



RESOLUTION NO. 40357

1 A RESOLUTION relating to public safety; authorizing the execution of an interlocal
2 agreement regarding South Sound 911; approving the formation of the
3 South Sound 911 public development authority by the City of Tacoma; and
4 approving other matters related thereto.

5 WHEREAS the City is a party to the Interlocal Agreement for
6 Communications Services among the parties thereto (the "Original Interlocal
7 Agreement"), which created an emergency communications joint operations
8 agency pursuant to its terms and the terms of chapter 39.34 of the Revised Code
9 of Washington ("RCW") (the "Interlocal Cooperation Act") known as South
10 Sound 911 (the "Interlocal Agency"), and

11 WHEREAS the purpose of the Interlocal Agency is to serve as a
12 consolidated entity to provide public safety communications services to Pierce
13 County and the cities, fire protection districts, and other entities within Pierce
14 County, and

15 WHEREAS, after due consideration, the parties to the Original Interlocal
16 Agreement have determined that it would be in the best interest of the public and
17 the parties thereto for the Interlocal Agency to be effectively reorganized as a public
18 development authority chartered under the provisions of chapter 35.21 RCW, and

19 WHEREAS the City of Tacoma is requested to charter the public
20 development authority that will assume the rights and responsibilities of the
21 Interlocal Agency, and
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1 WHEREAS, after the transition of operations, employees, and services from
2 the Interlocal Agency to the new public development authority, the Interlocal
3 Agency will be dissolved, and

4 WHEREAS the Tacoma City Council now desires to approve an Interlocal
5 Agreement Regarding South Sound 911 and related documents to facilitate the
6 effective reorganization and subsequent dissolution as set forth herein; Now,
7 Therefore,

8 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

9 Section 1. Approval; Execution. The City Council hereby approves the
10 Interlocal Agreement Regarding South Sound 911 (the "Agreement," a.k.a.
11 Charter of South Sound 911 Public Authority), in substantially the form attached
12 hereto as Exhibit "A" and incorporated herein by this reference. The City
13 Manager is hereby authorized and directed to execute, on behalf of the City of
14 Tacoma, such Agreement with such changes as determined to be appropriate
15 by the City Manager and in the best interest of the City.
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18 Section 2. Approval of Charter. The City Council further approves (a) the
19 chartering of the public development authority (the "Authority") by the City of
20 Tacoma pursuant to the terms of its proposed charter, a form of which is attached
21 as an exhibit to the Agreement; and (b) the transfer of all assets, rights, and
22 responsibilities of the Interlocal Agency to the Authority as contemplated by the
23 Agreement and the charter of the Authority.
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25 Section 3. Further Authority; Ratification. The City Manager and her agents
26 and representatives are hereby authorized and directed to undertake all action



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necessary or desirable from time to time to carry out the terms of, and complete the transactions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified.

Section 4. Effective Date. This resolution shall take effect immediately upon its passage.

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney

EXHIBIT "A"

**CHARTER
OF
SOUTH SOUND 911 PUBLIC AUTHORITY**

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**CHARTER
OF
SOUTH SOUND 911 PUBLIC AUTHORITY**

ARTICLE I

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.

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.

Section 3. Mandatory Disclaimer.

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

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

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

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

ARTICLE III

DURATION OF AUTHORITY

The duration of this corporation shall be perpetual.

ARTICLE IV

PURPOSE OF AUTHORITY

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

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

a. Communication services (“Communication Services”), including 24-hour dispatch for law enforcement and fire agencies, radio system operations, and other communication services as approved by the Board (as defined herein).

b. Agency support services (“Support Services”), including law enforcement records, firearm licensing, fingerprinting, and any other agency support services approved by the Board.

Communication Services and Support Services shall be provided to agencies that contract with the Authority from time to time for such services (referred to herein as “Contract Agencies”), which may include but are not limited to, municipal corporations, public agencies, fire districts, state agencies and departments, federal agencies and departments, public development authorities, interlocal entities, regional fire protection service authorities and nonprofit corporations.

2. Serving as a public safety answering point for the benefit of the Contract Agencies.

3. For the purpose of receiving the same immunities or exemptions from taxation as that of the City, the Authority constitutes a public agency and creation of the City (within the meaning of Article VII, Section I of the Constitution of the State of Washington and within the meaning of those terms in regulations of the United States Treasury and rulings of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”).

