-Irrig 07/01-07/31 15200 SR 527-Irrig 07/01-07/31 15100 N SR 527-Irrig 07/01-07/31 SR 527 & Trillium Blvd-Irrig 07/01-07/31 14600 SR 527-Irrig 07/01-07/31 SR 527 & Dumas RD-Irrig 07/01-07/31 Dumas Rd Irrigation 07/01-07/31 14721 12th Ave SE-Irrig 07/01-07/31 33rd Dr & Northpointe Circle-Irrig 07/01-07/31 13315 45th Ave SE-Restroom 07/01-07/31	08/29/2017		26.40 7.60 99.25 80.45 150.95 205.00 73.35 7.60 7.60 7.60 7.60 7.60 7.60 7.60 7.60 7.60 7.60 7.60 22.30 7.60 233.20 68.65
			Total for Check Number 57436:	0.00	1,043.15

AGENDA ITEM #C.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
57437	SIXROBLE 14-354900	Six Robbles' Inc. Parts-Snow Plow & Trailer Repair	08/29/2017		24.65
			Total for Check Number 57437:	0.00	24.65
57438	SNOCOM 2017-816	SNOCOM Information Technology Support Services-After	08/29/2017		347.73
			Total for Check Number 57438:	0.00	347.73
57439	SDISTCRT July 2017 July 2017A	South District Court Filing Fees SD Court - July Interpreter Costs - July	08/29/2017		5,950.06 229.35
			Total for Check Number 57439:	0.00	6,179.41
57440	STAPLEAD 3342655311 3342655311A	Staples Advantage Waste Liners/Handwash/Crew Foam Gun Waste Liners/Handwash/Crew Foam Gun	08/29/2017		255.50 255.51
			Total for Check Number 57440:	0.00	511.01
57441	SUMLAW 86800	Summit Law Group Prof Serv-General Labor-AFSCME Through 07/	08/29/2017		10,522.41
			Total for Check Number 57441:	0.00	10,522.41
57442	SUPERION 142874	Superion, LLC TRAKiT (5 Users) Maintenance Jul 1, 2017-Jun	08/29/2017		8,526.58
			Total for Check Number 57442:	0.00	8,526.58
57443	TERMINIX 367619123	Terminix Processing Center Pest Control-WO#14651277991-MC Library	08/29/2017		77.28
			Total for Check Number 57443:	0.00	77.28
57444	CERMPLOC 6565	The Ceramic Place LLC Ceramics Kids Workshops 08/15-08/17 #6565	08/29/2017		176.00
			Total for Check Number 57444:	0.00	176.00
57445	SHERWILL 1404-8 1441-0 9500-3	The Sherwin-Williams Co 5 Gal - Yellow Curb & Median Paint 5 Gal - Yellow Curb & Median Paint Diagonal Striping-VG Dr & Parking Boxes 148tl	08/29/2017		60.55 106.55 125.69
			Total for Check Number 57445:	0.00	292.79
57446	UKELITE 6610 6612 6614	UK Elite Soccer UK Elite Soccer: Petite Camp: 3-5 Years UK Elite Soccer: Half Day Camp 08/21-08/25 #t UK Elite Soccer: Full Day Camp 08/21-08/25 #t	08/29/2017		490.00 1,785.00 1,036.00
			Total for Check Number 57446:	0.00	3,311.00
57447	WWGRAIN 9524489862	W.W. Grainger, Inc. 24 Pleated Filters/12 Pleated Filters-City Hall Nc	08/29/2017		82.01
			Total for Check Number 57447:	0.00	82.01
57448	WAPRO 2863	WAPRO 2017 WAPRO Fall Conf-G Pfister	08/29/2017		175.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 57448:	0.00	175.00
57449	WINSUPP 019865 00 019935 00	Winsupply Company Library Irrigation Supplies Supplies/Irrigation-Main Break	08/29/2017		39.71 115.64
			Total for Check Number 57449:	0.00	155.35
57450	APT 014-2017	WSAPT 2017 WSAPT Fall Conf-K Mason-Hatt & S Ring	08/29/2017		400.00
			Total for Check Number 57450:	0.00	400.00
57451	ZUMAR 0190114	Zumar Industries, Inc. 10-24 Hour Parking,3 Stop Ahead,3 Slow,3 Spec	08/29/2017		735.28
			Total for Check Number 57451:	0.00	735.28
			Total for 8/29/2017:	0.00	187,194.86
			Report Total (122 checks):	0.00	353,669.40

Payment Details Report



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 08/18/2017 11:39:11 AM CDT

Domestic High Value (Wire)

Payment Category: Urgent/Wire

Status: Processing by Bank
Transaction Number: 178IB28234CJ0297

Template Name: Fleet
Template Code: Fleet

Debit Account Information

Debit Bank: 125000024
Debit Account: 000060104700
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: 76 Fleet WEX BANK
Beneficiary Address: 97 Darling Ave.
Beneficiary City: Portland
Beneficiary Postal Code:
Beneficiary Country: US - United States of America

