

**AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT
FOR A COUNTYWIDE PUBLIC SAFETY
COMMUNICATIONS CENTER**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR A COUNTYWIDE PUBLIC SAFETY COMMUNICATIONS CENTER (this "Agreement") is entered into as of the 18 day of July, 2022 by and between the participating municipal entities that are signatory hereto and this Agreement shall be effective as stated in Section 32 below.

RECITALS

WHEREAS, state law has granted to participating entities authority to enter into this Agreement including but not limited to Chapter 39.34, RCW (Interlocal Cooperation Act), which permits local government units to make the most efficient use of their powers by enabling them to cooperate with other agencies on a basis of mutual advantage and thereby to provide services and facilities in a more efficient and effective manner; and

WHEREAS, Skagit County, the Cities of Anacortes, Burlington, Mount Vernon, and Sedro-Woolley, the Towns of Concrete, Hamilton, La Conner and Lyman (collectively, "Members") entered into an Interlocal Cooperation Agreement for a Countywide Public Safety Communications Center effective December 19, 2016 ("2016 Agreement") for the purpose of strengthening the governance and corporate structure of Skagit 911; and

WHEREAS, the Members, by executing this Agreement, desire to amend the 2016 Agreement to enable Skagit 911 to receive additional sales and use tax funds to help defray the operational costs of Skagit 911 and all other purposes as authorized by law if such additional sales and use tax funds are approved by the voters of the County; and

WHEREAS, this Agreement is authorized by state law including but not limited to the Interlocal Corporation Act and Nonprofit Corporations Act set forth in Chapters 39.34 and 24.06, respectively of the Revised Code of Washington.

AGREEMENT

NOW, THEREFORE, upon ratification of this Agreement by the minimum number of required parties, pursuant to state law including RCW 39.34.030 and RCW 24.06 parties to this Agreement agree as follows:

1. Establishment of SKAGIT 911: SKAGIT 911 is hereby reorganized as a nonprofit corporation under Chapter 24.06 RCW as authorized by the Interlocal Corporation Act (Ch. 39.34 RCW), and as so reorganized Skagit 911 shall have all the rights, responsibilities, liabilities and assets assigned by the Members including but not limited to creating, owning and operating a county-wide public safety communication center, called "Skagit 911", hereinafter referred to as "SKAGIT 911", is hereby established in order to provide consolidated answering of enhanced 911 telephone calls as outlined in Skagit County's E-911 plan, as amended. SKAGIT 911 is established within Skagit County for the purpose of rendering countywide enhanced 911 call answering and 911 call transfers and associated dispatch functions, as deemed appropriate by its governing board.
2. Purpose: SKAGIT 911 is organized on behalf of and as an instrumentality of its Members to carry out the purposes of the SKAGIT 911 Interlocal Agreement (the "Interlocal Agreement") pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. These purposes include but are not limited to providing law enforcement, fire and emergency medical services communication support to the Members of the Skagit 911 Interlocal agreement and to other contracted agencies and to exercise essential governmental functions within the meaning of Section 115 of the Internal Revenue Code (the "Code"). SKAGIT 911 shall provide services by telephone, radio, or other communication technologies. Nothing in this Agreement shall relieve the units, entities, or agencies from their responsibilities to provide their own equipment for receiving communications from SKAGIT 911 and their own equipment for communications between their own personnel. SKAGIT 911 will also maintain records and reports as necessary. These reports shall include financial, statistical, and operational information and shall be provided to all Members on a bi-monthly basis.
3. SKAGIT 911 POWERS: Through its Governing Board of Directors ("Board"), as set forth in Section 5 of this Agreement, SKAGIT 911 shall have all the powers allowed by law including powers provided for interlocal agencies created under RCW 39.34.030, as authorized, amended, or removed by the Board, including but not limited to the following:
 - a. Any and all lawful acts necessary to further SKAGIT 911's purposes;
 - b. Review and approve budget expenditures for SKAGIT 911;
 - c. Establish policies for expenditures of budget items for SKAGIT 911;
 - d. Review and adopt a personnel policies for SKAGIT 911;
 - e. Review and approve operating and financial policies for SKAGIT 911;
 - f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of SKAGIT 911;
 - g. Conduct regular and special meetings as may be designated by the Board consistent with the state Open Public Meetings Act (Ch. 42.30 RCW);
 - h. Maintain and manage records in accordance with the state Public Records Act (Ch. 42.56 RCW) and other applicable state and federal laws and regulations;