4. Providing such other services as determined to be necessary to implement the Enabling Ordinance.

ARTICLE V

POWERS OF AUTHORITY

Except as otherwise limited by Washington State law, the Authority shall have all powers necessary or convenient to effect the purposes for which the Authority is organized and to perform authorized functions, including without limitation the power to:

1. Own, lease, acquire, dispose of, exchange and sell real and personal property;

2. Contract for any Authority purpose with individuals, associations and corporations, municipal corporations, any agency of the State of Washington (the “State”) or its political subdivisions, any Contract Agency, any Indian Tribe, and the United States or any agency or department thereof;

3. Provide for, carry out, and implement the successful transition of the Interlocal Entity to the Authority, including but not limited to, entering into agreements with the County and/or the State for the purpose of receiving the sales and use tax authorized by

RCW 82.14.420 and approved by an affirmative vote of the qualified electorate in the County on November 8, 2011 for the purpose of providing funds for emergency communications systems and facilities (the “Sales and Use Tax”) and enhanced 911 excise taxes, and accepting fees and assessments as consideration for Communication Services, Support Services and other services;

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

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

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

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

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

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

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

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

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

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

ARTICLE VI

LIMITS ON POWERS

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

1. The Authority shall have no power of eminent domain nor any power to levy taxes.
2. The Authority may not incur or create any liability that permits recourse by any contracting party or member of the public against any assets, services, resources, or credit of the City or any other public or private entity, unless otherwise explicitly agreed to in writing by such entity.

3. Except as otherwise provided by law, no funds, assets, or property of the Authority shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall any funds or a substantial part of the activities of the Authority be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, or any state legislature or any governing body of any political entity.

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

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

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

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

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

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

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

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, unless local rules or processes dictate a different person or process for making appointments, in which case those processes shall apply.

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
As among City and County Contract Agencies		
1 st largest communications assessment	2	City or County Council
2 nd Largest communications assessment	2	City or County Council
3 rd largest communications assessment	1	City or County Council
4 th largest communication assessment	1	City or County Council
5 th , 6 th and 7 th largest communications assessments	2	City Councils of the three jurisdictions, by joint resolution
As among Fire District Contract Agencies		
1 st largest communications assessments	1	Board of Fire Commissioners
2 nd 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 Alternate must be an elected official from the Contract Agency(s) to which the Board seat is allocated or may alternately be any individual with the following qualifications from such appointing Contract Agency(s): chief executive officer; chief administrative officer; chief law enforcement officer or fire chief from the appointing jurisdiction(s) or a person directly reporting to such individuals. An Alternate may only serve for such time that he or she is duly appointed and acting in a qualified capacity as described in this Section. Policies regarding Alternates and attendance at meetings shall be provided for in the operating policies and/or Bylaws of the Board.

Section 4. Vacancy on the Governing Board.

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

Section 5. Quorum.

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

Section 6. Voting Requirements.

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

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

Section 7. Supermajority Votes.

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

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

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

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

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

Section 8. Changes in Assessment Formula.

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

Section 9. Actions Requiring Approval by Resolution of the Board.

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

1. Adoption of or amendments to the Bylaws;
2. Recommending amendments to this Charter subject to approval by the Tacoma City Council;

3. Consistent with the Enabling Ordinance, this Charter determines what services the Authority shall offer and under what terms they shall be offered. Any change in any service provided or a material change to the term of a service contract shall be by resolution;
4. Appointment of the Director (as defined herein);
5. Review and adoption of the annual Budget and amendments;
6. Purchase, receipt, lease, receipt by gift, or other acquisition, ownership, improvement, use and other management of and with real or personal property, or any interest therein, in the name of the Authority;
7. Sale, conveyance, mortgage, pledge, lease, exchange, transfer, or other disposition of the Authority property and assets;
8. Review and adoption of purchasing and financial policies;
9. Establish time and place of regular meetings of the Board;
10. Contracts incurring debt, issuance of notes, debentures or bonds, and mortgaging or pledging the Authority assets or credit to secure the same; and
11. Approval or amendment of the Assessment Formula.

Section 10. Right to Indemnification.

Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Board Member or employee of the Authority, whether the basis of such proceeding is alleged action in an official capacity as a director, trustee, officer, employee, or agent, or in any other capacity, shall be indemnified and held harmless by the Authority to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorneys' fees, judgments, fines and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be in such position and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in this Section, with respect to proceedings seeking to enforce rights to indemnification, the Authority shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Governing Board; provided, further, the right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Authority the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Authority of an undertaking, by or on behalf of such person, to repay all amounts so

advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Section or otherwise.

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

1. Acts or omissions of such person finally adjudged to be intentional misconduct or a knowing violation of law; or
2. Any transaction with respect to which it was finally adjudged that such person personally received a benefit in money, property, or services to which such person was not legally entitled.

If a claim under this Section is not paid in full by the Authority within sixty (60) days after a written claim has been received by the Authority, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the Authority to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Section upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Authority), and thereafter the Authority shall have the burden of proof to overcome the presumption that the claimant is so entitled. Neither the failure of the Authority (including the Governing Board or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper nor a determination by the Authority (including its Governing Board or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

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

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

Section 11. Code of Ethics Policy.

