

**COUNCIL ORAL AMENDMENT SHEET**

***July 2, 2019 Council Meeting***

The oral amendment below to reconsidered Resolution No. R2019-81 was passed on a voice vote:

1. In Exhibit A, page 17 of 30, line 18, after the word “allocated” strike the language “, unless local rules or processes dictate a different person or process for making appointments, in which case those processes shall apply” to have the paragraph read as follows:

“Board Members shall be selected by the legislative body of the appointing authority or authorities to which a Board position is allocated.”

The amendment was moved by Councilmember Derek Young

1 Sponsored by: Councilmember Douglas G. Richardson  
2 Requested by: County Council  
3  
4  
5

6 **RESOLUTION NO. R2019-81**  
7  
8

9 **A Resolution of the Pierce County Council Authorizing the Pierce County**  
10 **Executive to Enter into an Interlocal Agreement Regarding**  
11 **South Sound 911; Approving the Formation of the South**  
12 **Sound 911 Public Authority by the City of Tacoma; and**  
13 **Approving Other Matters Related Thereto.**  
14

15 **Whereas**, Pierce County is a party to the Interlocal Agreement for  
16 Communications Services among the parties thereto (the "Original Interlocal  
17 Agreement"), which created an emergency communications joint operations agency  
18 pursuant to its terms and the terms of Chapter 39.34 of the Revised Code of  
19 Washington (RCW) (the "Interlocal Cooperation Act") known as South Sound 911 (the  
20 "Interlocal Agency"); and  
21

22 **Whereas**, the purpose of the Interlocal Agency is to serve as a consolidated  
23 entity to provide public safety communications services to Pierce County and the cities,  
24 fire protection districts, and other entities within Pierce County; and  
25

26 **Whereas**, after due consideration, the parties to the Original Interlocal  
27 Agreement have determined that it would be in the best interest of the public and the  
28 parties thereto for the Interlocal Agency to be effectively reorganized as a public  
29 development authority chartered under the provisions of Chapter 35.21 RCW; and  
30

31 **Whereas**, the City of Tacoma is expected to charter the public development  
32 authority that will assume the rights and responsibilities of the Interlocal Agency; and  
33

34 **Whereas**, after the transition of operations, employees, and services from the  
35 Interlocal Agency to the new public development authority, the Interlocal Agency will be  
36 dissolved; and  
37

38 **Whereas**, the Pierce County Council now desires to approve an Interlocal  
39 Agreement regarding South Sound 911 and related documents to facilitate the effective  
40 reorganization and subsequent dissolution as set forth herein, **Now Therefore**;

41  
42 **BE IT RESOLVED by the Council of Pierce County:**  
43  
44



1        Section 1. Approval; Execution. The Pierce County Council hereby approves  
2 the Interlocal Agreement Regarding South Sound 911 (the "Agreement") in substantially  
3 the form attached hereto as Exhibit A and incorporated herein by this reference. The  
4 Pierce County Executive is hereby authorized and directed to execute, on behalf of  
5 Pierce County, such Agreement in same or substantially the same form as that attached  
6 as Exhibit A hereto.

7  
8        Section 2. Approval of Charter. The Pierce County Council further approves (a)  
9 the chartering of the public development authority (the "Authority") by the City of  
10 Tacoma pursuant to the terms of its proposed charter, a form of which is attached as an  
11 exhibit to the Agreement, and (b) the transfer of all assets, rights and responsibilities of  
12 the Interlocal Agency to the Authority as contemplated by the Agreement and the  
13 Charter.

14  
15        Section 3. Further Authority; Ratification. All Pierce County officials, their  
16 agents, and representatives are hereby authorized and directed to undertake all action  
17 necessary or desirable from time to time to carry out the terms of, and complete the  
18 transactions contemplated by, this resolution. All acts taken pursuant to the authority of  
19 this resolution but prior to its effective date are hereby ratified.

20  
21        ADOPTED this 25<sup>th</sup> day of June, 2019. (see below)

22  
23 ATTEST:

PIERCE COUNTY COUNCIL  
Pierce County, Washington

24  
25  
26  
27 Denise D. Johnson  
28 Denise D. Johnson  
29 Clerk of the Council

Douglas G. Richardson  
Douglas G. Richardson  
Council Chair

30  
31 =====

32  
33 *The Council reconsidered, amended, and adopted Resolution No. R2019-81 on*  
34 *July 2, 2019.*

35  
36        ADOPTED this 2nd day of July, 2019.

37  
38 ATTEST:

PIERCE COUNTY COUNCIL  
Pierce County, Washington

39  
40  
41  
42 Denise D. Johnson  
43 Denise D. Johnson  
44 Clerk of the Council

Douglas G. Richardson  
Douglas G. Richardson  
Council Chair



**INTERLOCAL AGREEMENT REGARDING SOUTH SOUND 911**

THIS INTERLOCAL AGREEMENT REGARDING SOUTH SOUND 911 (this “Agreement”), dated as of \_\_\_\_\_, 2019 (the “Effective Date”), is made and entered into by and among PIERCE COUNTY, the CITY OF TACOMA, the CITY OF LAKEWOOD, the CITY OF FIFE, the CITY OF PUYALLUP and PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 3 (“WEST PIERCE FIRE & RESCUE”) (together, the “Parties” and each a “Party”).

**WHEREAS**, prior to November 2011, existing public safety communications systems, including public safety answering point (“PSAP”) facilities and radio system infrastructure, required updating and new technologies to meet future demands; and

**WHEREAS**, chapter 39.34 of the Revised Code of Washington (“RCW”) (the “Interlocal Cooperation Act”), authorizes the Parties to enter into an interlocal agreement for the joint provision of communication services; and

**WHEREAS**, Pierce County is an existing governmental structure encompassing the entire geographic, economic and population region to be served; and

**WHEREAS**, RCW 82.14.420 authorizes a county legislative authority to submit an authorizing proposition to the county voters in order to allow the county legislative authority to fix and impose a sales and use tax for the purpose of providing funds for emergency communications systems and facilities; and

**WHEREAS**, the Pierce County Council submitted such a proposition to the voters on November 8, 2011, and a majority of such voters approved such proposition, enabling the establishment of a new consolidated emergency communications agency; and

**WHEREAS**, RCW 82.14.420 requires that, prior to submitting such sales and use tax to the voters, a county with a population of more than five hundred thousand in which any city over fifty thousand operates emergency communication systems and facilities must enter into an interlocal agreement with such city to determine how the revenue will be distributed; and

**WHEREAS**, in order to comply with RCW 82.14.420, the original parties thereto entered into an Interlocal Agreement for Communications Services in 2011 (the “2011 Interlocal Agreement”); and

**WHEREAS**, the 2011 Interlocal Agreement established a new emergency communications joint operations agency pursuant to the terms of the Interlocal Cooperation Act known as South Sound 911 (the “Interlocal Agency”) to provide consolidated communications for all of Pierce County; and



1           **WHEREAS**, the 2011 Interlocal Agreement has been amended to add the City of Fife  
2 and the City of Puyallup as parties thereto (as amended, the “Original Interlocal Agreement”);  
3 and  
4

5           **WHEREAS**, the Interlocal Agency has operated as an independent joint operations agency  
6 of the public agencies that were originally or became a party to the Original Interlocal Agreement  
7 and receive communication services (the “Member Agencies”); and  
8