- i. Determine what services shall be offered and under what terms they shall be offered
 - j. Retain and terminate a Director;
 - k. Create committees to review and make recommendations;
 - l. Approve strategic plans;
 - m. Enter into agreements with Contracted Agencies, defined as users of SKAGIT 911 services who are not Members, for the provisioning of 911 dispatch services including rates for said service;
 - n. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement;
 - o. Establish charges for services provided to Members, Contracted Agencies or other parties;
 - p. Direct and supervise the activities of SKAGIT 911 Committees, and the Director;
 - q. Make purchases or contract for services and/or public works necessary to fully implement the purposes of this Agreement;
 - r. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies;
 - s. Receive all funds allocated to SKAGIT 911 by Members and Contracted Agencies;
 - t. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of SKAGIT 911;
 - u. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its property and assets;
 - v. Sue and be sued, complain and defend, in all courts of competent jurisdiction in Skagit 911's name;
 - w. Make and alter bylaws for the administration and regulation of its affairs; and
 - x. Hold radio frequency licenses to enable SKAGIT 911 to operate and maintain the System.
4. Duration/Withdrawal Dissolution: The effective date of this Agreement shall be upon the later of January 1, 2017 or upon Ratification, as that term is defined hereinafter in this Agreement. Any Member may withdraw from Skagit 911 by giving written notice by July 1 in any year of its intention to terminate its agreement on December 31 of the same year. Skagit 911 may dissolve following a 60% supermajority vote of all Boardmembers to dissolve Skagit 911, provided, that prior to such a vote, a transition plan to ensure the continuity of emergency dispatch services was approved. Any dissolution requires a minimum of eighteen (18) months notice to the Members.
5. SKAGIT 911 to be Managed by the SKAGIT 911 Board: SKAGIT 911 shall be governed by the Skagit 911 Governing Board, that is composed of the following elected officials, provided, that the entities they represent have approved and executed this Agreement:

- Mayor of Anacortes
- Mayor of Burlington
- Mayor of one of the towns of Concrete, Hamilton, La Conner, or Lyman selected annually at the first meeting of the SKAGIT 911 Board by the mayors of the towns of Concrete, Hamilton, La Conner and Lyman who are in attendance at that meeting
- Mayor of one of the towns of Concrete, Hamilton, La Conner, or Lyman, selected annually at the first meeting of the SKAGIT 911 Board by the mayors of the towns of Concrete, Hamilton, La Conner and Lyman who are in attendance at that meeting
- Mayor of Mount Vernon
- Mayor of Sedro-Woolley
- County Commissioner, District 1
- County Commissioner, District 2
- County Commissioner, District 3
- Two ex officio (non-voting) members:
 - One law enforcement executive officer to be selected by the Communication Advisory Board from its members
 - One fire chief to be selected by the Communication Advisory Board from its members

The Board shall appoint a Chair and Vice-Chair. The Chair and Vice-Chair shall have such duties and responsibilities as defined in the SKAGIT 911 Bylaws. The Board shall meet as legally required and as described in the SKAGIT 911 Bylaws.

In the event a Board member is unable to attend he/she may designate an elected or non-elected representative in his/her absence by providing a written designation to the Board Chair

A. EXECUTIVE COMMITTEE: The Board's chair & vice chair along with the chair of the Communications Advisory Board shall comprise the Executive Committee which shall have such authority as may be delegated to it by the SKAGIT 911 Board by resolution. The Executive Committee will also perform the annual evaluation of the Director. The Board's chair shall lead the Executive Committee.

6. SKAGIT 911 Director: The SKAGIT 911 Director shall report to the elected Board Chair, who shall have line authority over the Director or such other designee as determined by the Board. The Director shall be responsible to the Board; shall administer the programs and operations consistent with policies adopted by the Board; shall be the Board's financial officer for SKAGIT 911, with all disbursements to be approved by the Board, and shall be appointed on the basis of his/her technical and administrative competence.