Board Members shall conduct themselves in accordance with all applicable laws, including but not limited to, chapter 42.23 RCW (the Code of Ethics for Municipal Officers) and policies of the Authority. The Board shall adopt a code of ethics policy for Board Members that shall, among

other provisions, include a conflicts of interest policy and require an individual annual disclosure statement.

ARTICLE VIII

OFFICERS

Section 1. Officers.

The Board Members shall annually each February elect from among themselves the following officers: Chairperson, and Vice Chairperson. The Chairperson and the Vice Chairperson may not be the same person. The term of any officer shall expire at such time as such officer's membership on the Board ceases or terminates, or at such sooner time as the term of office expires and the office has been filled by appointment or reappointment. The Authority may, under Article X of this Charter, adopt Bylaws providing for additional officers, and, to the extent not inconsistent with this Charter, may adopt Bylaws governing the offices and tenure of officers; the number of positions, powers and duties, and term of each office; the manner of appointment, selection, or election of office holders and the appointing, selection, or electing authority; performance of duties of the office upon illness, death, incapacity, or absence of the officer; the filling of vacancies; and any qualification for the office and conditions upon exercising its powers. Nothing prevents the Board from appointing Co-Chairpersons, or combining the offices of Chairperson and Vice Chairperson into co-chairs.

Section 2. Committees.

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

Section 3. Duties of Officers.

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

Section 4. Administration.

The Board may appoint, designate, employ, and remove an executive director ("Director") of the Authority. The Director shall be responsible to the Board for the administration of the affairs of the Authority as may be authorized from time to time by resolution of the Board. The Director may be authorized or delegated by the Authority to: (i) supervise and be responsible for the effective management of the administrative affairs of the Authority; (ii) sign documents and

contracts on behalf of the Authority; and (iii) perform such other duties as delegated or assigned by the Board.

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

ARTICLE IX

COMMENCEMENT OF AUTHORITY

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

ARTICLE X

BYLAWS

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

ARTICLE XI

MEETINGS

Section 1. Time and Place of Meetings.

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

Section 2. Notice of Regular Meetings.

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

Section 3. Notice of Special Board Meetings.

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

Section 4. Waiver of Notice.

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

Section 5. Notice of Meetings.

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

Section 6. Open Public Meetings.

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

Section 7. Telephonic Participation

Board Members may participate in a regular or special meeting through the use of any means of communication by which all Board Members and members of the public participating in such meeting can hear each other during the meeting. Any Board Member 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. Parliamentary Authority.

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

Section 9. Minutes.

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

ARTICLE XII

CONSTITUENCY

There shall be no constituency of the Authority.

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.

Section 2. Amendments to Bylaws.

Any Board Member may propose an amendment to the Bylaws (which may consist of a new set of Bylaws) at any meeting (regular or special) of which thirty (30) days' advance notice has been given to each Board Member. 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. If notice of a proposed amendment to the Bylaws is given, 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 Authority approving amendments to the Bylaws may be implemented at such time as selected by the Authority in the resolution without further action.

ARTICLE XIV

MISCELLANEOUS

Section 1. Geographic Limitation.

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

Section 2. Safeguarding of Funds.

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

Section 3. Public Records.

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

Section 4. Reports and Information; Audits.

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

Any person shall have access to the financial statements of the Authority to the extent required by Washington State law. The Authority shall also answer fully and within a reasonable time any written inquiries by City or other public officials in the course of their duties about its finances, organization or activities.

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

Section 5. Dissolution.

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

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

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

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

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

- (i) The name and principal office of the Authority;
- (ii) A list of the debts, obligations and liabilities of the Authority, and the property and assets available to satisfy the same; the provisions to be made for satisfaction of outstanding liabilities and performance of contracts; and the estimated time for completion of its dissolution;
- (iii) A list of any pending litigation or contingent liabilities;
- (iv) A request that assets of the Authority be transferred first, to the agency and/or agencies to continue the purposes for which the Authority was chartered, and second, if no such agency and/or agencies have been identified, to the County to provide 911 services; and
- (v) A list of persons to be notified upon completion of the dissolution.

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

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

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

Section 6. Nondiscrimination.

The Authority, its employees, agents and subcontractors, if any, shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to non-discrimination and equal employment opportunity, which may at any time be applicable to the City

by law, contract or otherwise, including but not limited to all such requirements which may apply in connection with employment or the provision of services to the public.

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

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

Section 7. Nonexclusive Charter.

This Charter is nonexclusive and does not preclude the granting by the City of other charters to establish additional public corporations pursuant to City ordinance.

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]