

**THURSTON 9-1-1- COMMUNICATIONS
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT FOR COMMUNICATIONS SERVICES**

THIS THURSTON 9-1-1 COMMUNICATIONS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR COMMUNICATIONS SERVICES (this "Intergovernmental Agreement") amends and restates the 1995 INTERGOVERNMENTAL AGREEMENT FOR COMMUNICATIONS SERVICES, as amended, made and entered into by and among THURSTON COUNTY, the CITY OF OLYMPIA, the CITY OF LACEY, the CITY OF TUMWATER, the CITY OF YELM, the CITY OF TENINO, the TOWN OF RAINIER, the TOWN OF BUCODA, and the THURSTON COUNTY FIRE PROTECTION DISTRICTS who were signatories thereto (each, a "Party").

In consideration of the mutual promises, benefits and covenants contained herein, the Parties hereby agree as follows:

Article 1 RECITALS

- 1.1. The Parties and the residents of Thurston County benefit both in terms of efficiency and economy from a consolidated communications system (the "System") providing service to Thurston County and the cities, fire protection districts and regional fire authorities within Thurston County.
- 1.2. Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes the Parties to agree to the joint provision of Communications Services (as defined herein).
- 1.3. The Parties agree that it is in the public interest to form a new entity, Thurston 9-1-1 Communications ("TCOMM911"), and execute this Intergovernmental Agreement defining the powers and obligations of TCOMM911 in order to achieve these objectives and provide for the oversight and management of the System.
- 1.4. It is the intent of the Parties that funding for the System be provided primarily from sales and use tax receipts (1/10th of 1% for emergency communications approved by voters in September 2002) and 9-1-1 excise taxes, grants, contracts and Fees. Additional revenue may be provided by Member Agencies through Member Assessments.

Article 2 DEFINITIONS

Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the terms defined above shall have the meanings set forth above and the following terms shall have the respective meanings set forth below for the purposes hereof.

"Administration Board" means the Board of Directors of TCOMM911.

“Bylaws” means the Bylaws of TCOMM911 attached hereto as Exhibit B, as they may be amended from time to time in accordance with the provisions thereof.

“Code” means the Internal Revenue Code of 1986, as it may be amended from time to time.

“Communications Services” shall include 24 hour dispatch for law enforcement, fire services and Medic One, or any communications services recommended by the Operations Board and approved by the Administration Board.

“County” shall mean Thurston County.

“FCC” means the Federal Communications Commission.

“Fees” means billed costs for services provided to Member Agencies and Non-Member Agencies that include such things as rental of equipment. Fees are separate from and may be in addition to Member Assessments.

“Funding Formula” means the formula that describes how Member Agencies are assessed within each specific service (i.e. law enforcement, fire service and Medic One), as further described in Section 11.4.

“Majority Vote” means a decision of the Administration Board by a simple majority of members of the Administration Board present and voting.

“Member Agencies” means initially the Parties to this Intergovernmental Agreement, and from time to time includes entities that join TCOMM911 as Member Agencies and excludes entities that withdraw from TCOMM911 as Member Agencies, in each case in accordance with the provisions of this Intergovernmental Agreement.

“Member Assessments” means the costs for services to Member Agencies and Non-Member Agencies that are over and above projected revenues from sales and use taxes, 9-1-1 excise taxes, grants, contracts and Fees.

“Non-Member Agency” means any entity that is not a Member Agency.

“Operations Board” means the Operations Board of TCOMM911.

“Represented Entities” means the entities represented by members of the Administration Board.

“Service Specific” shall relate to projects that address the needs of only law enforcement, only fire service, only Medic One, or only fire service/Medic One.

“Supermajority Vote” means a decision of the Administration Board by not less than two-thirds of all members of the Administration Board.

“System” means the consolidated emergency communications system provided pursuant to the terms hereof.

“TCOMM911” means Thurston 9-1-1 Communications, the entity of that name created by this Intergovernmental Agreement.

Article 3 **FORMATION, PURPOSE AND POWERS**

3.1. Formation. The Parties hereby create Thurston 9-1-1 Communications (“TCOMM911”).

3.2. Incorporation.

3.2.1. The Member Agencies shall incorporate TCOMM911 as a nonprofit corporation and instrumentality of the Member Agencies pursuant to Chapter 24.06 RCW and as a tax-exempt organization under Section 115 and Section 501(c)(3) of the Code. The Member Agencies may reorganize the form of TCOMM911 in any manner as may be permitted by law as described in Article 13 or by amendment of this Intergovernmental Agreement in accordance with Article 12 .

3.2.2. The Articles of Incorporation attached to this Intergovernmental Agreement as Exhibit A and incorporated herein by this reference shall be executed at the time of execution of this Intergovernmental Agreement.

3.3. Purpose. The purposes of TCOMM911 shall include, but are not limited to financing, design, acquisition, construction, equipping, reequipping, operation, maintenance, remodeling, repair, and improvement of the System.

3.4. Powers. In furtherance of its purposes, TCOMM911 shall have the power:

3.4.1. to acquire, construct, receive, own, manage, lease and sell real property, personal property and intangible property;

3.4.2. to operate and maintain the System and related facilities;

3.4.3. to enter into contracts with public and private entities;

3.4.4. to employ and terminate personnel, with or without cause, and contract for personnel and services with public and private entities;

3.4.5. to sue and be sued;

3.4.6. to incur indebtedness and to issue bonds, notes or other evidence thereof (through one or more of the Member Agencies unless and until TCOMM911 has such power under applicable law);

3.4.7. to establish and collect Fees and Member Assessments in accordance with the Funding Formula;

3.4.8. to establish policies, guidelines or regulations to carry out its powers and responsibilities; and

3.4.9. to exercise all other powers that are within the statutory authority of and may be exercised by the Member Agencies with respect to the System.

Article 4 SYSTEM AND PROVISION OF COMMUNICATIONS SERVICES

4.1. System Assets. System assets shall be held in the name of TCOMM911. TCOMM911 may acquire, construct, receive, own, manage, lease or sell System assets and other assets. A Member Agency may transfer to TCOMM911 its title to, or operational control of, communication assets. TCOMM911 may control and manage both the assets it owns and the assets that are owned by Member Agencies that have transferred control of those assets to TCOMM911. This Intergovernmental Agreement does not vest in TCOMM911 any authority with respect to other facilities or assets of the Member Agencies. Member Agencies shall be deemed to have an ownership interest in any assets owned by TCOMM911, whether those assets have been developed by, purchased by or transferred to TCOMM911. Such interest shall be exercisable only pursuant to this Intergovernmental Agreement. The fact that title to an asset has been transferred to TCOMM911 by a Member Agency shall create no special right of that Member Agency with respect to that asset.

4.2. Provision of Services. TCOMM911 shall be responsible for providing Communications Services pursuant to this Intergovernmental Agreement. TCOMM911 may contract with Non-Member Agencies to provide Communications Services to Non-Member Agencies. These Non-Member Agencies shall pay Fees for these services as established by the Administration Board. TCOMM911 may contract with Member Agencies to provide Communications Services other than dispatch services. These Member Agencies shall pay Fees for these services as established by the Administration Board.

4.3. Federal Communications Commission Licenses. TCOMM911 shall be responsible for reviewing, renewing, and updating the FCC licenses of TCOMM911 and all law enforcement Member Agencies. TCOMM911 will assist fire service Member Agencies in reviewing, renewing and updating their FCC licenses as requested. In the event of termination of this Intergovernmental Agreement, all rights to and interest in FCC licenses shall revert to the former holders thereof.

4.4. Equipment. Each Member Agency shall be responsible for purchasing, maintaining and repairing its own fixed mobile and portable communications, radio and computer equipment, and such other equipment so designated by the Administration Board, and shall retain all rights to such equipment.