Beneficiary Account: 4539508
Beneficiary Bank ID: 071000288
BMO HARRIS BANK NA
111 W MONROE ST
CHICAGO
US - United States of America

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 3,667.58

Value Date: 08/18/2017

Optional Information

Sender's Reference Number: 178IB28234CJ0297

Beneficiary Information: 76 FLEET
Acct 0201 00 105915 3
City of Mill Creek

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: sankottke
Approved: sankottke
Initial Confirmation: WTX:2017081800280513

Input Time: 08/18/2017 11:28:56 AM CDT
Time: 08/18/2017 11:39:00 AM CDT

RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online
City of Mill Creek

Report Date: 08/18/2017
Report Time: 12:52:45 PM


Batch Summary Report by ID Number

Company Name:	City of Mill 01	Effective Date:	08/18/2017
ACH ID:	2911225895	Batch Sequence:	1
Application Name:	CCD Payments and Collections	Database Name:	CPSM
Batch Status:	Submitted	Created By:	SANKOTTKE
Released By:	PLAUERMAN		

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
CPSM CENTER FOR PUBLIC	CPSM	\$18,540.00	C	052000113	9856252680	C	0045476

	<u>Total Amount in Batch</u>	<u>Total Count in Batch</u>
Debits	\$0.00	0
Credits	\$18,540.00	1
Prenotes	\$0.00	0

	<u>Grand Total Amount</u>	<u>Grand Total Count</u>
Debits	\$0.00	0
Credits	\$18,540.00	1
Prenotes	\$0.00	0

 Electronic Filing – Washington State	E-file Time: 4:12 PM help ?
My Account Home Account(s) Account Activity List Server Suggestions Logout	

CITY OF MILL CREEK 600-598-011

Confirmation

Confirmation Number	21375619
Tax Registration Number	600598011
Reporting Period	07/2017
Payment Type	EFT Debit
Date and Time Submitted	8/18/2017 4:12:30 PM
Date of Transfer	08/28/2017
Payment Amount	1,136.97
Person Completing Return	Sandy Kottke
Person Authorizing Payment	Sandy Kottke

Your return and payment have been submitted. For easy reference, print this page and retain it with your tax records.

Return to Account List	Print Confirmation
View Printable Return	

Confirmation

**For Assistance Call:
1-877-345-3353**



Date: September 12, 2017

Payroll Check Batches		
Dated	Check Numbers	Amount
08/04/2017	ACH Wire- Assoc. of WA Cities	\$77,377.67
08/10/2017	ACH Automatic Deposit Checks	\$136,864.12
08/10/2017	ACH Wire- FWT & Medicare Taxes	\$27,959.19
08/10/2017	ACH Wire MEBT- Wilmington Trust	\$23,058.51
08/10/2017	ACH Wire- BAC- Flex Spending Acct	\$766.16
08/10/2017	ACH Wire- ICMA RC- Def. Comp	\$532.70
08/10/2017	ACH Wire- MCPD Guild Dues	\$2,140.00
08/10/2017	ACH Wire- United Way Donations	\$95.00
08/10/2017	ACH Automatic Deposit Checks (retro)	\$30,346.72
08/10/2017	ACH Wire- FWT & Medicare Taxes (retro)	\$6,057.15
08/10/2017	ACH Wire MEBT- Wilmington Trust (retro)	\$5,095.58
08/25/2017	ACH Automatic Deposit Checks	\$132,951.61
08/25/2017	ACH Wire- FWT & Medicare Taxes	\$27,135.39
08/25/2017	ACH Wire MEBT- Wilmington Trust	\$27,515.95
08/25/2017	ACH Wire- BAC- Flex Spending Acct	\$766.16
08/25/2017	ACH Wire- ICMA RC- Def. Comp	\$447.42
09/08/2017	ACH Automatic Deposit Check	\$143,746.60
09/08/2017	ACH Wire- FWT & Medicare Taxes	\$30,122.63
Total		\$672,978.56

Voided Checks	
Numbers	Explanation

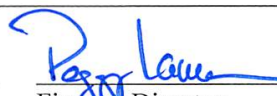
CLAIMS APPROVAL

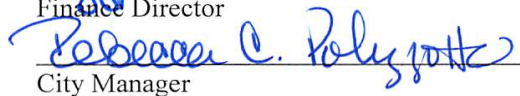
We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of the ACH Automatic Deposit checks and ACH Wire Transfers in the amount of \$672,978.56.

We recommend approval of the above stated amount with the following exceptions:

Councilmember

Councilmember



 Finance Director


 City Manager

G:\Finance\WP\Payroll\Payroll Voucher Approval .doc

ASSOCIATION OF WASHINGTON CITIES

MILL CREEK, CITY OF

ACCOUNT SUMMARY - contains all changes to this account as of 08/04/2017 02:04:02 PM

FUND: 100

ACCOUNT NUMBER: 186 L

BILL MONTH: 08/2017
COVERAGE MONTH: 08/2017
PAYMENT DUE BY: **08/10/2017**
CURRENT BILLING AMOUNT: \$76,299.85
PRIOR OVERAGE OR SHORTAGE: \$0.00
ADJUSTMENTS: \$1,077.82
TOTAL AMOUNT DUE: **\$77,377.67**

100 186 L 082017 0

Fund	Account Number	Bill Month	Amount Paid
100	186 L	08/2017	\$ <u>77,377.67</u>

If you have questions concerning your billing, please contact the Association of Washington Cities Office at (800) 562-8981 or (360) 753-4137 or Northwest Administrators, Inc. at (206) 726-3345.