9           **WHEREAS**, after considering a variety of governance models for the Interlocal Agency,  
10 the Parties have determined that it is in the best interest of the Member Agencies and other entities  
11 receiving services from the Interlocal Agency pursuant to separate service contracts (the “Non-  
12 Member Agencies”), to continue to provide joint emergency communications services by  
13 reorganizing and reestablishing the Interlocal Agency as a public development authority formed  
14 under chapter 35.21 RCW; and  
15

16           **WHEREAS**, the City of Tacoma has agreed to charter the new public development  
17 authority to be known as the South Sound 911 Public Authority, d/b/a/ South Sound 911 (the  
18 “Authority” or “South Sound 911”); and  
19

20           **WHEREAS**, the Parties now desire to enter into this Agreement to support the chartering  
21 of the Authority by the City of Tacoma, the transition of operations, employees and services  
22 previously provided by the Interlocal Agency to the Authority, and to otherwise facilitate the  
23 effective reorganization of the Interlocal Agency as a public development authority; and  
24

25           **WHEREAS**, after the transition of operations, employees, and services from the Interlocal  
26 Agency to the Authority, the Original Interlocal Agreement shall terminate and the Interlocal  
27 Agency shall dissolve as set forth herein;  
28

29 **NOW THEREFORE**, the Parties agree as follows:  
30

- 31           **1. Recitals.** The foregoing recitals, including the definitions set forth therein, are  
32 incorporated into and are a part of this Agreement.  
33
- 34           **2. Definitions.** As used in this Agreement the words and phrases in this Section shall  
35 have the meanings indicated unless the context clearly requires otherwise.  
36
- 37           A. “Authority” or “South Sound 911” means the public development authority  
38 to be chartered by the City of Tacoma to serve as the successor to the  
39 Interlocal Agency.  
40
- 41           B. “Board” means the Governing Board of the Authority, as the same may be  
42 constituted from time to time.  
43
- 44           C. “Charter” means the Charter of the Authority, a form of which is attached  
45 hereto as Exhibit A, as it may be amended and restated from time to time.  
46
- 47           D. “Communication Services” has the meaning set forth in the Charter.  
48



- 1 E. "County" means Pierce County.  
2  
3 F. "Dissolution Date" has the meaning set forth in Section 6 of this Agreement.  
4  
5 G. "Interlocal Agency" means the interlocal agency formed pursuant to the  
6 Original Interlocal Agreement for the purposes described therein.  
7  
8 H. "Support Services" has the meaning set forth in the Charter.  
9  
10 I. "Transition Date" has the meaning set forth in Section 6 of this Agreement.  
11

12 **3. Purpose; Provision of Services.**  
13

- 14 A. The Interlocal Agency was formed to provide Communication Services and  
15 Support Services, as applicable, to Member Agencies and Non-Member  
16 Agencies either directly or by contract or similar agreement or arrangement.  
17  
18 B. The City of Tacoma has agreed to charter the Authority to serve as an  
19 independent public development authority pursuant to chapter 35.21 RCW  
20 and its formation documents to provide the services previously provided by  
21 the Interlocal Agency.  
22  
23 C. The purpose of this Agreement is to facilitate the transition of the assets,  
24 employees, powers and liabilities of the Interlocal Agency to the Authority  
25 and to subsequently terminate the Original Interlocal Agreement and  
26 dissolve the Interlocal Agency.  
27

28 **4. Authorization.** The Parties hereby authorize and approve (i) the chartering of the  
29 Authority by the City of Tacoma, (ii) the form of Charter for the Authority, a form  
30 of which is attached hereto as Exhibit A and incorporated herein by this reference;  
31 (iii) the transfer of all property and any and all other equipment, technology, assets  
32 and/or funds of the Interlocal Agency to the Authority, (iv) the transfer of all  
33 operations, employees and services previously provided by the Interlocal Agency  
34 to the Authority; and (v) all acts and things necessary to effectively reorganize and  
35 reestablish the Interlocal Agency as a public development authority formed under  
36 the terms of chapter 35.21 RCW.  
37

38 **5. Conditions.** Notwithstanding anything to the contrary in this Agreement, the  
39 transition as contemplated herein on the Transition Date and the dissolution of the  
40 Interlocal Agency on the Dissolution Date shall be subject to the following  
41 conditions precedent:  
42

- 43 A. The City of Tacoma shall have chartered the Authority, the Board shall have  
44 been appointed as provided in the enabling ordinance authorizing the  
45 formation of the Authority and its Charter, and the first organizational  
46 meeting shall have been held.  
47



1 B. This Agreement shall have been approved by each of the Parties hereto.

2  
3 C. The County and the Authority (and other parties as determined to be  
4 necessary) shall have authorized one or more agreements for the distribution  
5 of revenue from (i) the sales and use tax approved by the voters and imposed  
6 by the County pursuant to RCW 82.14.420, as it may be amended from time  
7 to time, and (ii) the enhanced 911 excise tax imposed by the County  
8 pursuant to chapter 82.14 RCW, as it may be amended from time to time.  
9

10 **6. Transition and Dissolution Dates.** The Parties hereby authorize the Board to  
11 determine, in its sole discretion, a transition date (the "Transition Date") and a  
12 subsequent dissolution date (the "Dissolution Date") for the Interlocal Agency.  
13 Such dates shall be established by resolution of the Board and approved by majority  
14 vote.  
15

16 The Transition Date and the Dissolution Date shall be dates that are determined by  
17 the Board to be in the best interest of the Interlocal Agency to facilitate its transition  
18 to the Authority; provided, however, such dates shall occur prior to December 31,  
19 2019. If the transfer and dissolution contemplated herein shall have not occurred  
20 by such date, the Interlocal Agency shall continue to exist and operate under the  
21 terms of the Original Interlocal Agreement until further action is taken by the  
22 Parties hereto.  
23

24 **7. Transition.** At 12:01 a.m. on the Transition Date:

25  
26 A. All employees of the Interlocal Agency shall become employees of the  
27 Authority upon the same terms, conditions, employment rules, and personnel  
28 policies then in existence under the Interlocal Agency immediately prior to  
29 the Transition Date, as allowed by law. The Executive Director of the  
30 Interlocal Agency shall serve as the initial Director (as defined in the Charter)  
31 of the Authority.  
32

33 B. All contracts and leases with the Interlocal Agency shall be assigned to the  
34 Authority as successor to such entity. Any contract that is not transferrable  
35 will be held for renegotiation of the terms to maintain the contracted product  
36 or service with the Interlocal Agency.  
37

38 C. All property and any and all other equipment, technology, assets and/or  
39 funds of the Interlocal Agency shall transfer to the Authority.  
40

41 D. All existing services and functions provided by the Interlocal Agency will  
42 effectively remain unchanged after the Transition Date.  
43

44 E. The Authority staff will maintain its operations in the current facility subject  
45 to future changes by the Board.  
46



1       **8. Dissolution; Waiver.** Pursuant to Section 14 of the Original Interlocal Agreement,  
2 the Parties hereto agree that on the Dissolution Date the Original Interlocal  
3 Agreement shall be dissolved and from such date the Interlocal Agency shall  
4 terminate and cease to exist, except as otherwise needed to negotiate any  
5 outstanding contracts that may not be immediately assigned to the Authority and  
6 otherwise wind up its affairs.  
7

8       The Parties further agree to waive the dissolution provisions in Section 14 of the  
9 Original Interlocal Agreement and to have all property and any and all other  
10 equipment, technology, assets and/or funds of the Interlocal Agency which would  
11 otherwise be returned to the respective Party or disposed of under such section be  
12 transferred to the Authority.  
13