7. Personnel Policies: The Board shall establish the personnel policies of SKAGIT 911. The Board, by a simple majority vote (51% or more of the Board members in attendance at a meeting with a quorum), shall approve the selection and appointment of the SKAGIT 911 Director and by simple majority vote shall also have the power to terminate the Director.
8. Budget: The SKAGIT 911 Director will recommend a preliminary budget to the Board. The Board shall approve the budget by September 30th of each year by a simple majority vote. Included in the budget will be the apportionment of financial participation of those participating agencies for the following year. The allocation of financial responsibility between Members for the SKAGIT 911 operational budget and SKAGIT 911 capital expenditures, which are used by all Members, shall be determined by the formula in Appendix A attached hereto. Appendix A may be modified by a supermajority vote of 60% of the Board members in attendance at a meeting with a quorum, provided that a minimum of 60 days notice is provided to Members prior to the effective date of any modification of Appendix A.

The allocation of financial responsibility between Members for service specific capital expenditures shall be funded by the Members that receive the benefit; Contracted Agencies shall pay their proportionate share of costs as determined by the Board.

All taxes authorized and collected in accordance with RCW 82.14B.030 and the 1/10 of one percent sales and use tax shall be distributed to Skagit 911 to help defray the operational costs of Skagit 911 and all other purposes as authorized by law. If approved by the voters of the County, an additional 1/10 of one percent sales and use tax shall be distributed to Skagit 911 to help defray the operational costs of Skagit 911 and all other purposes as authorized by law.

9. Operations Contracting: The Board may contract for the use of space for its operations and for staff and auxiliary services including but not limited to legal, records, payroll, accounting, purchasing, data processing, facilities, equipment and insurance.
10. Technical Committees and Advisory Boards: The Board may form Committees and Advisory Boards as adopted in its Bylaws to the extent that so Committees and Advisory Boards do not conflict with any of the requirements set forth in this Interlocal.
11. Additional Services: The Board shall evaluate and determine the appropriateness of the inclusion of additional communications and dispatching services for Members and Contracted Agencies when so requested, and shall determine whether and how such services should be provided and the appropriate fees. Approved services shall not include those which detract from

the effectiveness of the operations which are primarily intended for the emergency and public safety response objectives of Skagit 911.

12. Equipment: Equipment and furnishings, as needed, and in conformance with the approved budget, shall be acquired by, and title shall rest with Skagit 911. The Skagit 911 Director, at the time of his/her preparation of the proposed budget for the ensuing year, shall provide the Board with a current and complete inventory, with valuations of equipment and furnishings owned by or assigned to Skagit 911. The Director shall ensure this includes all emergency communications equipment and infrastructure.
13. Withdrawal/Dissolution: Upon dissolution, the Board shall disburse all funds held by SKAGIT 911, as well as any funds derived from the sale of any property, to the then participating members of SKAGIT 911 in proportion to the member's percentage of contribution during the year of dissolution. The E911 equipment and facilities purchased through the State E911 grant would become the property of Skagit County upon dissolution, in as much as the County is held responsible under state law to continue to provide E911 answering services, and the equipment and facilities purchased through the grant are subject to recovery by the state should the county fail to do so. Any party to this Agreement who withdraws as provided in Section 4 shall have no rights to any portion of the SKAGIT 911 assets by virtue of participation in this Interlocal Agreement.
14. Amendment of Interlocal: This Agreement may be amended by a supermajority vote of 60% of all the Board members in attendance at a meeting with a quorum, provided that Appendix A may be amended as described in Section 8.
15. Operational Interconnects: Each local government shall retain the responsibility and authority for its operational departments, and for such equipment and services as are required at its place of operation to interconnect to the SKAGIT 911 operations. Interconnecting equipment and services may be provided for in the SKAGIT 911 budget and operational program. This equipment and its ownership and maintenance responsibility shall be identified in the inventory listed in Section 12 of this Agreement.
16. Records Access: SKAGIT 911 shall bear full responsibility 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 due administration of the criminal laws or for the purposes enumerated in RCW 43.43, as now or hereafter amended. SKAGIT 911 shall establish rules and regulations governing access to, and security for, any criminal justice records information received by means of such network consistent with RCW 43.43. SKAGIT 911 shall bear full responsibility and liability for compliance for the retention and disclosure of SKAGIT 911 public records including but not limited to compliance with the Washington State Public Records Act Chapter 42.56 RCW.