MAIL PAYMENT TO: *If payment is made by check, please print a copy of this page and mail it with your payment to the following address.*

ASSOCIATION OF WASHINGTON CITIES
PO BOX 84303
SEATTLE, WA 98124-5603

Statistical Summary

Statistical Summary

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West Status:Under Review
 Week#:32 Pay Date:08/10/2017 P/E Date:07/31/2017
 Qtr/Year:3/2017 Run Time/Date:14:10:52 PM EDT 08/04/2017

Taxes Debited	Federal Income Tax	22,236.06		
	Earned Income Credit Advances	0.00		
	Social Security - EE	0.00		
	Social Security - ER	0.00		
	Social Security Adj - EE	0.00		
	Medicare - EE	2,861.58		
	Medicare - ER	2,861.55		
	Medicare Adj - EE	0.00		
	Medicare Surtax - EE	0.00		
	Medicare Surtax Adj - EE	0.00		
	COBRA Premium Assistance Payments	0.00		
	Federal Unemployment Tax	0.00		
	State Income Tax	0.00		
	Non Resident State Income Tax	0.00		
	State Unemployment Insurance - EE	0.00		
	State Unemployment Insurance Adj - EE	0.00		
	State Disability Insurance - EE	0.00		
	State Disability Insurance Adj - EE	0.00		
	State Unemployment/Disability Ins - ER	0.00		
	Workers' Benefit Fund Assessment - EE	0.00		
	Workers' Benefit Fund Assessment - ER	0.00		
	Local Income Tax	0.00		
School District Tax	0.00			
	Total Taxes Debited	27,959.19		
Other Transfers	Full Service Direct DepositAcct. No.000060104700Tran/ABA125000024	136,864.12		
	Total Amount Debited From Your Account		164,823.31	Total Liability 164,823.31
Bank Debits & Other Liability	Checks	0.00		164,823.31
	Adjustments/Prepay/Voids	0.00		164,823.31
Taxes- Your Responsibility	None this payroll			164,823.31

Payment Approval Confirmation



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 08/09/2017 5:52:00 PM CDT

Domestic High Value (Wire)

Payment Category:Urgent/Wire

Status: Processing by Bank
Transaction Number: 1789H4225AUJ0Y91

Template Name: WILTRUST
Template Code: WILTRUST

Debit Account Information

Debit Bank: ~~25000024~~
Debit Account: ~~00000104700~~
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: MATRIX TRUST COMPANY
Beneficiary Address: NA
Beneficiary City: NA
Beneficiary Postal Code: NA
Beneficiary Country: US - United States of America

Beneficiary Account: ~~0052374595~~
Beneficiary Bank ID: ~~02000040~~
MANUFACTURERS AND TRADERS TR C
ONE M AND T PLAZA, 15TH FL
BUFFALO
US - United States of America

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 23,058.51

Value Date: 08/10/2017

Optional Information

Sender's Reference Number: CITY MILL CREEK

Beneficiary Information: City of Mill Creek n3177e

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: sankottke
Approved: sankottke
Initial Confirmation: WTX:2017080900371474

Input Time: 08/09/2017 5:42:32 PM CDT
Time: 08/09/2017 5:50:04 PM CDT

RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online
City of Mill Creek

Report Date: 08/09/2017
Report Time: 05:37:50 PM

Batch Summary Report by ID Number

Company Name:	City of Mill 01	Effective Date:	08/10/2017
ACH ID:	2911225895	Batch Sequence:	1
Application Name:	CCD Payments and Collections	Database Name:	BAC
Batch Status:	Released	Created By:	SANKOTTKE
Released By:	SANKOTTKE		

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
BAC	BENEFIT ADMIN C	\$766.16	C	██████████	██████████	C	

Total Amount in Batch

Total Count in Batch

Debits	\$0.00	0
Credits	\$766.16	1
Prenotes	\$0.00	0

Grand Total Amount

Grand Total Count

Debits	\$0.00	0
Credits	\$766.16	1
Prenotes	\$0.00	0

Payment Approval Confirmation



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 08/09/2017 5:52:00 PM CDT

Domestic High Value (Wire)

Payment Category: Urgent/Wire

Status: Processing by Bank
Transaction Number: 1789H4008H1K2A25

Template Name: ICMA 457 Plan
Template Code: ICMA

Debit Account Information

Debit Bank: 425000024
Debit Account: 000000104700
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: ICMA RC
Beneficiary Address: P.O. Box 64553
Beneficiary City: Baltimore
Beneficiary Postal Code: 21264-4553
Beneficiary Country: US - United States of America