14       **9. Service Contracts.** The Parties hereto acknowledge and agree that they will enter  
15 into service contracts or agreements with the Authority to receive Communication  
16 Services, Support Services, and other services from time to time as needed.  
17

18       **10. Miscellaneous Provisions.**  
19

20       A.     Waiver. No waiver of any breach of this Agreement by the Parties hereto  
21 shall be held to be a waiver of any other or subsequent breach. Failure of  
22 the Parties to enforce any of the provisions of this Agreement or to require  
23 performance of any of the provisions herein shall in no way be construed to  
24 be a waiver of such conditions, nor in any way effect the validity of this  
25 Agreement or any part hereof, or the right of the Parties to hereafter enforce  
26 each and every such provision.  
27

28       B.     Severability. In the event any provision of this Agreement shall be declared  
29 by a court of competent jurisdiction to be invalid, illegal, or unenforceable,  
30 the validity, legality and enforceability of the remaining provisions shall  
31 not, in any way, be affected or impaired thereby.  
32

33       C.     Filing of Agreement; Term. This Agreement shall become effective as of  
34 the Effective Date after it is duly adopted by the legislative authority of the  
35 Parties hereto, executed by the Parties hereto and, pursuant to  
36 RCW 39.34.040, upon recording this Agreement or posting this Agreement  
37 on a Party's web site or other electronically retrievable public source.  
38

39       The purpose of this Agreement is to facilitate the transition of the assets,  
40 employees, powers and liabilities of the Interlocal Agency to the Authority  
41 and to subsequently terminate the Original Interlocal Agreement and  
42 dissolve the Interlocal Agency. After such actions have been accomplished,  
43 this Agreement shall terminate without further action of the Parties hereto.  
44

45       D.     Amendment. This Agreement may be amended by the mutual consent of  
46 the Parties hereto. No additions to or alterations of the terms of this  
47 Agreement shall be valid unless made in writing, formally approved and  
48 executed by duly authorized agents of all Parties.



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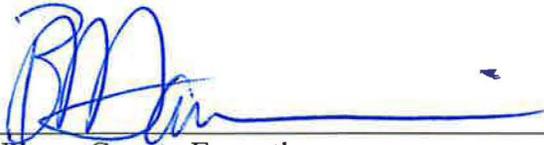
- E. Operation of Authority. Each Party hereto further authorizes the City of Tacoma to operate the Authority within its corporate limits.
  
- F. No Separate Legal Entity. No joint board, separate legal or administrative entity within the meaning of RCW 39.34.030(3) is hereby created pursuant to this Agreement.
  
- G. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**NOTE: EACH PARTY WILL SIGN A SEPARATE SIGNATURE PAGE.**

**PIERCE COUNTY  
SIGNATURE PAGE**

Pierce County:

By  7/3/19  
Pierce County Executive Date

Approved as to legal form only:

By  7-2-2019  
Deputy Prosecuting Attorney Date

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Exhibit A  
Form of Charter

**CHARTER**  
**OF**  
**SOUTH SOUND 911 PUBLIC AUTHORITY**



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**CHARTER  
OF  
SOUTH SOUND 911 PUBLIC AUTHORITY**

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**ARTICLE I**

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**NAME AND SEAL**

The name of this corporation shall be the “SOUTH SOUND 911 PUBLIC AUTHORITY”, d/b/a/ “South Sound 911” (referred to herein as the “Authority” or “South Sound 911”). The corporate seal of the Authority shall be a circle with its name and the word “SEAL” inscribed therein.

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**ARTICLE II**

**AUTHORITY FOR SOUTH SOUND 911: LIMIT ON LIABILITY**

**Section 1. Authority.**

The Authority is a public corporation organized pursuant to Ordinance No. \_\_\_\_\_ of the City of Tacoma, Washington (the “City”) adopted on \_\_\_\_\_, 2019, as existing or as hereinafter amended (the “Enabling Ordinance”), and pursuant to the Revised Code of Washington (“RCW”) 35.21.730 through 35.21.755, as the same now exists or may hereafter be amended, or any successor act or acts.

The Authority is formed at the request of Pierce County (the “County”), the City of Lakewood (“Lakewood”), the City of Fife (“Fife”), the City of Puyallup (“Puyallup”), and Pierce County Fire Protection District No. 3 (West Pierce Fire & Rescue) (“West Pierce Fire”) and together with the City (the “Parties”). As further stated herein and in the Enabling Ordinance, the purpose of the Authority is to assume the rights and responsibilities of and to otherwise serve as the successor to the emergency communications joint operations agency known as South Sound 911 (the “Interlocal Agency”) formed pursuant to an Interlocal Agreement for Communications Services among the Parties, as amended (the “Original ILA”), and chapter 39.34 of the Revised Code of Washington (“RCW”) (the “Interlocal Cooperation Act”).

Parties to the Original ILA agreed that the Authority shall assume all of the real and personal property and any and all other equipment, technology, assets and/or funds of Interlocal Agency, and all contracts, obligations, operations, functions, employees and powers previously held by the Interlocal Agency.

**Section 2. Limitation on Liability.**

All debts, obligations and liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against the City or any other public or private entity or agency on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by such public or private entity or agency.



1 **Section 3. Mandatory Disclaimer.**

2 The following disclaimer shall be posted in a prominent place where the public may readily see  
3 it in the Authority’s principal and other offices. It shall also be printed or stamped on all contracts,  
4 bonds and other documents that may entail any debt or liability by the Authority. Failure to  
5 display, print or stamp the statement required by this Section shall not be taken as creating any  
6 liability for any entity other than the Authority.

7 South Sound 911 is organized pursuant to Ordinance No. \_\_\_ of the City of  
8 Tacoma, Washington adopted on \_\_\_\_\_, and RCW 35.21.730 through  
9 35.21.755, each as existing or as hereinafter amended. All liabilities incurred by  
10 South Sound 911 shall be satisfied exclusively from the assets and properties of  
11 South Sound 911 and no creditor or other person shall have any right of action  
12 against the City of Tacoma or any other public or private entity or agency on  
13 account of any debts, obligations, or liabilities of South Sound 911 unless  
14 explicitly agreed to in writing by such public or private entity or agency.

15  
16 RCW 35.21.750 provides as follows: “[A]ll liabilities incurred by such public  
17 corporation, commission, or authority shall be satisfied exclusively from the assets  
18 and properties of such public corporation, commission, or authority and no  
19 creditor or other person shall have any right of action against the city, town, or  
20 county creating such corporation, commission, or authority on account of any  
21 debts, obligations or liabilities of such public corporation, commission, or  
22 authority.”

23  
24 Any Contract Agency (as defined below) may, by ordinance, resolution or contract or pursuant  
25 to interlocal agreement, agree to pay (on a contingent basis or otherwise), all or any portion of the  
26 obligations of the Authority; however, (1) no Contract Agency shall be obligated beyond the  
27 proportion or sum specified by ordinance, resolution, contract or agreement, and (2) no Contract  
28 Agency shall be obligated, directly or indirectly for the obligations of any other Contract Agency.

29  
30 **ARTICLE III**

31  
32 **DURATION OF AUTHORITY**

33  
34 The duration of this corporation shall be perpetual.

