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SNOHOMISH COUNTY, WASHINGTON

SNOHOMISH COUNTY POLICE STAFF AND AUXILIARY SERVICES CENTER INTERLOCAL AGREEMENT

ORIGINAL ESTABLISHMENT 1973

RE-ESTABLISHED 1982 AND

AMENDED BY BOARD RESOLUTION

DECEMBER 20, 1983

APRIL 21, 1987

DECEMBER 15, 1988

MAY 05, 1994

JUNE 16, 1994

OCTOBER 15, 1998

SEPTEMBER 21, 2000

FEBRUARY 15, 2001

JUNE 13, 2002

JUNE 02, 2005

JULY 31, 2006

AUGUST 20, 2009

INTERLOCAL AGREEMENT FOR SNOHOMISH COUNTY POLICE STAFF AND AUXILIARY SERVICE CENTER

THIS AGREEMENT is entered into and effective this 20th day of December, 1983, by and between all the agencies and entities indicated on Exhibit A attached hereto and amended by action of the Board of Directors on April 21, 1987 and further amended on December 20, 1988, May 05 1994, June 16, 1994, October 15, 1998, September 21, 2000, February 15, 2001, June 13, 2002, June 02, 2005 July 31, 2006, and August 20, 2009 by action of the Board of Directors.

RECITALS

- A.** The legislature of the State of Washington has provided through the Interlocal Cooperation Act, as codified in RCW 39.34, et seq., the needed statutory authority and opportunity for Snohomish County and the cities, towns, fire districts, hospital districts and miscellaneous service districts to enter into a contract and agreement to cooperatively establish, maintain and operate a support communications center.
- B.** Prior to 1982 various municipalities, agencies and entities located within Snohomish County have entered into an Interlocal Agreement in 1973, the first amended Interlocal Agreement in 1976, and various subsequent amendments thereto including the 1982 Interlocal Agreement, all providing for the operation of a support communication center.
- C.** A need has arisen, as recognized by the Board of Directors of the Snohomish County Police staff And Auxiliary Services Center to consolidate, amend, and make more concise all existing agreements that the parties hereto have previously entered into with respect to forming the Snohomish County Police Staff And Auxiliary Services Center, and by agreeing to this 1983 Interlocal Agreement, as amended, the parties hereto adopt this Interlocal Agreement and terminate and supersede all prior Interlocal Agreements.
- D.** It is the continued desire and intent of all parties hereto to enhance both Police and Fire Protection operations as well as Emergency Medical Service operations and other various service operations in Snohomish County, all in a manner that will offer optimum opportunities for public support and confidence, effectiveness of operations, efficiencies and economies of operation, cooperation between jurisdictions, avoidance of unnecessary duplications of expenditures and efforts and for attracting financial assistance from state, federal and private resources, for implementation while yet assuring and enhancing the continuance and

effectiveness of local policy and administrative control of police, fire, hospital, emergency medical service and other operations.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein agreed to by each of the agencies, entities, and municipalities who are parties to this agreement, the parties agree as follows:

AGREEMENT

1. **CONTINUATION OF CENTER:** The Snohomish County Police Staff and Auxiliary Services Center, presently known and referred to as SNOPAC, is hereby continued in operation so that Snohomish County, various cities and towns and fire districts and various hospital and emergency medical districts and services therein, and such other cities, towns, fire districts, hospital districts and any other related service districts may enter into this Agreement, can most effectively and efficiently cooperate on the basis of mutual advantage by having needed communications services provided by SNOPAC to each of the agencies and entities participating through this Agreement. Through SNOPAC, participating parties to this Agreement shall jointly utilize those police staff, fire services, hospital services, emergency medical services and any other related services including auxiliary service functions which each is authorized to perform and which are assigned to SNOPAC.
2. **CONTINUATION OF CONTRACTS, RIGHTS AND DUTIES:** All contracts, rights and duties between SNOPAC and any other persons, organizations or entities shall continue in force and effect and shall not be affected by the adoption of this 1983 Interlocal Agreement, as amended.
3. **PRIOR INTERLOCAL AGREEMENTS SUPERSEDED:** This 1983 Interlocal Agreement as amended, is intended to supersede and replace prior Interlocal Agreements creating the Snohomish County Police Staff and Auxiliary Services Center which were executed in 1973, 1976, and 1982.
4. **PURPOSE:** In consideration of the Agreements of the parties hereto, SNOPAC shall provide police, fire, and emergency medical services support communications to the signatories of this Agreement. SNOPAC shall provide these services by radio or telephone and shall provide its own radio transmitters and telephone equipment. Nothing herein shall relieve the members from their responsibility to provide their own equipment for receiving communications from SNOPAC and their own equipment for communication between their personnel.
5. **DURATION OF AGREEMENT:** The duration of this Agreement shall commence from the date that all parties hereto, shall have approved it as indicated in the method provided by paragraph 13 below. The Agreement shall continue in effect

until terminated by withdrawal from this Agreement of one or more agencies approving it of such number or population that agencies approving it of such number or population that either three or fewer agencies remain as participants or if more than three agencies remain as participants, such agencies remaining have less than fifty percent (50%) of the combined population of all agencies approving this Agreement. Termination of a participating agency shall take effect only after not less than twelve (12) months written notice to SNOPAC in advance of the end of any calendar year.

Termination of this Interlocal Agreement will also be accomplished by agreement of the signatory agencies, in which case termination will be effective on any date agreed upon by the signatories.

6. ENTRANCE PLAN:

Any agency entering SNOPAC for the first time or renewing membership with SNOPAC would be subject to an Entrance Plan. The petition for membership will identify desired levels of service. Within thirty (30) days of the petition for membership SNOPAC will meet with the agency to confirm the desired levels of service, to solicit acceptance of the obligations under the Interlocal Agreement and Bylaws and to solicit agreement with service policies and procedures. Within forty-five (45) days of the petition for membership SNOPAC will provide an Entrance Plan that identifies all estimated costs, a copy of the SNOPAC Interlocal Agreement and Bylaws, the concept of operations and the radio procedures manual. The petitioner may appeal to the Board of Directors at their next regularly scheduled Board Meeting to address any issue regarding the Entrance Plan.

7. EXIT PLAN:

Within thirty (30) days receipt of a withdrawal notice, the agency and SNOPAC will meet to agree upon an Exit Plan. SNOPAC will determine any one-time costs that may be associated with the withdrawal and provide cost details to the agency within forty five (45) days of the withdrawal notice. The withdrawing agency may appeal for mitigation of any one-time withdrawal costs to the Board of Directors at their next regularly scheduled Board Meeting. A withdrawing agency may request temporary transition services subject to cost and ability of SNOPAC to provide the temporary services.

8. FORMATION, POWERS AND MEETINGS OF BOARD OF DIRECTORS: A Board, to be known as the Board of Directors, shall continue and/or be formed to perform the functions and powers as set forth below. The Board of Directors shall consist of eleven (11) voting members as follows:

- A.** One representative from Snohomish County. Such representative shall be the County Executive or his designee.
- B.** The Sheriff of Snohomish County.
- C.** The Police Chief of the City of Everett Department.
- D.** The Fire Chief of the City of Everett Fire Department.
- E.** One member of the Fire and Emergency Medical Services Technical Advisory Committee, which member shall be a member other than the Fire Chief of the City of Everett Fire Department. Such member shall be elected by the members of the Fire and Emergency Medical Services Technical Advisory Committee.
- F.** Three members of the Police Technical Advisory Committee other than the Police Chief of the City of Everett Police Department, Snohomish County Sheriff and Police Chief of the City of Marysville Police Department. Each member shall be elected by members of the Police Technical Advisory Committee, excluding the City of Everett Police Department, Snohomish County Sheriff, and the City of Marysville Police Department.
- G.** One Citizen-At Large, to be selected as follows:

Any member of the Board of Directors may nominate a person to fill the Citizen-At-Large position. The Citizen-At-Large member must be a registered voter and a resident of an unincorporated area of Snohomish County. The Board shall select a Citizen-At-Large member from those nominated by a majority vote of the members present. The term of office of the Citizen-At-Large member of the Board shall be two (2) years. The incumbent member or alternate may be reappointed for a successive term(s) by a majority vote of the Board. The Board shall select an alternate Citizen-at-Large member to act as Citizen-At-Large member in the absence of the Citizen-At-Large member. The Alternate Citizen-At-Large member shall be selected in the same manner as the Citizen-At-Large member and must also be a registered voter and a resident of an unincorporated area of Snohomish County.
- H.** One Fire Commissioner from a participating fire district selected by the Sno-Isle Commissioner's Association.
- I.** The Police Chief of the City of Marysville.

9. DESIGNATING ALTERNATE MEMBERS:

Each agency or entity represented by a Board member, as provided above, i.e., Snohomish County, Snohomish County Sheriff's Office, City of Everett Police Department, City of Marysville Police Department, City of Everett Fire Department, Fire and Emergency Medical Services Technical Advisory Committee, and the Police Technical Advisory Committee, shall designate immediately an alternate for each Board member, whose name shall be filed with SNOPAC, its Board of Directors, and SNOPAC's Director, and who shall act as alternate Board member and attend all of SNOPAC's Board meetings in lieu of the Board member for whom such person is to act as an alternate at such times as the duly designated member is not otherwise available to attend the meetings. The alternate shall have full powers to vote and act as a Board member at all such meetings that such alternate attends in lieu of the regularly designated Board member.

10. WEIGHTED VOTING SYSTEM:

- A. **QUORUM:** A quorum of the eleven (11) member Board of Directors shall be six (6) members.
- B. **VOTING:** Decisions of the SNOPAC Board will be by majority vote unless a board member calls for a weighted vote.
- C. **MAJORITY VOTE:** A majority vote is a simple majority of the board members present, assuming a quorum.
- D. **WEIGHTED VOTE:** Any board member may call for a weighted vote. A weighted vote means a decision of the Board members representing 66% of all Board members by weight, with the weight of each Board member's vote based upon the current year's SNOPAC assessment for the entity(ies) represented by that board member. **NOTE:** The Citizen-at-Large Board member will have a weighted vote equal to 10%. For those entities with more than one Board member it is assumed that each Board member will represent an equal proportion of the entity's total weighted vote. In that event, the Board decision made by weighted vote shall prevail notwithstanding the result of the majority vote. No weighted vote may be taken unless reasonable notice (Thirty [30] days written notice) of the weighted vote has been given to all SNOPAC member agencies.

A table reflecting the weight of each Board member's vote will be provided to all SNOPAC member agencies no later than the Board meeting following the adoption of the annual budget.