4.5. Use of Network and Information. TCOMM911 shall be responsible for ensuring 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 purposes of the administration of the criminal laws or for the purposes enumerated in Chapter 10.97 and Chapter 446-20 of the Washington Administrative Code.

4.6. System Location. The County shall continue to lease the Emergency Services Center for not less than ten years, plus two five-year extensions at the option of TCOMM911, with rent calculated using the existing cost distribution formula based on square footage allocated to

building tenants for utilities, custodial services, facilities maintenance, landscape maintenance, assigned square footage and options, occupied space and unoccupied space. The County shall also continue to permit TCOMM911 to use space in its Courthouse Building #3 Penthouse for radio equipment.

Article 5 TERM AND TERMINATION OF INTERGOVERNMENTAL AGREEMENT

5.1. Term. This Intergovernmental Agreement shall be effective, as set forth in Section 17.3, when executed by all the Parties. This Intergovernmental Agreement shall continue in effect for 30 years unless earlier terminated in accordance with the provisions of this Intergovernmental Agreement.

5.2. Renewal. This Intergovernmental Agreement shall be automatically renewed for successive terms of five years unless earlier terminated in accordance with the provisions of this Intergovernmental Agreement.

5.3. Termination – Supermajority Vote. This Intergovernmental Agreement shall terminate effective upon any date specified by Supermajority Vote and ratification by motion or resolution evidenced in writing of not less than two-thirds of all Member Agencies.

5.4. Assets – Distribution. Upon termination of this Intergovernmental Agreement, the Administration Board shall establish a procedure for realizing the fair market value of TCOMM911 assets, which may include offering assets for sale to Member Agencies or Non-Member Agencies. The proceeds of TCOMM911 assets shall be distributed to Member Agencies according to their share of ownership as determined by the Administration Board pursuant to the Funding Formula in effect from time to time.

Article 6 WITHDRAWAL OF MEMBER AGENCIES

6.1. Procedure. Any Member Agency may voluntarily withdraw from TCOMM911 effective December 31 of any year by giving written notice to the Administration Board prior to June 1 of such year of its intent to withdraw. Such written notice shall include evidence of approval of such action by the Member Agency's legislative body. The withdrawal of Member Agencies shall be by written addendum to this Intergovernmental Agreement, signed by the Chair of the Administration Board and the authorized representative of the withdrawing Member Agency.

6.2. Payments Prior to Withdrawal. Member Agencies shall continue to be responsible for paying any rates, fees, charges and assessments imposed by TCOMM911 after notice of withdrawal has been given but before withdrawal has become effective, as if no notice of withdrawal had been given. The Withdrawing Member Agency shall, prior to the effective date of its withdrawal, pay to TCOMM911 such Member Agency's allocable share of the obligations of TCOMM911, as determined by the Administration Board, which shall include obligations or costs incurred by TCOMM911 as of the date the Member Agency's withdrawal notice is received, including, but not limited to, the debt service obligations, contract obligations and cash financed capital projects of TCOMM911.

6.3. Obligations Upon Withdrawal. A withdrawing Member Agency shall relinquish all System equipment which the Administration Board determines is necessary to maintain the System at an effective level of service that all remaining Member Agencies enjoyed prior to the withdrawal.

6.4. Rights Upon Withdrawal. A withdrawing Member Agency shall be entitled to have that Member Agency's interest in TCOMM911 assets equitably determined as set forth in this Section.

6.4.1. Process. The Member Agencies shall use reasonable efforts to determine the value of and method of payment for a withdrawing Member Agency's interest in TCOMM911 assets. If after such reasonable efforts, the value of and payment for a withdrawing Member Agency's interest in TCOMM911 assets, has not been determined, the issue may be treated as a complaint.

6.4.2. Equitable Factors. In determining the value of and the method of payment for a withdrawing Member Agency's interest in TCOMM911 assets, equitable factors, including without limitation the following, shall be considered. The Member Agencies acknowledge that the results of this process and application of such equitable factors may result in the realization of less than fair value for a Member Agency's interest in TCOMM911 assets.

- a. The continuing, effective operation of the System;
- b. The withdrawing Member Agency's interest in TCOMM911 assets;
- c. Amounts owed to the System by the withdrawing Member Agency;
- d. The impact on the budgets of remaining Member Agencies and the ability of remaining Member Agencies to provide services to the public; and
- e. The value of the System.

6.4.3. Withdrawing Member Agency May Become Non-Member Agency. A withdrawing Member Agency may become a Non-Member Agency, subject to all obligations imposed upon a Non-Member Agency.

Article 7 TERMINATION OF MEMBER AGENCIES

7.1. Procedure. A Member Agency may be terminated effective December 31 of any year upon Supermajority Vote at least 180 days in advance that the Member Agency has not complied with TCOMM911 policies, guidelines or regulations, including without limitation FCC rules and regulations. The termination of Member Agencies shall be by written addendum to this Intergovernmental Agreement, signed by the Chair of the Administration Board.

7.2. Obligations and Rights Upon Termination. Following termination, a Member Agency that has been terminated shall be subject to the same obligations and entitled to the same rights as a withdrawing Member Agency under Sections 6.2 through 6.4.3.

Article 8 ADDITION OF MEMBER AGENCIES

The Parties constitute the original Member Agencies of TCOMM911. Additional Member Agencies may be added upon receipt by the Secretary of the Administration Board of application by a prospective Member Agency, accompanied by motion or resolution evidenced in writing by the legislative body of such prospective Member Agency, and approval by Supermajority Vote. The Administration Board in its sole discretion shall determine the appropriate payment required of additional Member Agencies. Such required payment may take into account past investment and formation costs. The admission of Member Agencies shall be by written addendum to this Intergovernmental Agreement, signed by the Chair of the Administration Board and the authorized representative of the new Member Agency.

Article 9 ADMINISTRATION BOARD AND OPERATIONS BOARD

The Administration Board shall govern TCOMM911 as described in the Bylaws, and the Administration Board shall have the powers set forth in the Bylaws. The Operations Board shall advise the Administration Board in the operation of TCOMM911 as described in the Bylaws, and the Operations Board shall have the powers set forth in the Bylaws.

Article 10 BUDGET

The annual budget shall be prepared by the Executive Director and submitted to the Administration Board, the Operations Board and each Member Agency, reviewed by the Administration Board and the Operations Board and adopted by the Administration Board as set forth in the Bylaws. The budget process will include a process for public participation prior to adoption. Each Member Agency will be sent a copy of the final budget. If Member Assessments are approved as described in Article 11, each Member Agency shall pay its share to TCOMM911 in equal quarterly installments, payable within 10 days after the beginning of a calendar quarter.

Article 11 FINANCES

11.1. General. It is anticipated that funding for the System be provided primarily from sales and use tax receipts (1/10th of 1% for emergency communications approved by voters in September 2002), 9-1-1 excise taxes, grants, contracts and Fees. Throughout the term of this Intergovernmental Agreement, the County shall continue to impose and collect (or cause to be imposed and collected) on behalf of TCOMM911 the 1/10th of 1% sales tax for emergency communications approved by voters in September 2002 and 9-1-1 excise taxes. Additional revenue may be provided by Member Agencies through Member Assessments, which are to be assessed only if approved as described in Section 11.2 or 11.3.

11.2. Member Assessments. Prior to approving Member Assessments, all Member Agencies shall be sent written copies of the proposal at least 30 days prior to the Administration Board meeting at which the proposal is to be considered and given an opportunity to submit comments. Member Assessments require approval by Supermajority Vote and ratification by motion or resolution evidenced in writing of not less than two-thirds of all Member Agencies within 30 days after the approval by Supermajority Vote. If the Member Assessments are not so ratified within 30 days, the current assessment, if any, shall remain in effect.