35  
36 **ARTICLE IV**

37  
38 **PURPOSE OF AUTHORITY**

39  
40 The purpose of the Authority is to provide an independent legal entity under RCW 35.21.730-  
41 .755 and the Enabling Ordinance for the purposes of:

42  
43 **1.** Serving as the successor to and providing services previously provided by the  
44 Interlocal Agency, including but not limited to the following:  
45





1 excise taxes, and accepting fees and assessments as consideration for Communication  
2 Services, Support Services and other services;

3  
4 4. Contract with one or more of the Contract Agencies, and/or other entities from  
5 time to time to accomplish the purposes of the Authority, including but not limited to  
6 agreements for the management and operation of the Authority; agreements to provide  
7 Communication Services and/or Support Services to Contract Agencies (“Service  
8 Agreements”); and agreements for the transfer of assets, equipment, and intellectual  
9 property used by any such parties. Unless otherwise approved by the Board, Service  
10 Agreements shall provide that the agreement may be terminated by the Contract Agency  
11 only upon receipt of prior written notice of termination by the Contract Agency to the  
12 Board by September 1 of any year, to be effective at the end of the following calendar  
13 year;

14  
15 5. Establish rates, charges and/or fees for providing Communication Services,  
16 Support Services and other services to Contract Agencies and as necessary from time to  
17 time.

18  
19 6. Hold, review, renew and update FCC licenses held by the Authority and assist  
20 with reviewing, renewing and updating FCC licenses held by Contract Agencies, upon  
21 request;

22  
23 7. Provide and implement such municipal services and functions as needed to carry  
24 on the functions and responsibilities of the Interlocal Agency;

25  
26 8. Transfer any funds, real or personal property, property interests, or services, with  
27 or without consideration;

28  
29 9. Receive and administer property, funds, goods, or services for any lawful public  
30 purpose;

31  
32 10. Purchase, acquire, lease, exchange, mortgage, encumber, improve, use, manage,  
33 or otherwise transfer or grant security interests in real or personal property or any interests  
34 therein; grant or acquire options on real and personal property; and contract regarding the  
35 income or receipts from real property;

36  
37 11. Secure public or private financial assistance for Authority projects and activities;

38  
39 12. Contract for, lease, and accept transfers, gifts or loans of funds or property from  
40 the United States, a state, and any political subdivision or agency of either, including  
41 property acquired by any such governmental unit through the exercise of its power of  
42 eminent domain, and from corporations, associations, individuals or any other source, and  
43 to comply with the terms and conditions therefor;

44  
45 13. Manage, on behalf of the United States, a state, and any political subdivision or  
46 agency of either, any property acquired by such entity through gift, purchase,  
47 construction, lease, assignment, default, or exercise of the power of eminent domain;

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- 1 14. Initiate, carry out, and complete such improvements of benefit to the public  
2 consistent with this Charter as the United States, a state, and any political subdivision or  
3 agency of either may request;
- 4
- 5 15. Control the use and disposition of corporate property, assets, and credit;
- 6
- 7 16. Invest and reinvest its funds;
- 8
- 9 17. Maintain books and records as appropriate for the conduct of its affairs and make  
10 such books and records available as required by law;
- 11
- 12 18. Conduct corporate affairs, carry on its operations, and use its property as allowed  
13 by law and consistent with the Enabling Ordinance, this Charter and the Authority's  
14 bylaws (the "Bylaws"); designate agents, and engage employees, prescribing their duties,  
15 qualifications, and compensation; and secure the services of consultants for professional  
16 services, technical assistance, or advice;
- 17
- 18 19. Exercise any power granted to the Authority under the Enabling Ordinance and  
19 any other applicable ordinance, except as expressly limited by the terms of this Charter;
- 20
- 21 20. Issue bonds, notes, and other evidences of indebtedness, including for refunding  
22 purposes, from time to time;
- 23
- 24 21. Sue or be sued;
- 25
- 26 22. Do anything a natural person may do; and
- 27
- 28 23. Exercise and enjoy such additional powers as may be authorized by law.

## 30 ARTICLE VI

### 31 LIMITS ON POWERS

32 The Authority in all activities and transactions shall be limited in the following respects:

- 33
- 34 1. The Authority shall have no power of eminent domain nor any power to levy taxes.
- 35
- 36 2. The Authority may not incur or create any liability that permits recourse by any  
37 contracting party or member of the public against any assets, services, resources, or credit  
38 of the City or any other public or private entity, unless otherwise explicitly agreed to in  
39 writing by such entity.
- 40
- 41
- 42 3. Except as otherwise provided by law, no funds, assets, or property of the Authority  
43 shall be used for any partisan political activity or to further the election or defeat of any  
44 candidate for public office; nor shall any funds or a substantial part of the activities of the  
45 Authority be used for publicity or educational purposes designed to support or defeat  
46 legislation pending before the Congress of the United States, or any state legislature or  
47 any governing body of any political entity.
- 48



1  
2 4. All funds, assets, or credit of the Authority shall be applied toward or expended  
3 upon services, projects, and activities authorized by this Charter. No part of the net  
4 earnings of the Authority shall inure to the benefit of, or be distributable as such to,  
5 members of the hereinafter defined Board (“Board Members”), officers or other private  
6 persons, except that the Authority is authorized and empowered to:

7  
8 a. Reimburse Board Members, employees and others performing services for  
9 the Authority reasonable expenses actually incurred in performing their duties,  
10 and compensate employees and others performing services for the Authority a  
11 reasonable amount for services rendered;

12  
13 b. Assist Board Members or employees as members of a general class of  
14 persons to be assisted by a corporate-approved project or activity to the same  
15 extent as other members of the class as long as no special privileges or treatment  
16 accrues to such Board Members or employees by reason of his or her status or  
17 position in the Authority;

18  
19 c. To the extent permitted by law, defend and indemnify any current or  
20 former Board Member or employees as provided herein;

21  
22 d. Purchase insurance to protect and hold personally harmless any current or  
23 former Board Member or employee and their successors from any action, claim,  
24 or proceeding instituted against the foregoing individuals arising out of the  
25 performance, of duties for, or employment with, the Authority and to hold these  
26 individuals harmless from any expenses connected with the defense, settlement,  
27 or monetary judgments from such actions, claims, or proceedings. The purchase  
28 of such insurance and its policy limits shall be discretionary with the Board  
29 Members, and such insurance shall not be considered to be compensation to the  
30 insured individuals. The powers conferred by this subsection shall not be  
31 exclusive of any other powers conferred by law to purchase liability insurance;  
32 and

33  
34 e. Sell assets for a consideration greater than their reasonable market value  
35 or acquisition costs, charge more for services than the expense of providing them,  
36 or otherwise secure an increment in a transaction, or carry out any other transaction  
37 or activity, as long as such gain is not the object or purpose of the Authority’s  
38 transactions or activities and is applied to or expended upon services, projects, and  
39 activities as aforesaid.

40  
41 5. The Authority shall not issue shares of stock, pay dividends, make private  
42 distribution of assets, make loans to its Board Members or employees or otherwise engage  
43 in business for private gain.  
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**ARTICLE VII**

**ORGANIZATION**

**Section 1. Governing Board.**

The management of all the Authority affairs shall reside in the Governing Board (the “Board”). The Board of the Authority shall be composed of 11 members, including eight Board Members appointed by city and county Contract Agencies, and three members appointed by fire district Contract Agencies.

For purposes of this Charter, “fire district” Contract Agencies include municipal corporations formed as fire districts or regional fire authorities under State law and 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.

Board Members shall be selected by the legislative body of the appointing authority or authorities to which a Board position is allocated.