17. Filing: As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force or otherwise made publicly available pursuant to RCW 39.34.040.
18. Validity: If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudged.
19. Authority: This Agreement shall be executed on behalf of each party by its authorized representative, and pursuant to appropriate legislative action of each participating agency.
20. Insurance: SKAGIT 911, through its annual budget, shall maintain liability and casualty insurance policies or similar coverage, as the Board shall determine appropriate, as legally required, and consistent with the Skagit 911 Articles of Incorporation and Bylaws.
21. Indemnification: SKAGIT 911 shall be an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by SKAGIT 911 shall be satisfied exclusively from the assets and credits of Skagit 911. No creditor or other person shall have any recourse to the assets, credits, or services of Members on account of any debts, obligations, liabilities, acts, or omissions of SKAGIT 911.
22. Waiver: Nothing herein shall be deemed to waive the immunities established pursuant to RCW 38.52.180 et seq. not to create third party right of liability.
23. Survival: The provisions of Sections 13, 21, 22, 24, and 25 shall survive the termination or expiry of this Agreement.
24. Venue and Dispute Resolution: This Section establishes the sole and exclusive remedy for disputes arising under this Agreement, except as otherwise set forth herein. In the event of any dispute arising under this Agreement, the parties shall, as a material condition precedent to any suit under this Agreement, provide formal written notice of the dispute to the other party, and engage in formal mediation using a mutually agreed upon mediator. If the parties are unable to agree on a mediator within fifteen (15) days of written notice, either party may bring suit in Snohomish County Superior Court for the sole purpose of seeking appointment of a mediator. If the parties are unable to resolve their differences within thirty (30) days after mediation, venue and jurisdiction for any action arising under this Agreement shall lie in the Courts of Snohomish County, Washington. In the event of any dispute arising under this Agreement, the Court shall award attorney fees, costs, expert witness fees, mediation costs, and all other costs related to the dispute to the prevailing party.
25. No Third Party Beneficiaries: This Agreement is not intended to benefit any person, entity or municipality not a party to this Agreement, and no other person,

entity or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but limited to, any agent, contractor, subcontractor, consultant, volunteer, or other representative of either party. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the parties hereto shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other party hereto.

26. Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid by a court of competent jurisdiction, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this extent and end the terms and conditions of this Agreement are declared severable.
27. Compliance with Laws: The parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement. The parties shall obtain and comply with any and all necessary permits, approvals, consents and notice from or to all applicable jurisdictions prior to commencing any work or action related to this Agreement.
28. Captions and Counterparts: The captions in this Agreement are for convenience and reference only, and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute one Agreement.
29. Integrated Agreement: This is an integrated agreement. No party has relied on any representation other than those expressly set forth herein in entering this Agreement.
30. Neutral Authorship: Each of the terms and conditions of this Agreement have been reviewed and negotiated with resort to legal counsel, and represents the combined work product of the parties hereto, and this Agreement shall not be interpreted for or against party hereto. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement, and have either done so or have voluntarily chosen not to do so. The parties represent and warrant that they and their authorized representatives executing this Agreement have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms.

31. Further Acts: The parties agree to take such further actions and to execute documents as in their reasonable judgment may be necessary or desirable in order to carry out the terms of, and complete the transactions contemplated by, this Agreement.

32. Adoption & Effective Date: The effective date of this Agreement shall be upon the ratification of this Agreement by a duly-authorized representative of each Member ("Ratification"). However, all future amendments shall be effective as described in Section 14. This Agreement shall be binding upon the Members who have executed this Agreement and that upon Ratification, all prior conflicting agreements and bylaws between the parties shall be deemed terminated and replaced herewith. Thereafter, no city or town shall be a member of SKAGIT 911 until its governing body shall have approved this Agreement.