Beneficiary Account: 425000024
Beneficiary Bank ID: 022000048
MANUFACTURERS AND TRADERS TR C
ONE M AND T PLAZA, 15TH FL
BUFFALO
US - United States of America

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 532.70

Value Date: 08/10/2017

Optional Information

Sender's Reference Number: 302029

Beneficiary Information: City of Mill Creek 302029

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: sankottke
Approved: sankottke
Initial Confirmation: WTX:2017080900371470

Input Time: 08/09/2017 5:40:20 PM CDT
Time: 08/09/2017 5:50:04 PM CDT

Payment Approval Confirmation



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 08/09/2017 5:52:00 PM CDT

Domestic High Value (Wire)

Payment Category: Urgent/Wire

Status: Processing by Bank
Transaction Number: 1789H390709J0A20

Template Name: GUILD DUES
Template Code: GUILD

Debit Account Information

Debit Bank: 42500021
Debit Account: 60000104700
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: Mill Creek Police Officer Guild
Beneficiary Address: PO Box 13261
Beneficiary City: Mill Creek
Beneficiary Postal Code: 98082
Beneficiary Country: US - United States of America

Beneficiary Account: 600060159001
Beneficiary Bank ID: 42500021
BANK OF AMERICA, NA
1424 164TH ST SW
LYNNWOOD
US - United States of America

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 2,140.00

Value Date: 08/10/2017

Optional Information

Sender's Reference Number: Police Guild

Beneficiary Information: Police Guild Dues Direct Deposit

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: sankottke
Approved: sankottke
Initial Confirmation: WTX:2017080900371472

Input Time: 08/09/2017 5:39:15 PM CDT
Time: 08/09/2017 5:50:04 PM CDT

Payment Approval Confirmation



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 08/09/2017 5:52:00 PM CDT

Domestic High Value (Wire)

Payment Category: Urgent/Wire

Status: Processing by Bank
Transaction Number: 1789H39378WM1163

Template Name: United Way
Template Code: United Way

Debit Account Information

Debit Bank: ~~425000024~~
Debit Account: ~~000000104700~~
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: United Way of Snohomish County
Beneficiary Address: 3120 McDougall Ave, STE 200
Beneficiary City: Everett
Beneficiary Postal Code: 98201
Beneficiary Country: US - United States of America

Beneficiary Account: ~~0500000708~~
Beneficiary Bank ID: ~~422000496~~
UNION BANK, N.A.
30343 CANWOOD ST, STE 100
AGOURA HILLS
US - United States of America

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 95.00

Value Date: 08/10/2017

Optional Information

Sender's Reference Number: 1789H39378WM1163

Beneficiary Information: United Way from City of Mill Creek

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: sankottke
Approved: sankottke
Initial Confirmation: WTX:2017080900371473

Input Time: 08/09/2017 5:39:46 PM CDT
Time: 08/09/2017 5:50:04 PM CDT

Liability	Taxes Debited				
		Federal Income Tax		4,857.94	
Recap		Earned Income Credit Advances		.00	
		Social Security - EE		.00	
		Social Security - ER		.00	
		Social Security Adj - EE		.00	
		Medicare - EE		599.62	
		Medicare - ER		599.59	
		Medicare Adj - EE		.00	
		Medicare Surtax - EE		.00	
		Medicare Surtax Adj - EE		.00	
		COBRA Premium Assistance Payments		.00	
		Federal Unemployment Tax		.00	
		State Income Tax		.00	
		State Unemployment Insurance - EE		.00	
		State Unemployment/Disability Ins - ER		.00	
		State Unemployment Insurance Adj - EE		.00	
		State Disability Insurance - EE		.00	
		State Disability Insurance Adj - EE		.00	
		Workers' Benefit Fund Assessment - EE		.00	
		Workers' Benefit Fund Assessment - ER		.00	
		Local Income Tax		.00	
		School District Tax		.00	
		Total Taxes Debited	Acct. No. XXXXXXXX4700	Tran/ABA XXXXXXXXX	6,057.15
Other Transfers		ADP Direct Deposit	Acct. No. XXXXXXXX4700	Tran/ABA XXXXXXXXX	30,346.72
		Total Amount Debited From Your Account			36,403.87
Bank Debits and Other Liability		Adjustments/Prepay/Voids		.00	
Taxes - Your Responsibility		None This Payroll			
					Total Liability
					36,403.87
					36,403.87

Payment Approval Confirmation



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 08/09/2017 5:52:00 PM CDT

Domestic High Value (Wire)

Payment Category:Urgent/Wire

Status: Processing by Bank
Transaction Number: 1789H43193OL0O20

Template Name: WILTRUST
Template Code: WILTRUST

Debit Account Information

Debit Bank: ~~425000024~~
Debit Account: ~~00000104700~~
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: MATRIX TRUST COMPANY
Beneficiary Address: NA
Beneficiary City: NA
Beneficiary Postal Code: NA
Beneficiary Country: US - United States of America