The city and county Contract Agencies shall be allocated eight Board seats as follows:

1. The two city and county Contract Agencies with the largest annual assessment charged to each Contract Agency by the Authority attributable to the provision of Communications Services (“Communications Assessment”) among all city and county Contract Agencies in the most recently approved annual budget approved by the Board to fund the Authority operations (the “Budget”) shall each be allocated two seats. Communications Assessments are intended to be a subset of the overall range of assessments and/or fees that the Authority may impose. For the sake of clarification, for instance, technology assessments are not included in the definition of Communications Assessment. As used herein, “Assessment” includes the annual charges to Contract Agencies for services provided by the Authority, calculated in accordance with a formula (the “Assessment Formula”) approved from time to time by the Board.

2. The city and county Contract Agencies with the third and fourth largest Communications Assessment among all city and county Contract Agencies in the most recently approved Budget shall each be allocated one seat.

3. The city and county Contract Agencies with the fifth, sixth and seventh largest Communications Assessment among all city and county Contract Agencies in the most recently approved Budget shall be allocated two seats to share and shall vote on behalf of and represent all other city Contract Agencies with smaller Communications Assessments.

The Fire District Contract Agencies shall be allocated three Board seats as follows:

1. The two fire district Contract Agencies with the largest Communications Assessment in the most recently approved Budget shall each be allocated one seat.



2. All other fire district Contract Agencies shall share one seat to be appointed by the Pierce County Fire Commissioner’s Association; provided, however, the appointee may not be employed by a jurisdiction with a separate Board appointee.

A member of the Board must be an elected official from the Contract Agency to which the Board seat is allocated, and may only serve for such a time that he or she is duly appointed and acting in the capacity they represent.

The following chart is intended to illustrate the Board composition described above:

Relative size of most recent approved Communications Assessment	# of Board Seats	Appointing Authority
<b>As among City and County Contract Agencies</b>		
1 <sup>st</sup> largest communications assessment	2	City or County Council
2 <sup>nd</sup> Largest communications assessment	2	City or County Council
3 <sup>rd</sup> largest communications assessment	1	City or County Council
4 <sup>th</sup> largest communication assessment	1	City or County Council
5 <sup>th</sup> , 6 <sup>th</sup> and 7 <sup>th</sup> largest communications assessments	2	City Councils of the three jurisdictions, by joint resolution
<b>As among Fire District Contract Agencies</b>		
1 <sup>st</sup> largest communications assessments	1	Board of Fire Commissioners
2 <sup>nd</sup> largest communications assessment	1	Board of Fire Commissioners
All Fire District Contract Agencies with small communications assessments	1	Pierce County Fire Commissioners Association Board

**Section 2. Tenure of Board Members.**

Board Members shall be appointed for three-year terms. There shall be no restriction on Board Members serving successive terms. The initial Board members confirmed by the Enabling Ordinance shall serve through February 2022. Board member appointments shall be made by appointing jurisdictions no later than February 15 of the year in which a new Board will be seated.

The Director shall issue notice to all Contract Agencies by October 15 of the year preceding appointment of the next slate of Board members, setting forth the ranking of member agencies in terms of the most recently approved Communications Assessments for the purpose of confirming which Contract Agencies have appointment authority for the upcoming Board appointments. The initial Board will be seated based on appointments submitted in advance by the legislative body of each appointing authority (city, county, fire district, and the Pierce County Fire Commissioner’s Association).

**Section 3. Alternates.**

The legislative body of each Contract Agency, group of Contract Agencies or agency (Pierce County Fire Commissioner’s Association) appointing a Board member shall also appoint an alternate (“Alternate”) to serve in the absence of each such appointed Board Member. An



1 Alternate must be an elected official from the Contract Agency(s) to which the Board seat is  
2 allocated or may alternately be any individual with the following qualifications from such  
3 appointing Contract Agency(s): chief executive officer; chief administrative officer; chief law  
4 enforcement officer or fire chief from the appointing jurisdiction(s) or a person directly reporting  
5 to such individuals. An Alternate may only serve for such time that he or she is duly appointed  
6 and acting in a qualified capacity as described in this Section. Policies regarding Alternates and  
7 attendance at meetings shall be provided for in the operating policies and/or Bylaws of the Board.  
8

9 **Section 4. Vacancy on the Governing Board.**

10  
11 A vacancy or vacancies on the Board shall be deemed to exist in case of the death, disability,  
12 resignation, removal, or forfeiture of membership as provided herein. Vacancies during and at  
13 the expiration of the term of a Board Member shall be filled for the unexpired term as soon as  
14 possible in the same manner as initial appointments.  
15

16 **Section 5. Quorum.**

17  
18 At all meetings of the Board, a quorum of the Board must be in attendance in order to do business  
19 on any issue. A quorum shall be defined as a majority of the Board members in number, excluding  
20 any Board member whose voting rights have been suspended due to delinquency in payment of  
21 assessments, or who has given notice of withdrawal or has been terminated as a member by vote  
22 of the Board.  
23

24 **Section 6. Voting Requirements.**

25  
26 The Board shall strive to operate by consensus. Each individual member of the Board shall be a  
27 voting member and shall have one vote, except on Supermajority Vote items. All Board decisions  
28 on items not listed in Section 7 below require a Simple Majority Vote for approval, defined as not  
29 less than a majority of the Board members present and voting.  
30

31 A Board Member may not split his or her vote on an issue. No voting by proxies or mail-in ballots  
32 is allowed. Voting by a designated Alternate is not considered a vote by proxy. A Board Member  
33 representing a Contract Agency that has given notice of an intent to terminate its Service Contract  
34 with the Authority or whose Service Contract been terminated by vote of the Board shall be  
35 authorized to cast votes only on budget items to be implemented prior to the Service Contract  
36 termination date.  
37

38 **Section 7. Supermajority Votes.**

39  
40 The following Board decisions must be approved by a Supermajority Vote of Board Members: (1)  
41 issuance of debt by the Authority or by a Contract Agency on behalf of the Authority; (2)  
42 appointment of the Director (but not firing); (3) amendments to the Bylaws; (4) proposed  
43 amendments to this Charter subject to approval by the Tacoma City Council; (5) expanding the  
44 scope of services to be provided by the Authority; (6) merger, consolidation or dissolution of the  
45 Authority or sale of all or substantially all of its assets; and (7) acquisition or execution of a long-  
46 term (20 years or more) lease of real property.  
47



1 A "Supermajority Vote" is defined as Board approval of an item accomplished by securing  
2 affirmative votes of not less than two-thirds/66% of the Weighted Vote of all members of the  
3 Board.

4  
5 A "Weighted Vote" means a vote in which each Board member's vote is counted according to the  
6 proportion its respective Board member's Communications Assessments payable in the current  
7 budget year, bears to the total Communications Assessments payable for such year by all Contract  
8 Agencies; provided that a single Board member representing multiple Contract Agencies shall  
9 have a weighted vote equal to the weight of all agencies he or she represents; provided further that  
10 where two Board members represent multiple Contract Agencies, each Board member has a  
11 weighted vote equal to one half of the Weighted Vote of all Contract Agencies represented.

12  
13 For the sake of clarity, Supermajority Votes and Weighted Votes shall be determined based on the  
14 respective Board Member's Communications Assessment, and shall not take into account Contract  
15 Agencies that do not have a representative seat on the Board (such as federal agencies).

16  
17 The Board may suspend the voting rights of any Board member whose appointing Contract  
18 Agency is delinquent in payment of assessments, until such time as the appointing Contract  
19 Agency is no longer delinquent and has paid any associated penalties. In the case of a Board  
20 member representing multiple agencies, the other represented non-delinquent agencies' votes may  
21 be cast by a duly appointed Alternate whose appointing agency is not delinquent in payments.