11.3. Member Assessments for Service Specific Projects. For Service Specific projects, the same process outlined in Section 11.2 shall be used, but only the members of the Administration Board representing the Member Agencies benefited by and included in the Service Specific project shall vote on the Member Assessments, and Supermajority Vote and ratification shall be determined with reference only to such Member Agencies.

11.4. Funding Formula. The initial Funding Formula for Member Agencies attached hereto as Schedule I and incorporated herein by reference may be amended from time to time to assure fair and equitable funding of the System as follows. Prior to amending the Funding Formula, all Member Agencies shall be sent written copies of the proposal at least 30 days prior to the Administration Board meeting at which the proposal is to be considered and given an opportunity to submit comments. If the vote by the Administration Board to amend the Funding Formula is not unanimous, the Chair shall send a notification to the legislative body of each Member Agency. The notification shall outline the proposal and request the legislative body of each Member Agency to either approve or reject the proposal by resolution or motion evidenced in writing. Amendments to the Funding Formula that have not been approved by unanimous vote of the Administration Board require approval by not less than two-thirds of all Member Agencies within 30 days after notification. If an amendment to the Funding Formula requiring approval by Member Agencies is not so approved within 30 days, the current Funding Formula shall remain in effect. Any amendment to the Funding Formula will be effective on January 1 and must be approved prior to March 1 of the previous year, or at the time of receipt of approval of the Member Agencies when amendments are approved after March 1 of the previous year.

Article 12 AMENDMENTS

Any Member Agency may request changes to this Intergovernmental Agreement. Amendments to this Intergovernmental Agreement may be made only by the written agreement of all Member Agencies.

Article 13 CHANGE IN CORPORATE FORM

Notwithstanding anything in this Intergovernmental Agreement to the contrary, the Administration Board may, by Supermajority Vote, approve conversion of TCOMM911 to a joint operating agency, municipal corporation, public corporation, limited liability company, limited liability partnership or other corporate form. The Member Agencies hereby acknowledge that the Administration Board has the authority to elect to change the corporate form of TCOMM911 as set forth in this Article 13 and to effect such change. Each Member Agency hereby consents to such change in corporate form.

Article 14 ARBITRATION

Any controversy between the Member Agencies in regard to the application or interpretation of this Intergovernmental Agreement may be submitted to and determined by arbitration in accordance with Chapter 7.04 RCW.

Article 15 INSURANCE

The Administration Board shall procure insurance including without limitation general liability, officers and public officials errors and omissions, property, casualty and fire. The Administration Board may authorize contracts with insurance and/or risk pools, or other agencies to provide the insurance coverages deemed by the Administration Board to be reasonable and appropriate for TCOMM911.

Article 16 GENERAL TERMS

16.1. Agreement Complete. This Intergovernmental Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

16.2. Time of Essence. Time is of the essence in the performance of the provisions of this Intergovernmental Agreement.

16.3. Waiver. No term or provision of this Intergovernmental Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Member Agency claimed to have waived or consented.

16.4. Subsequent Breach. Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Intergovernmental Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Intergovernmental Agreement unless stated to be such through written approval of all Member Agencies.

16.5. Rights Reserved. Except as specifically provided herein, each Member Agency retains all rights and claims that may exist now or in the future against another Member Agency.

16.6. Notice. Except as otherwise provided herein, all notices, consent or other communications required hereunder shall be in writing or (if consented to by a Member Agency) electronic means and shall be sufficiently given if addressed and mailed by first class, certified, or registered mail, postage prepaid, or (if consented to by a Member Agency) sent electronically, as specified on the signature page of each Member Agency, or as specified by such Member Agency to TCOMM911 and the other Member Agencies.

16.7. Partial Invalidity. If any of the provisions of this Intergovernmental Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

16.8. Assignment. No Member Agency may sell, transfer or assign any of its rights or benefits under this Intergovernmental Agreement without Administration Board approval. Notwithstanding the foregoing, any entity into which a Member Agency or substantially all of its Communications Services is converted or merged shall succeed to the rights, benefits and obligations of such Member Agency under this Intergovernmental Agreement without further action by any Member Agency or TCOMM911.

Article 17 EXECUTION

17.1. Multiple Counterparts. This Intergovernmental Agreement may be executed in multiple counterparts.

17.2. Authority. Each of the undersigned represents that this Intergovernmental Agreement is duly authorized by the Member Agency represented.

17.3. Effective Date. All of the undersigned having executed this Intergovernmental Agreement, this Intergovernmental Agreement is effective January 1, 2011.

[INSERT SIGNATURE BLOCKS FOR EACH PARTY WITH CONTACT INFORMATION FOR DELIVERY OF NOTICES PURSUANT TO SECTION 16.6]

SCHEDULE I
INITIAL FUNDING FORMULA

This formula is to be utilized to determine member agency assessments as approved by the Thurston County Department of Communications Administration Board. Approved member agency assessments are determined by applying this formula after deducting the projected revenues from the sales and use taxes, 9-1-1 taxes, grants, contracts member agency and non-member agency service fees from the total budget.

Definition: "Call(s) for Service," herein referred to as "CFS" shall refer to an event that occurs within a specific jurisdiction that is tracked by the Department through manual or automated means.

I. Base Formula. Member agency assessments shall be determined as follows: The basic formula apportionment between law enforcement and fire service agencies is based upon the number of "Service Specific" dispatch positions in the center for law enforcement compared to fire service, and any service specific recurring costs

Base Formula Calculation:

<u>Year</u>	<u>Law Enforcement</u>	<u>Fire/Medic One</u>
2011 & Beyond	67%	33.0%

Any "Service Specific", non-recurring service costs will be the responsibility of the service that benefits from that project. Non-recurring projects will not affect the base formula calculation. The funding formula within the service affected shall be used to determine agency costs.

All "Common Support Function" costs, made up of the following: personnel, including Administration, Supervisor, Technical, and Telecommunicator, as well as Maintenance and Operations costs, will be apportioned between law enforcement and fire/EMS services agencies utilizing the base formula above. These common costs will be added to the service specific costs for the total costs to law enforcement and fire/EMS.

A. Law Enforcement Funding. Law enforcement costs shall be 67% of the total base member agency assessments. Law enforcement agency specific costs are determined by using calls for service (CFS) and population.

1. Determine the percentage of Tac 1 CFS, Tac 2 CFS, and Tac 9 CFS to the overall total law enforcement CFS. These percentages are then applied to the total law enforcement contribution to obtain a Tac 1 share, Tac 2 share, and Tac 9 share.

2. Calculate each agency's percentage of population to the total population within their respective radio group (Tac 1 group, Tac 2 group, Tac 9 group) to determine their member agency assessment from the total shares in #1 above.

B. **Fire/EMS Funding.** Fire/EMS costs shall be 33% of the total base member agency assessments.

1. Fire Funding. Fire service agency specific costs are 33% of the total fire/EMS member agency assessments, and are allocated to agencies by using the total number of fire CFS for service averaged over a 5 year period.

2. Medic One Funding. Medic One costs are 67% of the total fire/EMS member agency assessments.

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BYLAWS
OF
THURSTON 9-1-1 COMMUNICATIONS

ARTICLE 1. PURPOSES

Thurston 9-1-1 Communications ("TCOMM911") is organized in accordance with Chapter 24.06 RCW on behalf of and as an instrumentality of its governmental members exclusively for educational, charitable, religious, scientific and/or literary purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"). TCOMM911 shall exist for the primary purpose of lessening the burdens of the various municipal governments that require public safety dispatch services for fire service, emergency medical and law enforcement in Thurston County, Washington. TCOMM911 shall carry out the purposes of the Thurston 9-1-1 Communications Amended and Restated Intergovernmental Agreement for Communications Services, entered into by and among the governmental entities party thereto, with an effective date of January 1, 2011 (as it may be amended from time to time in accordance with the provisions thereof, the "Intergovernmental Agreement"), entered into pursuant to Chapter 39.34 RCW. The purposes of TCOMM911 shall include, but are not limited to financing, design, acquisition, construction, equipping, reequipping, operation, maintenance, remodeling, repair, and improvement of emergency communications systems and facilities.