Beneficiary Account: ~~0852374595~~
Beneficiary Bank ID: ~~022000040~~
MANUFACTURERS AND TRADERS TR C
ONE M AND T PLAZA, 15TH FL
BUFFALO
US - United States of America
Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 5,095.58

Value Date: 08/10/2017

Optional Information

Sender's Reference Number: CITY MILL CREEK

Beneficiary Information: City of Mill Creek n3177e

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: sankottke
Approved: sankottke
Initial Confirmation: WTX:2017080900371475

Input Time: 08/09/2017 5:43:29 PM CDT
Time: 08/09/2017 5:50:04 PM CDT

Statistical Summary

Statistical Summary

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West Status:Cycle Complete
 Week#:34 Pay Date:08/25/2017 P/E Date:08/15/2017
 Qtr/Year:3/2017 Run Time/Date:16:56:12 PM EDT 08/23/2017

Taxes Debited	Federal Income Tax	21,555.13		
	Earned Income Credit Advances	0.00		
	Social Security - EE	0.00		
	Social Security - ER	0.00		
	Social Security Adj - EE	0.00		
	Medicare - EE	2,790.10		
	Medicare - ER	2,790.16		
	Medicare Adj - EE	0.00		
	Medicare Surtax - EE	0.00		
	Medicare Surtax Adj - EE	0.00		
	COBRA Premium Assistance Payments	0.00		
	Federal Unemployment Tax	0.00		
	State Income Tax	0.00		
	Non Resident State Income Tax	0.00		
	State Unemployment Insurance - EE	0.00		
	State Unemployment Insurance Adj - EE	0.00		
	State Disability Insurance - EE	0.00		
	State Disability Insurance Adj - EE	0.00		
	State Unemployment/Disability Ins - ER	0.00		
	Workers' Benefit Fund Assessment - EE	0.00		
	Workers' Benefit Fund Assessment - ER	0.00		
	Local Income Tax	0.00		
	School District Tax	0.00		
	Total Taxes Debited	27,135.39		
Other Transfers	Full Service Direct DepositAcct. No.000060104700Tran/ABA125000024	132,951.61		
	Total Amount Debited From Your Account		160,087.00	Total Liability 160,087.00
Bank Debits & Other Liability	Checks	0.00		160,087.00
	Adjustments/Prepay/Voids	0.00		160,087.00
Taxes- Your Responsibility	None this payroll			160,087.00

Payment Details Report



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 08/29/2017 10:52:02 AM CDT

Domestic High Value (Wire)

Payment Category: Urgent/Wire

Status: Confirmed by Bank
Transaction Number: 178PF3939CTU1B96

Template Name: WILTRUST
Template Code: WILTRUST

Debit Account Information

Debit Bank: ~~125000024~~
Debit Account: ~~00000104700~~
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: MATRIX TRUST COMPANY
Beneficiary Address: NA
Beneficiary City: NA
Beneficiary Postal Code: NA
Beneficiary Country: US - United States of America

Beneficiary Account: ~~0002074506~~
Beneficiary Bank ID: ~~022000040~~
MANUFACTURERS AND TRADERS TR C
ONE M AND T PLAZA, 15TH FL
BUFFALO
US - United States of America
Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 27,515.95

Value Date: 08/25/2017

Optional Information

Sender's Reference Number: CITY MILL CREEK

Beneficiary Information: City of Mill Creek n3177e

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: plauerman
Approved: plauerman
Initial Confirmation: WTX:2017082500392025
Confirmation #: FEDR:20170825B6B7HU3R014849

Input Time: 08/25/2017 3:39:49 PM CDT
Time: 08/25/2017 4:24:23 PM CDT

RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online
City of Mill Creek

Report Date: 08/21/2017
Report Time: 03:43:04 PM

Batch Summary Report by ID Number

Company Name: City of Mill 01 Effective Date: 08/25/2017
 ACH ID: 2911225895 Batch Sequence: 1
 Application Name: CCD Payments and Collections Database Name: BAC
 Batch Status: Released Created By: SANKOTTKE
 Released By: SANKOTTKE

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
BAC	BENEFIT ADMIN C	\$766.16	C	425400000	510005500	C	

Total Amount in Batch

Total Count in Batch

Debits	\$0.00	0
Credits	\$766.16	1
Prenotes	\$0.00	0

Grand Total Amount

Grand Total Count

Debits	\$0.00	0
Credits	\$766.16	1
Prenotes	\$0.00	0

Payment Details Report



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 08/29/2017 10:52:56 AM CDT

Domestic High Value (Wire)

Payment Category: Urgent/Wire

Status: Confirmed by Bank
Transaction Number: 178PF4626H7S1A46

Template Name: ICMA 457 Plan
Template Code: ICMA

Debit Account Information

Debit Bank: 425000024
Debit Account: 000000104700
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: ICMA RC
Beneficiary Address: P.O. Box 64553
Beneficiary City: Baltimore
Beneficiary Postal Code: 21264-4553
Beneficiary Country: US - United States of America