DATE: July 18, 2022

BOARD OF COMMISSIONERS, SKAGIT COUNTY, WASHINGTON

ATTEST:

Linda Hammer
CLERK OF THE BOARD

Lisa Janicki
LISA JANICKI, COMMISSIONER

APPROVED AS TO FORM ONLY:

M. Mello
DEPUTY PROSECUTING ATTORNEY

Ron Wesen
RON WESEN, COMMISSIONER

REVIEWED:

Marylauben
RISK MANAGER

ABSENT

Peter Browning
PETER BROWNING, COMMISSIONER

CITY OF ANACORTES

ATTEST:

Name & Title

MATT MILLER, MAYOR

APPROVED AS TO FORM ONLY:

Name & Title

DATE

CITY OF BURLINGTON

ATTEST:

Name & Title

STEVE SEXTON, MAYOR

APPROVED AS TO FORM ONLY

Name & Title

DATE

TOWN OF CONCRETE

ATTEST:

Name & Title

JASON MILLER, MAYOR

APPROVED AS TO FORM ONLY

Name & Title

DATE

TOWN OF HAMILTON

ATTEST:

Name & Title:

TRAVIS PATRICK, MAYOR

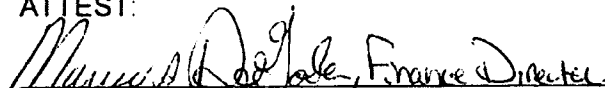
APPROVED AS TO FORM ONLY:

Name & Title:

DATE

TOWN OF LA CONNER

ATTEST:

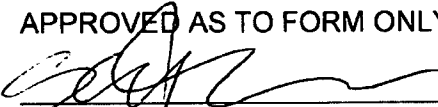


Name & Title:

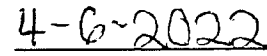


RAMON HAYES, MAYOR

APPROVED AS TO FORM ONLY:



Name & Title:



DATE

TOWN OF LYMAN

ATTEST:

Name & Title:

EDDIE HILLS, MAYOR

APPROVED AS TO FORM ONLY:

Name & Title:

DATE

CITY OF MOUNT VERNON

ATTEST:

Name & Title:

JILL BOUDREAU, MAYOR

APPROVED AS TO FORM ONLY:

Name & Title:

DATE

CITY OF SEDRO-WOOLLEY

ATTEST:

Name & Title: Kelli Brisson, Accounting Admin
for Scott 911

JULIA JOHNSON, MAYOR

APPROVED AS TO FORM ONLY:

Name & Title:

DATE May 23, 2022

APPENDIX "A"

FORMULA FOR ALLOCATION OF SKAGIT 911 FINANCIAL RESPONSIBILITY

Financial allocation of the SKAGIT 911 Annual Operating Budget shall be determined as set forth below:

1. A draft/preliminary Annual Operating Budget shall be calculated no later than August each year for presentation and recommendation in September to the SKAGIT 911 Board.
2. External revenues will be estimated and will include sales tax, phone tax and State E911 funding.
3. The SKAGIT 911 Board will approve a pre-determined percentage of the External revenues to be set aside and reserved for investment in the Operational Reserve, Equipment Reserve & Replacement and Capital Outlay funds.
4. All costs will be allocated via costing modules for Administrative, Law and Fire/EMS costs.
 - a. The administrative costing module will consist of all overhead, facility maintenance costs, administrative and supervisory staff, technological needs and maintenance.
 - b. The Law costing module will consist of the wages and salaries of all Law Dispatchers and support services.
 - c. The Fire/EMS costing module will consist of the wages and salaries of all Fire Dispatchers and support services.
5. Once all costs have been allocated to the cost centers, the remaining External revenues will be applied to the budget. The remaining costs will be allocated to the Law and Fire/EMS Agencies using the below allocations:
 - a. Law Agency costs will be prorated at 50% previous full year call volume and 50% previous year commissioned officers, with each agency prorated the appropriate percentage of the costing module and the Administrative costs, based on a percentage of resources used
 - b. Fire/EMS Agency costs will be prorated at 50% previous full year call volume and 50% previous year assessed value, with each agency allocated the appropriate percentage of the costing module and the Administrative costs, based on a percentage of resources used.
 - c. A pre-determined percentage of the Fire Agency calls will be paid directly to Skagit 911 by the EMS office, with the balance being billed to each Fire agency.