ARTICLE 2. AUTHORITY AND MEMBERSHIP

TCOMM911 is established as a nonprofit corporation by the Parties to the Intergovernmental Agreement. The Member Agencies of TCOMM911 shall be as determined pursuant to the Intergovernmental Agreement.

ARTICLE 3. DEFINITIONS

Unless the context clearly dictates otherwise, capitalized terms used and not defined herein shall have the meaning set forth in this Article, and if not so defined, then as set forth in the Articles of Incorporation of TCOMM911, as they may be amended and supplemented from time to time (the "Articles"), or, if not defined in the Articles, the meanings set forth in the Intergovernmental Agreement.

"Administration Board" means the Board of Directors of TCOMM911.

"Bylaws" means these Bylaws of TCOMM911, as they may be amended from time to time in accordance with the provisions hereof.

"Code" means the Internal Revenue Code of 1986, as it may be amended from time to time.

“Communications Services” shall include 24 hour dispatch for law enforcement, fire services and Medic One, or any communications services recommended by the Operations Board and approved by the Administration Board.

“County” shall mean Thurston County.

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“Fees” means billed costs for services provided to Member Agencies and Non-Member Agencies that include such things as rental of equipment. Fees are separate from and may be in addition to Member Assessments.

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“Member Agencies” means initially the Parties to the Intergovernmental Agreement, and from time to time includes entities that join TCOMM911 as Member Agencies and excludes entities that withdraw from TCOMM911 as Member Agencies, in each case in accordance with the provisions of the Intergovernmental Agreement.

“Member Assessments” means the costs for services to Member Agencies and Non-Member Agencies that are over and above projected revenues from sales and use taxes, 9-1-1 excise taxes, grants, contracts and Fees.

“Non-Member Agency” means any entity that is not a Member Agency.

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“Represented Entities” means the entities represented by members of the Administration Board.

“Service Specific” shall relate to projects that address the needs of only law enforcement, only fire service, only Medic One, or only fire service/Medic One.

“Supermajority Vote” means a decision of the Administration Board by not less than two-thirds of all members of the Administration Board.

“System” means the consolidated emergency communications system provided pursuant to the terms hereof.

“TCOMM911” means Thurston 9-1-1 Communications, the entity of that name created by the Intergovernmental Agreement.

ARTICLE 4. OFFICES

The principal office and place of business of TCOMM911 in the State of Washington shall be located at:

2703 Pacific Avenue SE, Suite A
Olympia, Washington 98501

ARTICLE 5. ADMINISTRATION BOARD

Section 5.1 General Powers. TCOMM911 shall be governed by the Administration Board, which shall be deemed a “board of directors” as that term is used in RCW 24.06.125.

Section 5.2 Composition of Administration Board. The Administration Board shall consist of the chair of the Operations Board, who shall have no vote and whose presence or absence shall not be considered in determining the existence of a quorum or the result of a Majority Vote or a Supermajority Vote, and the following eight members:

1. One member of the Board of County Commissioners of Thurston County,
2. The mayor or one city councilmember of the City of Olympia,
3. The mayor or one city councilmember of the City of Lacey,
4. The mayor or one city councilmember of the City of Tumwater,
5. The Thurston County Sheriff,
6. One mayor or councilmember from the City of Yelm, the City of Tenino, the City of Rainier or the Town of Bucoda, to represent all of such municipalities,
7. One Commissioner of Thurston County Fire Protection District No. 3, and
8. One mayor, councilmember or commissioner from one of the Member Agencies that is not otherwise represented, to represent all such Member Agencies.

Each member of the Administration Board shall be deemed a “director” as that term is used in RCW 24.06.130. Members of the Administration Board shall not have terms, but each member shall serve at the pleasure of the entity or entities represented by such member (the “Represented Entities”). In order to serve as a member of the Administration Board, an individual must be appointed to serve on the Administration Board by resolution or motion evidenced in writing of the legislative body or bodies of the appointing Represented Entities. Represented Entities shall designate alternate members to the Administration Board. Alternate members must be appointed to serve by resolution or motion evidenced in writing of the legislative body or bodies of the appointing Represented Entities. For purposes of these Bylaws, and unless the context clearly indicates otherwise, a “member” of the Administration Board shall include both the member and the alternate member of the Administration Board; provided, that (a) the presence of a member’s alternate shall be counted toward a quorum only if such member is not present and (b) the vote of

a member's alternate shall be counted only if such member is not present for such vote. Each member of the Administration Board shall submit to the Chair of the Administration Board in writing the names and contact information of such member and such member's alternate. Members of the Administration Board may be removed as set forth in Section 5.12.

Section 5.3 Tenure. Unless a member of the Administration Board resigns or is removed in accordance with these Bylaws, each member of the Administration Board shall hold office until replaced by resolution or motion evidenced in writing of the legislative body or bodies of the appointing Represented Entities.

Section 5.4 Annual and Other Regular Meetings. The annual meeting shall be held in March of each year, at such time and place as may be determined by the Administration Board, for the transaction of such business as may come before the meeting. The Administration Board may specify by resolution the time and place for holding any other regular Administration Board meetings, which shall be held at least quarterly. Notice of regular meetings other than annual meetings may be made by providing each member of the Administration Board with the adopted schedule of regular meetings for the ensuing year (including the date, time and place) at any time after the annual meeting that is at least ten days prior to such regular meeting in accordance with RCW 24.06.105. Notice shall also be given to other persons as may be specified pursuant to Chapter 42.30 RCW or other applicable law.

Section 5.5 Special Meetings. Special meetings of the Administration Board may be called by the Chair, Vice-Chair or Secretary, or by the written request of at least 25% of the Member Agencies. Notice of special meetings of the Administration Board stating the date, time and place thereof and the purpose or purposes for which the meeting is called shall be delivered to each member of the Administration Board in accordance with RCW 24.06.105. The notice must be written or given by electronic means. Notice shall also be given to other persons as may be specified pursuant to Chapter 42.30 RCW or other applicable law.

Section 5.6 Waiver of Notice. Whenever any notice is required to be given to any member of the Administration Board pursuant to applicable law, a waiver thereof in writing signed by the member of the Administration Board entitled to notice shall be deemed equivalent to the giving of notice. Any member of the Administration Board may waive notice of any meeting at any time. The attendance of a member of the Administration Board at a meeting shall constitute a waiver of notice of the meeting except where a member of the Administration Board attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened. Unless otherwise required by law and as specified in Section 5.5, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Administration Board need be specified in the notice or waiver of notice of such meeting.

Section 5.7 Quorum. A majority of the members of the Administration Board shall constitute a quorum for the transaction of any business at any meeting of the Administration Board.

Section 5.8 Participation by Conference Telephone. Members of the Administration Board may participate in a regular or special meeting of the Administration Board, or conduct the meeting through the use of, any means of communication by which all members of the

Administration Board participating in the meeting can hear each other during the meeting, consistent with the provisions of Section 5.11. Participation by such means shall constitute presence in person at the meeting.

Section 5.9 Manner of Acting; Rules of Order. If a quorum is present when a vote is taken, a decision of the Administration Board by a simple majority of members of the Administration Board present and voting (a "Majority Vote") is the act of the Administration Board, unless the question is one upon which a different vote is required by express provision of law, the Intergovernmental Agreement or these Bylaws. Meetings shall be conducted in accordance with such generally accepted rules of order as the Chair shall determine, provided, that any member of the Administration Board may at any time require that a meeting be conducted in accordance with the latest available edition or revision of Robert's Rules of Order on Parliamentary Procedure, so far as applicable and when not inconsistent with these Bylaws, the Intergovernmental Agreement, the Articles or any resolution of the Administration Board. The Administration Board may act by voice votes called for by the Chair, but any member of the Administration Board may require a recorded tabulation of votes by making a request either immediately before the vote is taken or immediately after a voice vote has been taken.