Beneficiary Account: 42500001
Beneficiary Bank ID: 022000040
MANUFACTURERS AND TRADERS TR C
ONE M AND T PLAZA, 15TH FL
BUFFALO
US - United States of America
Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 447.42

Value Date: 08/25/2017

Optional Information

Sender's Reference Number: 302029

Beneficiary Information: City of Mill Creek 302029

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: plauerman
Approved: plauerman
Initial Confirmation: WTX:2017082500392022
Confirmation #: FEDR:20170825B6B7HU1R015017

Input Time: 08/25/2017 3:46:43 PM CDT
Time: 08/25/2017 4:24:23 PM CDT

Statistical Summary

Statistical Summary

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West Status:Cycle Complete
 Week#:36 Pay Date:09/08/2017 P/E Date:08/31/2017
 Qtr/Year:3/2017 Run Time/Date:18:48:57 PM EDT 09/06/2017

Taxes Debited	Federal Income Tax	24,095.44		
	Earned Income Credit Advances	0.00		
	Social Security - EE	0.00		
	Social Security - ER	0.00		
	Social Security Adj - EE	0.00		
	Medicare - EE	3,013.59		
	Medicare - ER	3,013.60		
	Medicare Adj - EE	0.00		
	Medicare Surtax - EE	0.00		
	Medicare Surtax Adj - EE	0.00		
	COBRA Premium Assistance Payments	0.00		
	Federal Unemployment Tax	0.00		
	State Income Tax	0.00		
	Non Resident State Income Tax	0.00		
	State Unemployment Insurance - EE	0.00		
	State Unemployment Insurance Adj - EE	0.00		
	State Disability Insurance - EE	0.00		
	State Disability Insurance Adj - EE	0.00		
	State Unemployment/Disability Ins - ER	0.00		
	Workers' Benefit Fund Assessment - EE	0.00		
	Workers' Benefit Fund Assessment - ER	0.00		
	Local Income Tax	0.00		
School District Tax	0.00			
	Total Taxes Debited	30,122.63		
Other Transfers	Full Service Direct DepositAcct. No.000060104700Tran/ABA125000024	143,746.60		
	Total Amount Debited From Your Account		173,869.23	Total Liability 173,869.23
Bank Debits & Other Liability	Checks	0.00		173,869.23
	Adjustments/Prepay/Voids	0.00		173,869.23
Taxes- Your Responsibility	None this payroll			173,869.23



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, July 25, 2017

Council Chambers, 15728 Main Street, Mill Creek, WA 98012

Minutes are the official record of Mill Creek City Council meetings. Minutes document action taken at the council meeting, not what was said at the council meeting.

A recording of this City Council meeting can be found here: [Part 1](#), [Part 2](#)
The agenda packet for this City Council meeting can be found [here](#).

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 6:00 p.m. and led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

Vince Cavaleri, Councilmember

Councilmember Bond made a motion to excuse Councilmember Cavaleri due to his flight being delayed. Councilmember Kelly seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION

- B.** Bundie Olson, a Wildflower resident, stated that she would like her neighborhood paving project to be a priority for the City and that she would like a work plan that includes dates on when the project would begin.

Didrick Voss, a Cypress resident, expressed concern over the amount of time that would be needed to wait after the storm pipe repair before repaving can begin. Mr. Voss also expressed concern over the surface water utility debt service budget item and would be not be adverse to the City increasing the amount residents pay.

NEW BUSINESS

- C.** Wildflower and Mill Park Village Stormwater Pipes and Pavement Recommendation

City Manager Rebecca Polizzotto reviewed steps taken by the City regarding

July 25, 2017 REGULAR COUNCIL MEETING MINUTES

stormwater pipe repairs and pavement preservation in the Wildflower and Mill Park Village neighborhoods.

City Manager Polizzotto introduced Perteet Consulting Engineer Daryl Smith, who led Council through a PowerPoint presentation showing the 146 segments of storm pipe reviewed and grouped into three categories, including 13 segments of pipe needing immediate repair. Mr. Smith reviewed the cost and timeline of each repair option.

Additional Audience Communication:

Gordon LeBar, a Wildflower resident, would have liked the storm pipe repair issues discussed earlier in the year. He would like paving to be done now and expressed concern over pavement patch aesthetics.

Ann Walker, a Wildflower resident, would like the pipe repair done properly and is curious who signed off on the pipe installation when the neighborhood was constructed and if the contractor could be held financially responsible.

Ryan O'Reilly, a Wildflower resident, expressed concern about patches of tar forming as a result of chip seal and would like the road paved now, patched later, and would like to see the storm pipes fixed when the City is able to do it.

Alan Olsen, a Wildflower resident, would like the road paved now and patched later. Even though it may not be ideal, he thinks it's the best option.

Ann Truax, a Wildflower resident, would like the white dots back that indicate a sidewalk incorporated into the overlay.

After discussion, Council instructed staff to move forward with the overlay this summer and patch the road after the storm pipes have been repaired, giving time for the storm pipe repair to be worked into the CIP.