**INTERLOCAL COOPERATION AGREEMENT
FOR A COUNTYWIDE PUBLIC SAFETY
COMMUNICATIONS CENTER**

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RECITALS

WHEREAS, state law has granted to participating entities authority to enter into this Agreement including but not limited to Chapter 39.34, RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other agencies on a basis of mutual advantage and thereby to provide services and facilities in a more efficient and effective manner; and

WHEREAS, Skagit County, the Cities of Anacortes, Burlington, Mount Vernon, and Sedro-Woolley, the Towns of Concrete, Hamilton, La Conner and Lyman, have been providing consolidated emergency and public safety communications and records services in order to maximize immediate availability and effectiveness of emergency services to the public at minimum costs since 1998; and

WHEREAS, Skagit County, the Cities of Anacortes, Burlington, Mount Vernon, and Sedro-Woolley, the Towns of Concrete, Hamilton, La Conner and Lyman are parties to an Interlocal Agreement dated July 1, 2004 and recorded under Auditor's File Number 200508100029 which amends an original Interlocal Agreement dated April 13, 1998 and recorded under Auditor's File Number 9901040106; and

WHEREAS, the above listed municipal agencies, hereafter referenced as "Members", wish to strengthen and modify the governance and corporate structure of Skagit 911 and to update other provisions of 2004 Interlocal Agreement while ensuring Skagit 911 maintains all its current rights and responsibilities except as modified herein; and

WHEREAS, the Members, by executing this Agreement hereby consent to transferring all assets, liabilities and rights currently existing through the 2004 Interlocal Agreement shall be assigned to the newly organized Skagit 911 Non-profit Corporation; and

WHEREAS, this Agreement is authorized by state law including but not limited to the Interlocal Corporation Act and Nonprofit Corporations Act set forth in chapters 39.34 and 24.06, respectively of the Revised Code of Washington; and

AGREEMENT

NOW, THEREFORE, upon ratification of this Agreement by the minimum number of required parties, pursuant to state law including RCW 39.34.030 and RCW 24.06 parties to this Agreement agree as follows:

1. Establishment of SKAGIT 911: SKAGIT 911 is hereby reorganized as a nonprofit corporation under Chapter 24.06 RCW as authorized by the Interlocal Corporation Act (Ch. 39.34 RCW), and as so reorganized Skagit 911 shall have all the rights, responsibilities, liabilities and assets assigned by the Members including but not limited to creating, owning and operating a county-wide public safety communication center, called "Skagit 911", hereinafter referred to as "SKAGIT 911", is hereby established in order to provide consolidated answering of enhanced 911 telephone calls as outlined in Skagit County's E-911 plan, as amended. SKAGIT 911 is established within Skagit County for the purpose of rendering countywide enhanced 911 call answering and 911 call transfers and associated dispatch functions, as deemed appropriate by its governing board.
2. Purpose: SKAGIT 911 is organized on behalf of and as an instrumentality of its Members to carry out the purposes of the SKAGIT 911 Interlocal Agreement (the "Interlocal Agreement") pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. These purposes include but are not limited to providing law enforcement, fire and emergency medical services communication support to the Members of the Skagit 911 Interlocal agreement and to other contracted agencies and to exercise essential governmental functions within the meaning of Section 115 of the Internal Revenue Code (the "Code"). SKAGIT 911 shall provide services by telephone, radio, or other communication technologies. Nothing in this Agreement shall relieve the units, entities, or agencies from their responsibilities to provide their own equipment for receiving communications from SKAGIT 911 and their own equipment for communications between their own personnel. SKAGIT 911 will also maintain records and reports as necessary. These reports shall include financial, statistical, and operational information and shall be provided to all Members on a bi-monthly basis.
3. SKAGIT 911 POWERS. Through its Governing Board of Directors ("Board"), as set forth in Section 5 of this Agreement, SKAGIT 911 shall have all the powers allowed by law including powers provided for interlocal agencies created under RCW 39.34.030, as authorized, amended, or removed by the Board, including but not limited to the following:
 - a. Any and all lawful acts necessary to further SKAGIT 911's purposes;
 - b. Review and approve budget expenditures for SKAGIT 911;
 - c. Establish policies for expenditures of budget items for SKAGIT 911;
 - d. Review and adopt a personnel policies for SKAGIT 911;
 - e. Review and approve operating and financial policies for SKAGIT 911;