Section 5.10 Voting. Unless otherwise provided in these Bylaws or the Intergovernmental Agreement, decisions of the Administration Board shall be made by Majority Vote. No Supermajority Vote (a decision of the Administration Board by not less than two-thirds of all members of the Administration Board) may be taken unless reasonable notice of the Supermajority Vote has been given to all members of the Administration Board.

The following actions shall require approval by Supermajority Vote:

1. Addition of any Member Agency;
2. Termination of any Member Agency;
3. Amendments to these Bylaws;
4. Amendments to the Articles;
5. Termination of any member of the Administration Board;
6. Member Assessments (subject to ratification by not less than two-thirds of all Member Agencies as provided in the Intergovernmental Agreement);
7. [Approval of an officer of the Administration Board to serve more than six consecutive terms in the same office;]
8. Termination of the Intergovernmental Agreement (subject to ratification by not less than two-thirds of all Member Agencies as provided in the Intergovernmental Agreement);
9. Change in corporate form; and
10. Corporate dissolution.

Section 5.11 Open Public Meetings. All meetings of the Administration Board and any committee thereof shall be open to the public as and to the extent specified pursuant to Chapter 42.30 RCW and other applicable law.

Section 5.12 Resignation; Removal. A member of the Administration Board may resign at any time, effective upon the date stated in a letter of resignation delivered to the Chair or the Secretary by that member, or upon receipt by the Chair or Secretary if no such date is specified. A member of the Administration Board may be removed by the appointing Represented Entities. Removal shall be effective upon delivery of written notice of the removal to the Chair or the Secretary by the legislative body or bodies of the appointing Represented Entities. In addition, after 30 days' written notice to the appointing Represented Entities, any member of the Administration Board may be removed with cause by a Supermajority Vote, and the individual removed may not be reappointed by the appointing Represented Entities for one year after the date of removal.

Section 5.13 Vacancies. Any vacancy occurring in the Administration Board shall be filled by the appointing Represented Entities within 90 days after the effective date of the resignation/removal of their representative member.

Section 5.14 Reimbursement of Expenses. By resolution of the Administration Board, the members of the Administration Board may be reimbursed for reasonable actual out-of-pocket expenses, if any, incurred for attendance at meetings of the Administration Board or a committee thereof or conducting other business of TCOMM911.

ARTICLE 6. COMMITTEES; OPERATIONS BOARD

Section 6.1 General. The Administration Board may by resolution create the committees and boards set forth below. The Administration Board may create additional standing committees and special committees as it deems appropriate, and members of such committees shall be appointed by and serve at the pleasure of the Administration Board. Unless otherwise stated, persons who serve as members of a committee shall not be required to be members of the Administration Board or to be elected officials or employees of the Member Agencies. The Administration Board shall attempt to appoint committee members in a manner that encourages diversity of representation and that reflects the diversity of the Member Agencies. Committees shall be governed by such rules regarding meetings, actions without meetings, notice, waiver of notice and quorum as is deemed necessary and appropriate by the Administration Board; provided that, in the absence of contrary direction by the Administration Board, committees shall be governed by the same rules regarding meetings, action without meetings, notice, waiver of notice, and quorum (but not voting requirements) that apply to the Administration Board. Recommendations of committees may be made by a simple majority of committee members present and voting. The designation of any such committee and the delegation thereto of authority shall not relieve the Administration Board or any member of the Administration Board of any responsibility imposed by law. No committee shall have the authority to take any action inconsistent with the Articles, these Bylaws or the Intergovernmental Agreement.

Section 6.2 Executive Committee. The Administration Board may establish an Executive Committee consisting of the Chair, the Vice-Chair, the Secretary, the Executive Director (if the

Executive Director is not the Secretary), a representative of the Operations Board appointed by the Operations Board and such other members as may be determined by the Administration Board. The Executive Committee shall act based on the direction of the Administration Board and shall make recommendations to the Administration Board.

Section 6.3 Operations Board. The Operations Board shall consist of the following ten members:

1. Thurston County Sheriff,
2. Chief of Police of the City of Olympia,
3. Chief of Police of the City of Lacey,
4. Chief of Police of the City of Tumwater,
5. One chief law enforcement officer of the City of Yelm, the City of Tenino or the City of Rainier, to represent all such cities,
6. Fire Chief of Olympia,
7. Fire Chief of Tumwater,
8. Fire Chief of District No. 3,
9. One fire chief, employee or volunteer from one of the Member Agencies that is not otherwise represented, to be selected by the Fire Chiefs Association to represent all such Member Agencies, and
10. One representative of the Emergency Medical Services Administrator (Medic One).

The members of the Operations Board shall select a chair from among their members. Each entity or group of entities represented by a member of the Operations Board shall designate an alternate member to the Operations Board. For purposes of these Bylaws, and unless the context clearly indicates otherwise, a "member" of the Operations Board shall include both members and alternate members of the Operations Board; provided, that (a) the presence of a member's alternate shall be counted toward a quorum only if such member is not present and (b) the vote of a member's alternate shall be counted only if such member is not present for such vote. Each member of the Operations Board shall submit to the Chair of the Administration Board in writing the names and contact information of such member and such member's alternate.

The responsibilities of the Operations Board shall be as follows:

1. Develop operational priorities, policies and procedures;
2. Review requests for additional Communications Services and determine if such Communications Services should be provided; and, if approved by a majority of the

members of the Operations Board, provide the Administration Board with the recommendation and cost for the additional services;

3. The chair shall have the authority to appoint two standing sub-committees, one representing law enforcement interests and the other fire service interests for the purpose of recommending to the full Operations Board on items of interest to their particular group; and
4. The law enforcement agency members of the Operations Board shall establish any necessary rules and regulations governing access to, security for, and operation of the data communications network and any criminal justice records information received by or through means of such network. Such rules and regulations shall be consistent with the provisions and requirements of Chapter 10.97 RCW and Chapter 446-20 of the Washington Administrative Code.

The Operations Board shall meet as frequently as deemed necessary. Any action by the Operations Board requires at least six members present and a majority vote of those present. The Operations Board shall review matters relevant to the operation of the System in accordance with the Intergovernmental Agreement and any proposed plans, changes or modifications thereto, and shall advise the Administration Board on matters relevant to the operation of the System and other matters as requested by the Administration Board.

Section 6.4 Budget Committee. A Budget Committee will be appointed each year, consisting of three representatives from the Operations Board and three representatives from the Administration Board.

ARTICLE 7. OFFICERS

Section 7.1 Titles of Officers. TCOMM911 shall have a Chair, a Vice-Chair and a Secretary, each of whom shall be appointed by the Administration Board. The Chair shall chair the Administration Board and must be a member of the Administration Board. The Vice-Chair shall perform the duties of the Chair in the Chair's absence and must be a member of the Administration Board. The Secretary shall be responsible for the books and records of TCOMM911 and may be either a member of the Administration Board or the Executive Director. In addition, the officers shall perform such other duties as may be determined by the Administration Board. Additional officers may be appointed by the Administration Board. No member of the Administration Board shall hold more than one office at a time [, and no member of the Administration Board shall be eligible to serve more than six consecutive terms in the same office, except in extraordinary cases as approved by a Supermajority Vote].

Section 7.2 Appointment and Term of Office. The officers of TCOMM911 shall be appointed by the Administration Board at the annual meeting, to serve for one year until the next annual meeting or until removed by the Administration Board. Each officer shall hold office until a successor shall have been appointed, except in the event of the termination of an officer's term in the manner herein provided.