D. 2017 City Hall North HVAC Control System Repair Contract Award

City Manager Rebecca Polizzotto stated the HVAC repair project was budgeted at \$125,000 in the 2015-2016 biennium budget and announced Pacific Air Control as the low bidder of \$40,714 with \$9,000 in contingencies due to potential unknowns. Mechanical Engineer Jeff Yirak stated work will begin in August or September and is slated for completion in October.

Councilmember Michelson made a motion to adopt Resolution 2017-567 authorizing the City Manager to execute a contract with Pacific Air Control for \$40,714 for the 2017 City Hall North HVAC control system repair project with a \$9,000 contingency, for a total authorized amount of \$49,714. Councilmember Kelly seconded the motion. The motion passed unanimously.

E. New Community Transit Bus Stop

City Manager Rebecca Polizzotto recognized Acting Director of Public Works Kamal Mahmoud for reaching out to Community Transit after hearing resident concerns over

July 25, 2017 REGULAR COUNCIL MEETING MINUTES

the lack of bus stops along Route 109. Acting Director Mahmoud and Community Transit facilities planner Tony Smith determined the best location of a new stop is along 132nd St SE by 16th Ave SE. City Manager Polizzotto stated there would be no cost to the City. The Council had no objections with the location or installation of the new stop.

F. Quit Claim Deed to Health District to Clear Title to Rucker Building

City Manager Rebecca Polizzotto introduced City Attorney Scott Missall to present the agenda item and answer questions. City Attorney Missall reviewed the agenda summary and recommended that Council execute the quit claim deed. He clarified the value of the City's interest is exempt as an intergovernmental transfer as documented in the excise tax affidavit.

Mayor Pro Tem Holtzclaw made a motion to approve the Quit Claim Deed clearing title to the Rucker building and authorize the City Manager to execute and deliver the deed to the Health District. Councilmember Bond seconded the motion. The motion passed unanimously.

CONSENT AGENDA

- G.** Approval of Checks #57201 through #57266 and ACH Wire Transfers in the Amount of \$223,397.68
(Audit Committee: Councilmember Michelson and Councilmember Kelly)
- H.** Benefit ACH Payments in the Amount of \$27,452.66
(Audit Committee: Councilmember Michelson and Councilmember Kelly)
- I.** City Council Meeting Minutes of July 11, 2017

Councilmember Michelson made a motion to approve the consent agenda. Councilmember Kelly seconded the motion. The motion passed unanimously.

REPORTS

J. Mayor/Council

Mayor Pruitt thanked the Mill Creek Business Association for another successful festival. Mayor Pruitt reported she'll continue working through the summer on the SERS consolidation and radio system.

Councilmember Bond thanked City Manager Polizzotto and Acting Director of Public Works Mahmoud for their work on the overlay project and for allowing Council to make an informed decision.

Councilmember Michelson reported on the July 12 Art Walk and looks forward to the next one in August.

Mayor Pro Tem Holtzclaw thanked the Labor Management Team and union bargaining team for coming to an agreement. He also looks forward to details of the fire district agreement to be presented.

July 25, 2017 REGULAR COUNCIL MEETING MINUTES

Councilmember Todd reported on the July SCC meeting and encouraged Council to review AWC's legislative bulletin.

- K.** City Manager
- Social Media Update
 - Recent Policies Implemented
 - Council Planning Schedule

City Manager Polizzotto introduced Communications & Marketing Director Joni Kirk who presented Council with a social media update.

City Manager Polizzotto introduced Director of Finance Peggy Lauerman who presented the 2nd quarter financial reports.

City Manager Polizzotto explained to Council that moving forward, updated policies that are administrative in nature will be included in their packet materials.

City Manager Polizzotto reviewed the Council Planning Schedule and reminded Council there will be no City Council meetings held in August. The notice has been prepared and is scheduled to go out this week.

Councilmember Kelly made a motion to extend the meeting to 9:00 p.m. Councilmember Bond seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION

- L.** There were no comments from the audience.

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- M.**
- Discussion of the performance of a public employee per RCW 42.30.110 (1)(g)
 - Discussion of the status of collective bargaining negotiations

The meeting recessed to executive session at 8:00 p.m. for up to one hour, which was subsequently extended.

At 9:00 p.m. Mayor Pro Tem Holtzclaw made a motion to extend the meeting up to 10:00 p.m. Councilmember Todd seconded the motion. The motion passed unanimously.

At 9:55 p.m. Mayor Pro Tem Holtzclaw made a motion to extend the meeting up to 10:30 p.m. Councilmember Kelly seconded the motion. The motion passed unanimously.

At 10:30 p.m. Mayor Pro Tem Holtzclaw made a motion to extend the meeting up to 11:00 p.m. Councilmember Michelson seconded the motion. The motion passed unanimously.

RECONVENE TO REGULAR SESSION

July 25, 2017 REGULAR COUNCIL MEETING MINUTES

N. The meeting reconvened to regular session at 11:00 p.m.

Mayor Pro Tem Holtzclaw made a motion to direct City Attorney Scott Missall to prepare an amendment to the City Manager's contract that would make the following changes.