22  
23 **Section 8. Changes in Assessment Formula.**

24  
25 Changes in the Assessment Formula may be approved by a Simple Majority Vote of the Board,  
26 provided however, that at least one Board Member representing a Fire District and one Board  
27 Member representing the County or a City must vote in favor of the proposed change.

28  
29 **Section 9. Actions Requiring Approval by Resolution of the Board.**

30  
31 Review and approval of Board by resolution shall be necessary for any of the following actions:

- 32  
33 1. Adoption of or amendments to the Bylaws;  
34  
35 2. Recommending amendments to this Charter subject to approval by the Tacoma City  
36 Council;  
37  
38 3. Consistent with the Enabling Ordinance, this Charter determines what services the  
39 Authority shall offer and under what terms they shall be offered. Any change in any service  
40 provided or a material change to the term of a service contract shall be by resolution;  
41  
42 4. Appointment of the Director (as defined herein);  
43  
44 5. Review and adoption of the annual Budget and amendments;  
45  
46 6. Purchase, receipt, lease, receipt by gift, or other acquisition, ownership,  
47 improvement, use and other management of and with real or personal property, or any interest  
48 therein, in the name of the Authority;



1  
2 7. Sale, conveyance, mortgage, pledge, lease, exchange, transfer, or other disposition  
3 of the Authority property and assets;

4  
5 8. Review and adoption of purchasing and financial policies;

6  
7 9. Establish time and place of regular meetings of the Board;

8  
9 10. Contracts incurring debt, issuance of notes, debentures or bonds, and mortgaging  
10 or pledging the Authority assets or credit to secure the same; and

11  
12 11. Approval or amendment of the Assessment Formula.

13  
14 **Section 10. Right to Indemnification.**

15  
16 Each person who was, or is threatened to be made a party to or is otherwise involved (including,  
17 without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether  
18 civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a  
19 Board Member or employee of the Authority, whether the basis of such proceeding is alleged  
20 action in an official capacity as a director, trustee, officer, employee, or agent, or in any other  
21 capacity, shall be indemnified and held harmless by the Authority to the full extent permitted by  
22 applicable law as then in effect, against all expense, liability and loss (including attorneys' fees,  
23 judgments, fines and amounts to be paid in settlement) actually and reasonably incurred or  
24 suffered by such person in connection therewith, and such indemnification shall continue as to a  
25 person who has ceased to be in such position and shall inure to the benefit of his or her heirs,  
26 executors and administrators; provided, however, that except as provided in this Section, with  
27 respect to proceedings seeking to enforce rights to indemnification, the Authority shall indemnify  
28 any such person seeking indemnification in connection with a proceeding (or part thereof)  
29 initiated by such person only if such proceeding (or part thereof) was authorized by the Governing  
30 Board; provided, further, the right to indemnification conferred in this Section shall be a contract  
31 right and shall include the right to be paid by the Authority the expenses incurred in defending  
32 any such proceeding in advance of its final disposition; provided, however, that the payment of  
33 such expenses in advance of the final disposition of a proceeding shall be made only upon delivery  
34 to the Authority of an undertaking, by or on behalf of such person, to repay all amounts so  
35 advanced if it shall ultimately be determined that such person is not entitled to be indemnified  
36 under this Section or otherwise.

37  
38 Provided, that the foregoing indemnity shall not indemnify any person from or on account of:

39  
40 1. Acts or omissions of such person finally adjudged to be intentional misconduct or  
41 a knowing violation of law; or

42  
43 2. Any transaction with respect to which it was finally adjudged that such person  
44 personally received a benefit in money, property, or services to which such person was  
45 not legally entitled.

46  
47 If a claim under this Section is not paid in full by the Authority within sixty (60) days  
48 after a written claim has been received by the Authority, except in the case of a claim for



1 expenses incurred in defending a proceeding in advance of its final disposition, in which  
2 case the applicable period shall be twenty (20) days, the claimant may at any time  
3 thereafter bring suit against the Authority to recover the unpaid amount of the claim and,  
4 to the extent successful in whole or in part, the claimant shall be entitled to be paid also  
5 the expense of prosecuting such claim. The claimant shall be presumed to be entitled to  
6 indemnification under this Section upon submission of a written claim (and, in an action  
7 brought to enforce a claim for expenses incurred in defending any proceeding in advance  
8 of its final disposition, where the required undertaking has been tendered to the  
9 Authority), and thereafter the Authority shall have the burden of proof to overcome the  
10 presumption that the claimant is so entitled. Neither the failure of the Authority (including  
11 the Governing Board or independent legal counsel) to have made a determination prior to  
12 the commencement of such action that indemnification of or reimbursement or  
13 advancement of expenses to the claimant is proper nor a determination by the Authority  
14 (including its Governing Board or independent legal counsel) that the claimant is not  
15 entitled to indemnification or to the reimbursement or advancement of expenses shall be  
16 a defense to the action or create a presumption that the claimant is not so entitled.

17  
18 The right of indemnification and the payment of expenses incurred in defending a  
19 proceeding in advance of its final disposition conferred in this Section shall not be  
20 exclusive of any other right which any person may have or hereafter acquire under any  
21 statute, provision of this Charter, any agreement, any Bylaws, or otherwise.

22  
23 The Authority shall maintain in full force and effect public liability insurance in an amount  
24 sufficient to cover potential claims for bodily injury, death or disability and for property  
25 damage, which may arise from or be related to projects and activities of the Authority, its  
26 Governing Board, staff and employees.

27  
28 **Section 11. Code of Ethics Policy.**

29  
30 Board Members shall conduct themselves in accordance with all applicable laws, including but  
31 not limited to, chapter 42.23 RCW (the Code of Ethics for Municipal Officers) and policies of  
32 the Authority. The Board shall adopt a code of ethics policy for Board Members that shall, among  
33 other provisions, include a conflicts of interest policy and require an individual annual disclosure  
34 statement.

35  
36 **ARTICLE VIII**

37  
38 **OFFICERS**

39  
40 **Section 1. Officers.**

41  
42 The Board Members shall annually each February elect from among themselves the following  
43 officers: Chairperson, and Vice Chairperson. The Chairperson and the Vice Chairperson may not  
44 be the same person. The term of any officer shall expire at such time as such officer's membership  
45 on the Board ceases or terminates, or at such sooner time as the term of office expires and the  
46 office has been filled by appointment or reappointment. The Authority may, under Article X of  
47 this Charter, adopt Bylaws providing for additional officers, and, to the extent not inconsistent  
48 with this Charter, may adopt Bylaws governing the offices and tenure of officers; the number of



1 positions, powers and duties, and term of each office; the manner of appointment, selection, or  
2 election of office holders and the appointing, selection, or electing authority; performance of  
3 duties of the office upon illness, death, incapacity, or absence of the officer; the filling of  
4 vacancies; and any qualification for the office and conditions upon exercising its powers. Nothing  
5 prevents the Board from appointing Co-Chairpersons, or combining the offices of Chairperson  
6 and Vice Chairperson into co-chairs.

7  
8 **Section 2. Committees.**

9  
10 The appointment of committees shall be provided for in the Bylaws or policies approved by the  
11 Board.

12  
13 **Section 3. Duties of Officers.**

14  
15 Subject to the control of the Board, the Chairperson shall have general supervision, direction and  
16 control of the business and affairs of the Authority. On matters decided by the Authority, the  
17 signature of the Chairperson alone is sufficient to bind the corporation. The Vice-Chairperson  
18 shall perform the duties of the Chairperson without further authorization in the event the  
19 Chairperson is unable to perform the duties of the office due to absence, illness, death, or other  
20 incapacity, and shall discharge such other duties as pertain to the office as prescribed by the  
21 Board.