Section 7.3 Resignation. Any officer may resign at any time by delivering written notice to the Chair or the Secretary, or by giving oral notice at any meeting of the Administration Board.

Any such resignation shall take effect at any subsequent time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.4 Removal. Any officer appointed by the Administration Board may be removed by the Administration Board upon 30 days' written notice, with or without cause. Appointment of an officer shall not of itself create contract rights in the individual or in the Member Agency or other entity concerned.

Section 7.5 Chair. The Chair (who shall be deemed a "president" as that term is used in RCW 24.06.155) shall preside at all meetings of the Administration Board. The Chair may sign deeds, leases, bonds, contracts, or other instruments that the Administration Board has authorized to be executed, except in cases where the signing and execution thereof are expressly delegated by the Administration Board or by these Bylaws to some other officer or agent of TCOMM911 or shall be required by law to be otherwise signed or executed. In general, the Chair shall perform all duties incident to office of Chair and such other duties as may be prescribed by resolution of the Administration Board.

Section 7.6 Vice-Chair. The Vice-Chair shall perform the duties of the Chair in the absence of the Chair. When so acting, the Vice-Chair shall have all the powers of and be subject to all the restrictions upon such officers and shall perform such other duties as from time to time may be assigned to the Chair by resolution of the Administration Board.

Section 7.7 Secretary. The Secretary shall keep, or cause to be kept, the minutes of the proceedings of the Administration Board, shall give notices in accordance with the provisions of these Bylaws and as required by law, shall be custodian of the corporate records of TCOMM911, shall have charge and custody of and be responsible for maintaining or overseeing maintenance of correct and complete nonfinancial books and records of TCOMM911.

Section 7.8 Delegation. In the case of absence or inability to act of any officer and of any person herein authorized to act in his or her place, the Administration Board may, from time to time, delegate the powers or duties of such officer to any other officer or any member of the Administration Board or Operations Board or other person whom it may select. The Chair may delegate duties or powers in addition to those listed herein to officers of TCOMM911 as necessary or appropriate to the conduct of the affairs of TCOMM911.

Section 7.9 Vacancies. Vacancies in any office arising from any cause may be filled by the Administration Board at any regular or special meeting of the Administration Board, subject to the notice provisions set forth in ARTICLE 5.

ARTICLE 8. INDEMNIFICATION

TCOMM911 shall indemnify officers and members of the Administration Board as set forth in the Articles and may indemnify member of the Operations Board, committees and other persons as provided by resolution of the Administration Board.

ARTICLE 9. CONFLICTS OF INTEREST

The members of the Administration Board, Operations Board and any committee should make every effort to avoid a conflict or the appearance of a conflict of interest with TCOMM911. Individual members of the Administration Board, the Operations Board or any committee may not, directly or indirectly, solicit a business relationship with TCOMM911 or do anything that might give the appearance of using their position to obtain a business relationship or business advantage with TCOMM911. No member of the Administration Board, the Operations Board or any committee may have an interest in any contract, subcontract or arrangement in connection with a project during his or her tenure as such member or for one year thereafter.

ARTICLE 10. STAFF AND CONSULTANTS

Section 10.1 Executive Director. TCOMM911, acting through the Administration Board, shall hire and retain an Executive Director who shall be an "at will" employee as defined by Washington law. The Executive Director shall report to the Chair and the Administration Board. The Administration Board shall be responsible for supervising and evaluating the Executive Director. After consulting with the Operations Board, the Administration Board may dismiss the Executive Director by Majority Vote. As the chief executive officer and agent of the Administration Board, the Executive Director shall have authority to conduct the day to day operations of TCOMM911; subject to the provisions of Section 10.3, to hire, discipline, set compensation for, discharge and otherwise supervise the other staff of TCOMM911; and to otherwise ensure that the purposes, policies and programs of TCOMM911 are fully and properly carried out.

Section 10.2 Treasurer. The initial Treasurer of TCOMM911 shall be the Thurston County Treasurer. The Administration Board may appoint a replacement Treasurer by resolution. The Treasurer shall have responsibility for overseeing the budget of TCOMM911 and ensuring that the accounting system of TCOMM911 meets acceptable accounting standards.

Section 10.3 Staff. The staff of TCOMM911 shall consist of such other positions as may be established by the Administration Board. The appointment of a Deputy Director, if any, by the Executive Director shall be subject to ratification by Majority Vote. The Administration Board may also provide that administrative, technical or professional services be performed by contract. Only the Administration Board shall be authorized to hire or retain legal counsel and independent accountants and auditors.

ARTICLE 11. EXECUTION OF CONTRACTS AND OTHER INSTRUMENTS

Except as otherwise provided by resolution of the Administration Board authorizing the execution thereof, all contracts, deeds, leases, notes, mortgages, pledges, transfers, and other written instruments binding upon TCOMM911 for amounts involving the expenditure of or revenue to TCOMM911 of greater than \$25,000 shall be executed on behalf of TCOMM911 by the Chair and one other officer. Subject to the provisions of Section 12.2, the execution of documents involving lesser amounts may be signed by the Executive Director alone, provided that such amounts are included in the annual budget.

ARTICLE 12. FINANCES

Section 12.1 Loans. No loans to or from TCOMM911 involving amounts greater than \$25,000 shall be contracted on behalf of TCOMM911, and no evidences of indebtedness totaling more than \$25,000 shall be issued in its name unless authorized by the Administration Board. Nothing in this section shall prohibit the Executive Director from obligating TCOMM911 under a conditional sales agreement or similar instrument so long as the value of the purchase does not exceed \$25,000 and such purchase is included in the annual budget. No loans shall be made by TCOMM911 to any officer, member of the Administration Board, Operations Board or any committee or any private entity.

Section 12.2 Checks, Drafts, Warrants, Orders and Evidences of Indebtedness.

Except as otherwise expressly provided in these Bylaws, all checks, drafts, warrants or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of TCOMM911 shall be signed by two officers, employees or agents of TCOMM911 in the manner as shall from time to time be prescribed by resolution of the Administration Board. In the absence of such provision by the Administration Board such instrument shall be signed by any two officers of the Administration Board.

Section 12.3 Contributions and Disbursements.

All contributions and other funds received by TCOMM911 shall be deposited in a special account or accounts in such banks, trust companies or other depositories as the Administration Board may select. All disbursements shall be made under proper authority of the Administration Board. All contributions, income to and disbursements of TCOMM911 shall be recorded by the Treasurer or Treasurer's designee in appropriate books and records and such records shall be subject to examination at any reasonable time, upon request by any member of the Administration Board.

Section 12.4 Budget/Financial Management.

An annual budget of proposed receipts, operating income and expenditures shall be prepared by the Executive Director for the Budget Committee and submitted to each Member Agency and to a joint meeting of the Administration Board and the Operations Board for review by both the Administration Board and the Operations Board and approval by the Administration Board in accordance with procedures established by the Administration Board. The budget shall include an operating reserve in an amount to be determined by the Administration Board. An equipment replacement fund for newly purchased equipment with an aggregate value of \$20,000 or more shall be included in the budget in an amount to be determined by the Administration Board. When approved by the Administration Board, such budget shall be the authorization for expenditures and operating expenses of the Administration Board, subject to amendments to such budget made by the Administration Board.

Section 12.5 Expenditures for Qualifying Purposes Only.

Subject to applicable law, the funds of TCOMM911 may be expended or distributed only for the purposes of TCOMM911 described in the Intergovernmental Agreement and in the Articles.

ARTICLE 13. SEAL

TCOMM911 need not have a corporate seal. If the Administration Board adopts a corporate seal, the seal of TCOMM911 shall be circular in form and consist of the name of TCOMM911 the state and year of incorporation, and the words "Corporate Seal."