11. **CHAIRPERSON:** The members of the Board of Directors shall elect a chairperson of the Board of Directors who shall reside at all meetings of the Board of Directors.
12. **SECRETARY:** Services Center or designee shall act as secretary of the Board of Directors.
13. **ADOPTING BYLAWS:** The Board of Directors shall adopt, and when necessary, amend Bylaws which shall more specifically set forth the definition, operational and procedural parameters and functions of the Snohomish County Police Staff and Auxiliary Services Center. The Board of Directors shall be authorized and empowered by virtue of this Agreement to perform all functions and duties described in the "1983 Bylaws, as amended for Snohomish County Police Staff and Auxiliary Services Center." In addition, the Board of Directors is authorized and empowered to perform all other functions that may be determined to be necessary to carry out its explicit duties and responsibilities as set forth in the Bylaws.
14. **ALLOCATING FINANCIAL RESPONSIBILITIES:** One of the duties and responsibilities of the Board of Directors shall be to allocate to participating agencies their financial responsibility for such portion of each year's operational costs, which are not anticipated to be met from other resources. Operational costs shall be determined on a cost-basis so that each respective agency's assessment for operational costs shall be based on the cost of the services that such agency has chosen.
15. **DETERMINING AGENCY USERS COSTS:** In addition, the Board of Directors shall have the power and authority to determine appropriate agency user costs for those services, which the Center may extend to participating agencies, municipalities or entities upon request upon determination by the Board that such costs should be directly assigned to a user agency rather than shared by all agencies. The anticipated revenues for such services shall be identified in the annual budget and each respective agency's share, thereof, shall be included in the allocations to be made to the participating agencies according to the cost-based determination as set forth above.
16. **Technical Advisory Committees:** Two Technical Advisory Committees shall be formed, one for Police services and one for Fire and Emergency Medical Services.
 - A. **Police Technical Advisory Committee:** The Police Technical Advisory Committee shall be comprised of seven (7) members as follows: The Snohomish County Sheriff; the Chief of Police of the City of Everett Police Department, and five (5) Chiefs of Police from the police departments of five (5) different agencies approving this

Agreement other than the City of Everett and Snohomish County Sheriff. All member police agency chiefs shall be invited to the November Technical Advisory Committee. At this meeting the five (5) Chiefs of Police who will serve on the Technical Advisory Committee for the following year, beginning January 1, will be chosen by a majority vote of the chiefs present. The Sheriff, Everett Chief, and Marysville Chief, will not be eligible to vote for these members and will not be eligible to vote for the three representatives to the Board of Directors. Each such committee member shall immediately designate an alternate member from his/her agency who shall act as an alternate committee member and attend all of the Technical Advisory Committee meetings in lieu of the committee member for whom such person is to act as an alternate at such times as the duly designated committee member is not otherwise available to attend the meetings. The alternate committee member shall have full powers to vote and act as a Technical Advisory Committee member at all such meetings that such alternate committee member attends in lieu of the regularly designated committee member.

B. Fire And Emergency Medical Services Technical Advisory

Committee: The Fire and Emergency Medical Services Technical Advisory Committee shall be comprised of eight (8) members, as follows. **(1)** The Fire Chief (or designee) of the City of Everett Fire Department, **(2)** The Fire Chief of Marysville Fire District (or designee), and six (6) representative officers from six (6) different fire departments which are parties to this Agreement other than the City of Everett and the Marysville Fire Department. All member fire agency Chiefs shall be invited to the annual meeting of the Technical Advisory Committee. At this meeting, the six (6) departments will be chosen by a majority vote of the Chiefs (or designees) present. These six (6) departments will appoint a primary and alternate representative to serve on the Technical Advisory Committee. Appointments shall take effect at the next normally scheduled meeting. Only one vote may be cast per fire department. Unexpired terms occurring before the annual meeting, will be referred back to the Technical Advisory Committee. The committee will determine which department will fill the unexpired term.

C. Duties Of The Technical Advisory Committees: Each Technical Advisory Committee shall be responsible for establishing, reviewing and approving all dispatching operational procedures. All matters which have a budgetary impact are subject to approval by the Board of Directors. Each Technical Advisory Committee shall also instruct the Director to implement such procedures and recommendations

which may, from time to time, be adopted or approved by unanimous vote of the Technical Advisory Committee. It is intended by this Agreement that the Board of Directors shall determine the specific services to be rendered by SNOPAC, the Technical Advisory Committees shall determine the procedures by which such services shall be delivered and implemented to the agencies signatory hereto. The Technical Advisory Committees shall be standing committees and shall meet at such time as approved by the Board of Directors. Each committee shall select a chairperson who shall conduct the meetings and assume such other functions as the committees shall determine. The Chairperson of each Technical Advisory Committee shall also advise the Board of Directors at its regularly scheduled meetings of the needs of the operating departments serviced by the Center.