- 1. Amend salary effective January 1, 2018 to \$170,000.**
- 2. Incorporate a provision into the contract that provides for a merit based compensation opportunity going forward that allows Council and the City Manager to establish goals and a process for merit based compensation in the future.**
- 3. Provide for a retention payment of 10% of the current salary with a clawback provision through 2019.**
- 4. Clearly state the City Manager is entitled to a cost of living adjustment.**
- 5. Severance provision to be extended, consistent with term of the retention payment.**
- 6. City Attorney to recommend any clean-up changes that Council considers part of the contract.**

Councilmember Kelly seconded the motion. The motion passed unanimously.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 11:10 p.m.

Pam Pruitt, Mayor

Peggy Lauerman, City Clerk

July 25, 2017 REGULAR COUNCIL MEETING MINUTES



MINUTES

City Council Special Meeting

6:00 PM - Monday, August 7, 2017

Council Chambers, 15728 Main Street, Mill Creek, WA 98012

Minutes are the official record of Mill Creek City Council meetings. Minutes document action taken at the council meeting, not what was said at the council meeting.

A recording of this City Council meeting can be found [here](#).
The agenda for this City Council meeting can be found [here](#).

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 6:00 p.m. and led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

*Pam Pruitt, Mayor
Brian Holtzclaw, Mayor Pro Tem
Sean Kelly, Councilmember
Donna Michelson, Councilmember
Vince Cavaleri, Councilmember
Mark Bond, Councilmember*

Councilmembers Absent:

Mike Todd, Councilmember

Councilmember Bond made a motion to excuse Councilmember Todd due to vacation. Councilmember Michelson seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION

B. There were no comments from the audience.

NEW BUSINESS

C. Approval of 2017-2020 Collective Bargaining Agreement Between the City of Mill Creek and AFSCME

City Manager Rebecca Polizzotto reviewed high level economic contract changes. She stated the union ratified the tentative agreement by a vote of the union membership prior to tonight's Council meeting.

Councilmember Cavaleri made a motion to approve the 2017-2020 Collective Bargaining Agreement between the City of Mill Creek and AFCSME and for the City Manager to execute the agreement. Councilmember Kelly seconded the

August 7, 2017 REGULAR COUNCIL MEETING MINUTES

motion. The motion passed unanimously.

- D.** Adoption of Pay and Classification Plan for Non-Represented and AFSCME Employees

City Manager Rebecca Polizzotto reviewed changes made since the last adoption in January. She stated changes include the COLA increase, positions anticipated but not yet recruited or hired, updated positions and classifications based on reorganizations, positions reclassified based on the updated AWC salary data and changes pursuant to contract negotiations.

Councilmember Cavaleri made a motion to adopt the proposed Pay and Classification Plan for Non-Represented and AFSCME Employees to be effective as of August 1, 2017. Councilmember Kelly seconded the motion. The motion passed unanimously.

CONSENT AGENDA

- E.** Extension of City Manager's Contract
- F.** Approval of Checks #57267 through #57329 and ACH Wire Transfers in the Amount of \$1,087,890.50
(Audit Committee: Councilmember Kelly and Councilmember Michelson)
- G.** Payroll and Benefit ACH Payments in the Amount of \$212,172.94
(Audit Committee: Councilmember Kelly and Councilmember Michelson)

Councilmember Kelly made a motion to approve the consent agenda. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION

- H.** There were no comments from the audience.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 6:11 p.m.

Pam Pruitt, Mayor

Peggy Lauerman, City Clerk

SEPTEMBER						
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	26 Council	27	28	29	30

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		

Tentative Council Meeting Agendas
Subject to change without notice

Last updated: September 6, 2017

September 26, 2017

(Agenda Summary due September 12)

- Presentation: Employee Milestones
- Astound Franchise Agreement
- Indigent Defense Contract
- ILA: Adaptive Traffic Signals
- Work Session:
 - Draft City Code & Policy – Public Records Act Compliance

October 3, 2017

(Agenda Summary due September 19)

- Work Session:
 - Code Revision – Repeal of Board of Appeals/Adjustment

October 10, 2017

(Agenda Summary due September 26)

- Work Session
 - Chapter 1 – Updated Personnel Policies and Procedures

October 24, 2017 – City Manager @ ICMA Conference

(Agenda Summary due October 10)

- Presentation: Body Camera Pilot Project.
- Presentation: Veterans Day Parade
- Quarterly Financial Report

November 7, 2017

(Agenda Summary due October 24)

- Health District Update – Jeff Ketchel

Work in Progress – Upcoming Agenda Items

- CIP Work Plan
- Fire Contract
- Guild Contract
- Snocom/Snopac Consolidation Updates
- Public Works Shop Design
- Development code change to allow redevelopment along Mill Creek Blvd/North Creek
- SERS Radio Acquisition Updates
- Partnerships with Everett School District
- Council Chambers Configuration
- Frontier Franchise Agreement (October)
- Traffic Calming Manual
- Presentation: Snohomish Conservation District