ARTICLE 14. BOOKS AND RECORDS

TCOMM911 shall keep correct and complete books and records of account, minutes of the proceedings of the Administration Board and any committees established by the Administration Board and such other records as may be necessary or advisable. All books and records shall be subject to disclosure under Chapter 42.56 RCW.

ARTICLE 15. FISCAL YEAR

The fiscal year of TCOMM911 shall be determined by resolution adopted by the Administration Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

ARTICLE 16. COPIES OF RESOLUTIONS

Any person dealing with TCOMM911 may rely upon a copy of any of the records of the proceedings, resolutions or votes of the Administration Board when such records are certified by the Chair or Secretary.

ARTICLE 17. AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended or repealed, and new bylaws may be adopted, by Supermajority Vote.

The undersigned, being the Secretary of TCOMM911, hereby certifies that these Bylaws are the Bylaws of Thurston 9-1-1 Communications, adopted by resolution of the Administration Board on October 6th, 2010.

DATED this 7th day of October, 2010.


Secretary

**City of Lacey
P.O. Box 3400
Lacey, WA 98507-3400**

Date: 10 / 28 / 10

Signed By: _____



Greg J. Cuoio

Title: _____

City Manager

NOTE: EACH PARTY HAS SIGNED A SEPARATE SIGNATURE PAGE



EXHIBIT A
ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION
OF
THURSTON 9-1-1 COMMUNICATIONS

The undersigned, in order to form a nonprofit corporation under Chapter 24.06 of the Revised Code of Washington ("RCW"), and pursuant to Chapter 39.34 RCW, hereby sign and deliver the following Articles of Incorporation:

Article 1. Name

The name of this Corporation is: Thurston 9-1-1 Communications ("TCOMM911").

Article 2. Duration

The period of duration of TCOMM911 is perpetual unless dissolved by operation of law or otherwise.

Article 3. Purposes

TCOMM911 is organized on behalf of and as an instrumentality of its governmental members exclusively for charitable purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"), and more particularly to exercise essential governmental functions within the meaning of Section 115 of the Code and to lessen the burdens of its governmental members by financing, designing, acquiring, constructing, equipping, reequipping, operating, maintaining, remodeling, repairing and improving emergency communications services and facilities in Thurston County, Washington. TCOMM911 shall further its purposes consistent with the provisions of the Thurston 9-1-1 Communications Amended and Restated Intergovernmental Agreement for Communications Services, as it may be amended from time to time in accordance with its terms (the "Intergovernmental Agreement"). The purposes of TCOMM911 include only those related to emergency communications systems and facilities, and do not include the provision of other general services to the public.

Article 4. Prohibited Activities

Notwithstanding any of the provisions of these Articles of Incorporation, TCOMM911 shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Section 115 and Section 501(c)(3) of the Code or by an organization, contributions to which are deductible under Section 170(c)(2) of the Code. No part of the net earnings of TCOMM911 shall inure to the benefit of any director, officer or private individual. No substantial part of the activities of TCOMM911 shall be

devoted to the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted to an organization exempt from federal income tax under Section 501(c)(3) of the Code, and TCOMM911 shall not participate in, or intervene in (including the publication or distribution of statements regarding) any political campaign on behalf of or in opposition to any candidate for public office. TCOMM911 shall not have or issue shares of stock, shall not make any disbursement of income to its directors or officers, and shall not make loans to its officers or directors.

Article 5. Powers

In general, and subject to such limitations and conditions as are or may be prescribed by law, or in these Articles of Incorporation or in the Bylaws of TCOMM911, TCOMM911 shall have all powers that now or hereafter are conferred under Chapter 24.06 and Chapter 39.34 RCW and other applicable law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the purposes of TCOMM911.

Article 6. Members

Members must be governmental entities serving the area described in the Intergovernmental Agreement. The rights and responsibilities of the Members and the manner of their election, appointment or admission to membership and termination of membership shall be as provided for in the Intergovernmental Agreement. TCOMM911 shall have one class of Members.

Article 7. Distributions Upon Dissolution

No director, trustee or officer of TCOMM911, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of TCOMM911 or the winding up of its affairs. Upon winding up and dissolution of TCOMM911, after paying or making adequate provision for payment of all liabilities and obligations of TCOMM911, and after returning, transferring, or conveying assets held by TCOMM911 requiring return, transfer, or conveyance on condition of the dissolution, all remaining assets of TCOMM911 shall be distributed as provided for in the Intergovernmental Agreement. Notwithstanding the foregoing, TCOMM911 may, in accordance with the Intergovernmental Agreement, transfer all of its assets, liabilities and obligations to a successor entity (including without limitation a joint operating agency, municipal corporation, public corporation, limited liability company, limited liability partnership or other corporate form, as permitted under state law).

Article 8. Dissenting Members

"Dissenting members," as that term is used in RCW 24.06.245 through 255, will be entitled to the rights and allocation of assets set forth in the Intergovernmental Agreement, but

may be limited to "a return of less than the fair value" of their membership as that term is used in RCW 24.06.255. The members of TCOMM911 have, in the Intergovernmental Agreement, agreed to the transfer of all assets, liabilities and obligations of TCOMM911 to a successor entity as described in Article 7.

Article 9. Bylaws

Provisions for the regulation of the internal affairs of TCOMM911 shall be set forth in the Bylaws of TCOMM911.

Article 10. Registered Agent

Unless subsequently modified by resolution approved by a simple majority of the board of directors of TCOMM911, the name and address of the registered agent of TCOMM911 is:

James C. Quackenbush, Executive Director
2703 Pacific Avenue SE, Suite A
Olympia, Washington 98501

Article 11. Board of Directors

The management of TCOMM911 shall be vested in a board of directors (the "Administration Board") pursuant to Chapter 24.06 and Chapter 39.34 RCW, these Articles of Incorporation and the Bylaws. The Administration Board shall consist of directors and alternate directors. The powers, duties, number, qualifications, terms of office, manner of election, time and criteria for removal, and time and place of meetings of the directors and alternate directors shall be as set forth in the Bylaws. The names and addresses of the persons who shall serve as the initial directors and alternate directors of TCOMM911 are listed on Exhibit A attached hereto and by this reference incorporated in these Articles of Incorporation. For purposes of these Articles of Incorporation, and unless the context clearly indicates otherwise, the term "director" shall include both directors and alternate directors.

Article 12. Limitation of Director Liability

Except to the extent otherwise required by applicable law (as it exists on the date of the adoption of this Article or as it may be amended from time to time), a director of TCOMM911 shall not be personally liable to TCOMM911 for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (iii) for any act or omission occurring before the date when this provision becomes effective.

If applicable law is hereafter amended to expand or increase the power of TCOMM911 to eliminate or limit the personal liability of directors, then, without any further requirement of action by the directors of TCOMM911, the liability of a director shall be eliminated or limited to

the full extent permitted. No amendment to or repeal of this Article shall adversely affect any right of protection of any director of TCOMM911 occurring after the date of the adoption of this Article and prior to such amendment or repeal.

Article 13. Indemnification

Subject to qualification and limitations of this Article, each individual who was, or is threatened to be made a named party to or is otherwise involved (including, without limitation, as a witness) in a proceeding (as defined in RCW 23B.08.500 as presently in effect as an hereafter amended, "Proceeding"), by reason of the fact that he or she is or was a director (as defined in RCW 23B.08.500 as presently in effect as an hereafter amended) or officer of TCOMM911, shall be indemnified and held harmless by TCOMM911, to the full extent permitted by applicable law as presently in effect and as hereafter amended, against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such individual in connection therewith, and such indemnification shall continue as to an individual who has ceased to be a director or officer and shall inure to the benefit of his or her heirs, executors and administrators. Except as provided in this Article with respect to proceedings seeking to enforce rights to indemnification, TCOMM911 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 or ratified by the Administration Board under this Article. The right to indemnification conferred in this Article shall be a contract right.