- 17. Disposition Of Property And Funds Upon Dissolution Of SNOPAC:** The Board of Directors shall be authorized to acquire title in the name of Snohomish County Police Staff and Auxiliary Services Center to such facilities and equipment as are required for SNOPAC and its operations on behalf of SNOPAC and parties to this Agreement, to be purchased with SNOPAC funds. Upon the dissolution of SNOPAC, it and/or the Board of Directors shall compensate each party to this Agreement in an amount equal to the then-current resale value of the property in which the party has any financial interest as is proportional to the financial contribution made by that party to this Agreement in relation to the other parties to the agreement during the fiscal year of dissolution. Additionally, upon dissolution of SNOPAC, any money in the possession of SNOPAC or the Board of Directors after payment of all costs, expenses and charges validly incurred under this Agreement shall be returned to the parties to this Agreement in proportion to their contribution during the fiscal year of dissolution.

Any party to this Agreement which withdraws from the Agreement as provided in paragraph five 5) of this Agreement or services of SNOPAC are terminated as provided in paragraph ten (10) of this Agreement shall have no right to any portion of the assets by virtue of any participation in this Interlocal Agreement prior to the time of withdrawal or termination. If, however, a withdrawn member subsequent to the time of withdrawal or termination of services but prior to the dissolution of SNOPAC again becomes a participating member it shall be entitled to a proportional share of the assets of SNOPAC in the same manner as any other active participating agency.

- 18. CONSULTATION:** The Board of Directors shall advise and consult with the Fire and Emergency Medical Services and Police Technical Advisory Committees as such may be deemed necessary by the Board of Directors as to the scope and content of the services to be undertaken by SNOPAC.

19. **PARTIES TO THIS AGREEMENT AND PARTICIPATION HEREIN:** Each party to this Agreement shall be authorized to participate in so many of the programs offered as such party may desire. The annual budget of SNOPAC shall be broken down by each individual program provided by SNOPAC and the financial participation of each party to the Agreement shall be determined by the number and cost of the program(s) such party elects to utilize and participate in. An individual party's right to receive services and to participate in any capacity in the functions of SNOPAC shall be suspended when the party fails to include its assigned share for the program(s) in which it participates in its annual budget or fails to transmit to the Board of Directors its assigned payments monthly. Each party to the Agreement shall be billed monthly for its assigned payments. If a party fails to transmit to the Board of Directors its assigned payments within ninety (90) days of the date the billing to such agency is made by SNOPAC, then the Director shall immediately cause to be sent to the non-paying agency a notice of proposed termination of services and participation, which notice shall give the non-paying party to this Agreement thirty (30) days in which to pay all past due arrearages. If such past due arrearages are not then paid in full, then and in that event the Board of Directors shall have authority to terminate all services to such party and all participation of such party to the functions of SNOPAC.
20. **FILING:** As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the City Clerks of the participating cities, the County Auditor, and the Secretary of State, and if found to be necessary, with the State Office of Community Affairs, as provided by RCW 39.34.120.
21. **SEVERABILITY:** If any section or provision of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section or, provision not so adjudged.
22. **EXECUTION OF AGREEMENT:** Each party to this agreement may bind itself with all other parties to this Agreement to form SNOPAC by signing a duplicate original of this Agreement and submitting such signed duplicate original to SNOPAC. It is understood that such execution shall not require that one original Agreement be signed by all parties to this agreement, but that there will be several duplicate originals signed by each party to the Agreement. The purpose of this provision is to facilitate the signing of the Agreement and to avoid undue delay in the execution of the Agreement. This Agreement, however, shall be executed on behalf of each party by its authorized representative and pursuant to appropriate resolution or ordinance of each local government or other entity as the case may be. Each party to this Agreement shall be bound to it as of the date it is signed by that party.