22  
23 **Section 4. Administration.**

24  
25 The Board may appoint, designate, employ, and remove an executive director (“Director”) of the  
26 Authority. The Director shall be responsible to the Board for the administration of the affairs of  
27 the Authority as may be authorized from time to time by resolution of the Board. The Director  
28 may be authorized or delegated by the Authority to: (i) supervise and be responsible for the  
29 effective management of the administrative affairs of the Authority; (ii) sign documents and  
30 contracts on behalf of the Authority; and (iii) perform such other duties as delegated or assigned  
31 by the Board.

32  
33 It is anticipated by the parties to the Original ILA that the Executive Director of the Interlocal  
34 Agency at the time of formation of the Authority shall serve as the initial Director of the  
35 Authority.

36  
37 **ARTICLE IX**

38  
39 **COMMENCEMENT OF AUTHORITY**

40  
41 The Authority shall come into existence and be authorized to take action at such time as this  
42 Charter is approved by the Tacoma City Council and the first organizational meeting of the Board  
43 is held.



1 **ARTICLE X**

2 **BYLAWS**

3  
4  
5 The Authority may adopt Bylaws from time to time to provide rules for governing the Authority  
6 and its activities that are not inconsistent with this Charter.

7  
8 **ARTICLE XI**

9  
10 **MEETINGS**

11  
12 **Section 1. Time and Place of Meetings.**

13  
14 Regular meetings of the Board shall be held at least four times per year at a regular time and place  
15 to be determined by the Board by resolution. No later than the last regular meeting of the calendar  
16 year, the Board shall adopt a resolution specifying the date, time and place of regular meetings  
17 for the upcoming calendar year. A copy of the resolution shall be distributed in the same manner  
18 as notice of special meetings is provided pursuant to Section 3 below. At any regular meeting of  
19 the Board, any business may be transacted and the Board may exercise all of its powers. Special  
20 meetings of the Board may be held from time to time as authorized by law.

21  
22 **Section 2. Notice of Regular Meetings.**

23  
24 No additional notice of regular meetings shall be required, except for the first regular meeting  
25 after any change in the time or place of such meeting adopted by resolution of the Board as  
26 provided above. If the regular meeting schedule is to be changed by resolution, a copy of the  
27 resolution shall be distributed in the same manner as notice of special meetings is provided  
28 pursuant to Section 3 below.

29  
30 **Section 3. Notice of Special Board Meetings.**

31  
32 Notice of all special meetings of the Board shall be given by the Chairperson or by the person or  
33 persons calling the special meeting in accordance with RCW 42.30.080 by delivering personally,  
34 by email or by mail written notice at least 24 hours prior to the time of the meeting to each Board  
35 Member, to each local newspaper of general circulation and to each radio or television station  
36 that has requested notice and to any other individual specifically requesting it in writing. The call  
37 and notice of all special meetings shall specify the time and place of all special meetings and the  
38 business to be transacted. Final disposition shall not be taken by the Board on any other matters  
39 at such special meetings.

40  
41 **Section 4. Waiver of Notice.**

42  
43 Notice as provided in Sections 2 and 3 hereof may be dispensed with as to any member of the  
44 Board who at or prior to the time the meeting convenes files with the Board of the Authority a  
45 written waiver of notice or who is actually present at the meeting at the time it convenes. Such  
46 notice may also be dispensed with as to special meetings called to deal with an emergency  
47 involving injury or damage to persons or property or the likelihood of such injury or damage,



1 where time requirements of such notice would make notice impractical and increase the  
2 likelihood of such injury or damage.

3  
4 **Section 5. Notice of Meetings.**

5  
6 Notice of all meetings shall be provided as required under chapter 42.30 RCW. Agendas of all  
7 meetings shall be posted or provided to the extent required by RCW 42.30.077. In addition, the  
8 Authority shall provide reasonable notice of meetings to any individual specifically requesting it  
9 in writing.

10  
11 **Section 6. Open Public Meetings.**

12  
13 All Board meetings, including committee meetings, shall be open to the public to the extent  
14 required by chapter 42.30 RCW. The Board and committees may hold executive sessions to  
15 consider matters enumerated in chapter 42.30 RCW or matters as authorized by law.

16  
17 **Section 7. Telephonic Participation**

18  
19 Board Members may participate in a regular or special meeting through the use of any means of  
20 communication by which all Board Members and members of the public participating in such  
21 meeting can hear each other during the meeting. Any Board Member participating in a meeting  
22 by such means is deemed to be present in person at the meeting for all purposes including, but  
23 not limited to, establishing a quorum.

24  
25 **Section 8. Parliamentary Authority.**

26  
27 The rules in the current edition of Robert's Rules of Order Newly Revised, 11<sup>th</sup> Edition, shall  
28 govern the Authority in all cases to which they are applicable, where they are not inconsistent  
29 with this Charter or with the special rules of order of the Authority set forth in the Bylaws.

30  
31 **Section 9. Minutes.**

32  
33 Copies of the minutes of all regular or special meetings of the Board shall be available to any  
34 person or organization that requests them. The minutes of all Board meetings shall include a  
35 record of individual votes on all matters requiring Board approval.

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37  
38 **ARTICLE XII**

39  
40 **CONSTITUENCY**

41  
42 There shall be no constituency of the Authority.  
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## ARTICLE XIII

### AMENDMENTS TO CHARTER AND BYLAWS

#### **Section 1. Amendments to Charter.**

Amendments to this Charter may be authorized and executed by the City Manager to (a) comply with changes in Washington State law and (b) to make this Charter consistent with the provisions of the Enabling Ordinance, as it may be amended from time to time. Such amendments will not require City Council approval. Forms of any proposed amendment shall be provided to the Board at least thirty (30) days' prior to the effective date of the proposed amendment. Notice of any proposed amendment shall include the text of the amendment presented in a format with strikes over material to be deleted and underline under new material and shall be accompanied by a statement of its purpose and effect. Notwithstanding anything herein to the contrary, amendments proposed pursuant to this paragraph shall not be executed nor become effective if, no later than ten (10) days' prior to the effective date of the proposed amendment the Board, by simple majority vote, objects to such amendment and communicates such objective to the City Manager in writing.

This Charter may also be amended by resolution of the Board subject to approval by the Tacoma City Council. Any Charter amendment adopted by resolution of the Board must be consistent with the terms of the Enabling Ordinance. Any Board Member may propose an amendment to this Charter at any meeting (regular or special) of which thirty (30) days' advance notice has been given to each member of the Board and to the City Manager for review and recommendations. Notice of any proposed amendment shall include the text of the amendment presented in a format with strikes over material to be deleted and underline under new material and shall be accompanied by a statement of its purpose and effect. The City Manager shall, within fifteen (15) days of receipt of the proposed amendment, make a recommendation to the Board concerning the acceptability or otherwise of the amendment.

If notice of a proposed amendment to this Charter is given as provided in the preceding paragraph, and information including the text of the proposed amendment and a statement of its purpose and effect, then the Board may vote on the proposed amendment at the same meeting as the one at which the amendment is introduced. If such notice and information is not so provided, the Board may not vote on the proposed amendment until the next regular Board meeting or special meeting of which thirty (30) days' advance notice has been given. Germane amendments to the proposed amendment within the scope of the original amendment will be permitted at the meeting at which the vote is taken. Resolutions of the Board approving proposed amendments to this Charter require an affirmative vote of Board Members as provided herein.