The indemnification provided under this Article shall not apply unless the individual acted in good faith, the individual had no reasonable cause to believe the individual's conduct was unlawful, and the individual reasonably believed: (i) in the case of conduct in the individual's official capacity with TCOMM911, that the individual's conduct was in the best interests of TCOMM911; and (ii) in all other cases, that the individual's conduct was not opposed to the best interests of TCOMM911.

A director's or officer's conduct with respect to an employee benefit plan for a purpose the director or officer reasonably believed to be in the interests of the participants in and beneficiaries of the plan is conduct that shall be deemed not opposed to the best interests of TCOMM911. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director or officer did not meet the standard of conduct described in this Article.

Notwithstanding the foregoing provisions of this Article, the indemnification provided under this Article shall not apply in the following circumstances: (i) in connection with a proceeding by or in the right of TCOMM911 in which the director or officer was adjudged liable to TCOMM911; or (ii) in connection with any other proceeding charging improper personal benefit to the director or officer, whether or not involving action in the director's or officer's official capacity, in which the director or officer was adjudged liable on the basis that personal benefit was improperly received by the director or officer.

TCOMM911 shall not indemnify a director or officer under this Article unless approved in the specific case after a determination has been made that indemnification of the director or officer is permissible in the circumstances because the director or officer has met the standard of conduct set forth in this Article. The determination shall be made by the Administration Board by majority vote of a quorum consisting of directors not at the time parties to the Proceeding. If such a quorum cannot be obtained, the determination shall be made by majority vote of a committee duly designated by the Administration Board, in which designation directors who are parties may participate, consisting solely of two or more directors not at the time parties to the Proceeding. Approval of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible.

If a claim for indemnification or advancement of expenses is not paid in full by TCOMM911 within 60 days after a written claim has been received by TCOMM911, except in the claim of a claim for advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at anytime thereafter bring suit against TCOMM911 to recover the unpaid amount of the claim. If successful in whole or in part, in any suit or in any suit brought by TCOMM911 to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. The indemnitee shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for an advancement of expenses, where the required undertaking has been tendered to TCOMM911), and, thereafter, TCOMM911 shall have the burden of proof to overcome the presumption that the indemnitee is so entitled.

The Administration Board shall have the right to designate the counsel who shall defend any person or entity that may be entitled to indemnification, to approve any settlement, and to approve in advance any expense.

Reasonable expenses incurred by a director or officer who is involved in any capacity in a Proceeding by reason of the position held in TCOMM911 shall be advanced by TCOMM911 to the full extent allowed by applicable law, as presently in effect and as hereafter amended, provided that the director or officer furnishes to TCOMM911 (i) a written affirmation of the director's or officer's good faith belief that the director or officer has met the standard of conduct set forth in this Article and (ii) a written and binding obligation to repay all amounts advanced by TCOMM911 if it shall be ultimately determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses.

TCOMM911 may, by action of the Administration Board, grant rights to indemnification and advancement of expenses to employees and agents or any class or group of employees and agents of TCOMM911 (i) with the same scope and effect as the provisions of this Article with respect to indemnification and advancement of expenses of directors and officers of TCOMM911, (ii) pursuant to rights granted under, or provided by, Chapter 24.06 RCW, or (iii) as are otherwise consistent with law.

The procedures for indemnification and advancement of expenses set forth in this Article are in lieu of the procedures required by or provided under Chapter 24.06 RCW. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of

its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of Members, or disinterested directors or otherwise.

TCOMM911 may purchase and maintain insurance on behalf of any person who is a director, officer, employee, or agent of TCOMM911 or is serving at the request or consent of TCOMM911 as an officer, employee, or agent of another corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability incurred by such person because of such person's status, whether or not TCOMM911 would have the power to indemnify such person against such liability under the provisions of this Article. In addition, TCOMM911 may enter into contracts with any director or officer of TCOMM911 in furtherance of the provisions of this Article and may create a trust fund, grant a security interest, or use other means (including without limitation a letter of credit) to ensure the payment of such amounts as may be necessary or desirable to effect the indemnification and advances contemplated in this Article.

Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the opinion of counsel payment of such indemnification would exceed the authority granted to TCOMM911 by law, would constitute a violation of Washington law or would cause TCOMM911 to lose its exemption from federal income taxation.

No amendment to or repeal of this Article shall adversely affect any right or protection of any director, officer, employee or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

Article 14. Notice of Meetings

The annual meeting shall be held in March of each year, at such time and place as may be determined by the Administration Board for the transaction of such business as may come before the meeting. Regular meetings of the Administration Board shall be held pursuant to a schedule and at locations established by resolution of the Administration Board, which shall be held at least quarterly. All such regular meetings and all special meetings will be conducted in conformance with the laws of the State of Washington governing such meetings.

Article 15. Incorporator

The incorporator is James C. Quackenbush and the incorporator's address is 2703 Pacific Avenue SE, Suite A, Olympia, Washington 98501.

DATED this _____ day of _____ 2010.

Incorporator

EXHIBIT A

**Initial Board of Directors of
Thurston 9-1-1 Communications**

Name	Address
Skip Houser Commissioner, Fire Protection District No. 3	1231 Franz Street SE Lacey, Washington 98503
Tom Nelson Councilmember, City of Lacey	P.O. Box 3400 Lacey, Washington 98507
Karen Valenzuela Thurston County Commissioner	2000 Lakeridge Drive SW #1 Olympia, Washington 98502
Craig Ottavelli Councilmember, City of Olympia	P.O. Box 1967 Olympia, Washington 98507
Ed Hildreth Councilmember, City of Tumwater	555 Israel Road SW Tumwater, Washington 98501
Tracey Wood Councilmember, City of Yelm	105 Yelm Avenue West Yelm, Washington 98597
Dan Kimball Sheriff, Thurston County	2000 Lakeridge Drive SW #3 Olympia, Washington 98502
Gary Pearson Fire Commissioners Association	1231 Franz Street SE Olympia, Washington 98503

**Initial Alternate Directors of
Thurston 9-1-1 Communications**

Name	Address
John Christiansen Commissioner, Fire Protection District No. 3	1231 Franz Street SE Lacey, Washington 98503
Cynthia Pratt Councilmember, City of Lacey	P.O. Box 3400 Lacey, Washington 98507
Sandra Romero Thurston County Commissioner	2000 Lakeridge Drive SW #1 Olympia, Washington 98502
Karen Rogers Councilmember, City of Olympia	P.O. Box 1967 Olympia, Washington 98507
Neil McClanahan Councilmember, City of Tumwater	555 Israel Road SW Tumwater, Washington 98501
Brad Watkins Undersheriff, Thurston County	2000 Lakeridge Drive SW #3 Olympia, Washington 98502
Jim McGarva Fire Commissioners Association	3707 Steamboat Loop NW Olympia, Washington 98502

CONSENT TO APPOINTMENT AS REGISTERED AGENT

James C. Quackenbush hereby consents to serve as Registered Agent in the State of Washington for Thurston 9-1-1 Communications ("TCOMM911"), a Washington nonprofit corporation. James C. Quackenbush understands that as Registered Agent for TCOMM911, he/she/it is responsible for receiving service of process in the name of TCOMM911; to forward all mail to TCOMM911; and to immediately notify the office of the Secretary of State in the event of its resignation or of any changes in the registered office address of TCOMM911 for which it is Registered Agent.

Executed this _____ day of _____ 2010.

Name: _____
Title: _____

NAME OF REGISTERED AGENT: James C. Quackenbush

ADDRESS OF REGISTERED AGENT: 2703 Pacific Avenue SE, Suite A
Olympia, Washington 98501

EXHIBIT B
BYLAWS

**BYLAWS
OF
THURSTON 9-1-1 COMMUNICATIONS**