23. AMENDMENT: It is specifically agreed by and between the parties hereto that this Interlocal Agreement may be amended by the Board of Directors at any duly called regular or special meeting of the Board of Directors, but only after first giving thirty (30) days written notice of such meeting and proposed amendment to all parties to this agreement. However, any change in the funding formula set forth in paragraph 6 of this Agreement will require 180 days notice before such changes in the funding formula is effective in advance of the end of a calendar year.

24. WASHINGTON STATE PATROL LAW ENFORCEMENT DATA COMMUNICATIONS SYSTEMS REQUEST: Because the Advisory Council on Criminal Justice Services and the Washington State Patrol have requested that all participating communications centers, such as SNOPAC, which are terminal users of the Washington State Patrol Law Enforcement Data Communications Systems have certain provisions in their regulations and enabling Interlocal Agreements concerning responsibility for such communication, the following is specifically agreed to: The Snohomish County Police Staff and Auxiliary Services Center shall bear full responsibility for insuring that the law enforcement data communications network and any Criminal History Records Information received by means of such network shall be used solely for the purpose of the due administration of the criminal laws or for the purposes enumerated in RCW 43.43.760(3) and Chapter 314, Laws of 1977, First Ex. Sess., as now or hereafter amended. The Snohomish County Police Staff and Auxiliary Services Center shall establish rules and regulations governing access to, security for, and operation of the data communications network for any Criminal Justice Records information received by means of such network.

25. INDEMNIFICATION:

To the fullest extent permitted by law, Snohomish County Police and Auxiliary Services Center (SNOPAC) on behalf of its member jurisdictions, shall indemnify any person who was or is a party or is threatened to be made a party to any civil, criminal, administrative or investigative action, suit or proceeding, by reason of the fact that he or she was a member of the Board of Directors of SNOPAC or employed as director of the Center or is or was serving at the request of the Board of Directors as a director or officer of another organization, against expenses, including attorney fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding; and the Board of Directors may, at any time, approve indemnification of any other person which SNOPAC, through its Board of Directors, has the power to indemnify. The indemnification provided by this section shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law or by contract. Provided, however, this indemnification provision shall not be applicable to activities or actions committed which are outside the scope of

employment or duties of a member of the Board of Directors or Director of the Center and the same can be proven by clear, cogent and convincing evidence.

CERTIFICATION

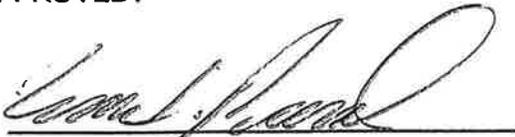
The undersigned Secretary of the Snohomish County Police Staff and Auxiliary Services Center hereby certifies that the foregoing is a true and correct copy of the 1983 Interlocal Agreement, as amended, of the Snohomish County Police Staff and Auxiliary Services Center.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of August, 2009.



Thomas E. Howell, Secretary

APPROVED:



Kevin L. Prentiss, Chairman
SNOPAC Board of Directors

INTERLOCAL AGREEMENT FOR SNOHOMISH COUNTY
POLICE STAFF AND AUXILIARY SERVICES CENTER

EXHIBIT A

SNOPAC USER AGENCIES:

Police Departments:

Arlington Police Department
Darrington Police Department
Everett Police Department
Gold Bar Police Department
Granite Falls Police Department
Lake Stevens Police Department
Mill Creek Police Department
Monroe Police Department
Snohomish County Sheriff's Office
Snohomish Police Department
Stanwood Police Department
Sultan Police Department

Fire Protection Districts:

3, 4, 5, 7, 8, 14
15, 16, 17, 18, 19
21, 22, 23, 24, 25
26, 27, 28
Arlington Fire Department
Everett Fire Department
Mukilteo Fire Department
Stanwood Fire Department

Hospital District:

Medic 3