All amendments shall be issued in duplicate originals, each signed by the City Manager and bearing the City Seal attested by the City Clerk, at which time such amendment of this Charter shall be effective. One original shall be filed by the City Clerk and filed as a public record. A duplicate original shall be delivered to the Authority.



1 **Section 2. Amendments to Bylaws.**

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3 Any Board Member may propose an amendment to the Bylaws (which may consist of a new set  
4 of Bylaws) at any meeting (regular or special) of which thirty (30) days' advance notice has been  
5 given to each Board Member. Notice of any proposed amendment shall include the text of the  
6 amendment presented in a format with strikes over material to be deleted and underline under  
7 new material and shall be accompanied by a statement of its purpose and effect. If notice of a  
8 proposed amendment to the Bylaws is given, and information including the text of the proposed  
9 amendment and a statement of its purpose and effect, then the Board may vote on the proposed  
10 amendment at the same meeting as the one at which the amendment is introduced. If such notice  
11 and information is not so provided, the Board may not vote on the proposed amendment until the  
12 next regular Board meeting or special meeting of which thirty (30) days' advance notice has been  
13 given. Germane amendments to the proposed amendment within the scope of the original  
14 amendment will be permitted at the meeting at which the vote is taken.

15  
16 Resolutions of the Authority approving amendments to the Bylaws may be implemented at such  
17 time as selected by the Authority in the resolution without further action.

18  
19 **ARTICLE XIV**

20  
21 **MISCELLANEOUS**

22  
23 **Section 1. Geographic Limitation.**

24 The Authority may conduct activities outside of the City, subject, however, to the applicable  
25 limitations set forth in RCW 35.21.740.

26 **Section 2. Safeguarding of Funds.**

27  
28 The Authority funds shall be deposited in a qualified public depository as required by law.

29  
30 **Section 3. Public Records.**

31  
32 The Authority shall maintain all of its records in a manner consistent with the Preservation and  
33 Destruction of Public Records, chapter 40.14 RCW. The public shall have access to records and  
34 information of the Authority to the extent as may be required by applicable laws. All costs  
35 associated with complying with the Public Records Act, chapter 42.56 RCW, shall be borne by  
36 the Authority.

37  
38 **Section 4. Reports and Information; Audits.**

39  
40 The Authority shall provide its audited financial statements and other reporting documents as  
41 provided in the Enabling Ordinance.

42  
43 Any person shall have access to the financial statements of the Authority to the extent required  
44 by Washington State law. The Authority shall also answer fully and within a reasonable time any



1 written inquiries by City or other public officials in the course of their duties about its finances,  
2 organization or activities.

3  
4 The Authority shall, at any time during normal business hours make available to the City, any  
5 other Contract Agency, and the State Auditor for examination all of the Authority's financial  
6 records.

7  
8 **Section 5. Dissolution.**

9  
10 The Authority is formed to provide an essential public purpose of providing emergency  
11 communication services within the County. The dissolution of the Authority without a successor  
12 public safety answering point authorized to assume its duties would have a significant impact on  
13 the local governments, customers and individuals that the Authority is intended to serve.

14  
15 The City may dissolve the Authority after making an affirmative finding that (1) the Authority is  
16 not fulfilling its corporate purposes, (2) dissolution is warranted, and (3) a successor agency and/or  
17 agencies is and/or are prepared to assume the duties and services previously provided by the  
18 Authority. Such affirmative findings shall be made by resolution of the City Council at an open  
19 public meeting at or after the Council holds a public hearing on whether such dissolution is  
20 warranted and after providing at least two weeks prior written notice of such hearing to the  
21 Authority and the public by posting notice of such hearing in a newspaper of general circulation  
22 within the County.

23  
24 Notwithstanding foregoing or anything to the contrary in this Charter, written notice of any  
25 intended dissolution of the Authority, the reasons thereof, and the succession plan shall be  
26 provided to the Director of the Authority and the Board at least one year prior to the effective date  
27 of any such dissolution.

28  
29 Furthermore, dissolution shall not take effect until proper provision has been made for disposition  
30 of all the Authority assets and liabilities.

31  
32 Upon adoption of above-referenced resolution by the Council for dissolution of the Authority, the  
33 Board of the Authority shall, by resolution, approve a dissolution statement setting forth:

- 34  
35 (i) The name and principal office of the Authority;
- 36  
37 (ii) A list of the debts, obligations and liabilities of the Authority, and the property and  
38 assets available to satisfy the same; the provisions to be made for satisfaction of  
39 outstanding liabilities and performance of contracts; and the estimated time for  
40 completion of its dissolution;
- 41  
42 (iii) A list of any pending litigation or contingent liabilities;
- 43  
44 (iv) A request that assets of the Authority be transferred first, to the agency and/or  
45 agencies to continue the purposes for which the Authority was chartered, and  
46 second, if no such agency and/or agencies have been identified, to the County to  
47 provide 911 services; and  
48



1 (v) A list of persons to be notified upon completion of the dissolution.  
2

3 The dissolution statement shall be filed with the City Manager. The City Manager shall review  
4 the dissolution statement and oversee the dissolution to protect the public interest and prevent  
5 impairment of obligation, or if so authorized by law, authorize or initiate proceedings in the  
6 Superior Court for the appointment and supervision of a receiver for such purposes.  
7

8 Upon satisfactory completion of dissolution proceedings, the City shall indicate such dissolution  
9 by inscription of "charter cancelled" on this Charter, and file such cancelled Charter with the  
10 Tacoma City Clerk with a duplicate original to the Authority. At such point the existence of the  
11 Authority shall cease. The City shall give notice of such dissolution pursuant to Washington State  
12 law and to other persons requested by the Authority in its dissolution statement.  
13

14 Upon dissolution of the Authority or the winding up of its affairs, title to all remaining assets or  
15 property of the Authority shall vest, first, in the successor agency and/or agencies to the Authority,  
16 and second, to the County to provide 911 services. The City, trustee or court may provide for the  
17 transfer of any of the Authority rights, assets or property to a qualified entity or entities to fulfill  
18 the purposes for which the Authority was chartered.  
19

20 **Section 6. Nondiscrimination.**  
21

22 The Authority, its employees, agents and subcontractors, if any, shall at all times comply with any  
23 and all federal, state or local laws, ordinances, rules or regulations with respect to non-  
24 discrimination and equal employment opportunity, which may at any time be applicable to the City  
25 by law, contract or otherwise, including but not limited to all such requirements which may apply  
26 in connection with employment or the provision of services to the public.  
27

28 Specifically, the following matters or activities shall not be directly or indirectly based upon or  
29 limited by age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably  
30 discharged veteran or military status, or the presence of any sensory, mental, or physical disability  
31 or the use of a trained service animal by a person with a disability:  
32

- 33 1. Membership on the Board
- 34 2. Employment, including solicitation or advertisements for employees.
- 35 3. Provisions of services to and contracts with the public.  
36

37 **Section 7. Nonexclusive Charter.**  
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39 This Charter is nonexclusive and does not preclude the granting by the City of other charters to  
40 establish additional public corporations pursuant to City ordinance.  
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**Section 8. Mayor and City Manager or His or Her Designee**

The terms "Mayor" or "City Manager" or his or her designee as used in this Charter shall mean the Mayor or the City Manager of the City of Tacoma, as appropriate, any successor official, and any other person authorized to act in his or her stead.

This Charter is APPROVED this \_\_\_ day of \_\_\_\_\_, 20\_\_.

[signature blocks]