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 - j. Retain and terminate a Director;
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 - m. Enter into agreements with Contracted Agencies, defined as users of SKAGIT 911 services who are not Members, for the provisioning of 911 dispatch services including rates for said service;
 - n. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement;
 - o. Establish charges for services provided to Members, Contracted Agencies or other parties;
 - p. Direct and supervise the activities of SKAGIT 911 Committees, and the Director;
 - q. Make purchases or contract for services and/or public works necessary to fully implement the purposes of this Agreement;
 - r. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies;
 - s. Receive all funds allocated to SKAGIT 911 by Members and Contracted Agencies;
 - t. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of SKAGIT 911;
 - u. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its property and assets;
 - v. Sue and be sued, complain and defend, in all courts of competent jurisdiction in Skagit 911's name;
 - w. Make and alter bylaws for the administration and regulation of its affairs; and
 - x. Hold radio frequency licenses to enable SKAGIT 911 to operate and maintain the System.
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emergency dispatch services was approved. Any dissolution requires a minimum of eighteen (18) months' notice to the Members.

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- Mayor of Anacortes
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- Mayor of one of the towns of Concrete, Hamilton, La Conner, or Lyman selected annually at the first meeting of the SKAGIT 911 Board by the mayors of the towns of Concrete, Hamilton, La Conner and Lyman who are in attendance at that meeting
- Mayor of one of the towns of Concrete, Hamilton, La Conner, or Lyman, selected annually at the first meeting of the SKAGIT 911 Board by the mayors of the towns of Concrete, Hamilton, La Conner and Lyman who are in attendance at that meeting
- Mayor of Mount Vernon
- Mayor of Sedro-Woolley
- County Commissioner, District 1
- County Commissioner, District 2
- County Commissioner, District 3
- Two ex officio (non-voting) members:
 - One law enforcement executive officer to be selected by the Communication Advisory Board from its members
 - One fire chief to be selected by the Communication Advisory Board from its members

The Board shall appoint a Chair and Vice-Chair. The Chair and Vice-Chair shall have such duties and responsibilities as defined in the SKAGIT 911 Bylaws. The Board shall meet as legally required and as described in the SKAGIT 911 Bylaws.

In the event a Board member is unable to attend he/she may designate an elected or non-elected representative in his/her absence by providing a written designation to the Board Chair

- A. EXECUTIVE COMMITTEE: The Board's chair & vice chair along with the chair of the Communications Advisory Board shall comprise the Executive Committee which shall have such authority as may be delegated to it by the SKAGIT 911 Board by resolution. The Executive Committee will also perform the annual evaluation of the Director. The Board's chair shall lead the Executive Committee.

6. SKAGIT 911 Director: The SKAGIT 911 Director shall report to the elected Board Chair, who shall have line authority over the Director or such other designee as determined by the Board. The Director shall be responsible to the Board; shall administer the programs and operations consistent with policies adopted by the Board; shall be the Board's financial officer for SKAGIT 911, with all disbursements to be approved by the Board, and shall be appointed on the basis of his/her technical and administrative competence.
7. Personnel Policies: The Board shall establish the personnel policies of SKAGIT 911. The Board, by a simple majority vote (51% or more of the Board members in attendance at a meeting with a quorum), shall approve the selection and appointment of the SKAGIT 911 Director and by simple majority vote shall also have the power to terminate the Director.
8. Budget: The SKAGIT 911 Director will recommend a preliminary budget to the Board. The Board shall approve the budget by September 30th of each year by a simple majority vote. Included in the budget will be the apportionment of financial participation of those participating agencies for the following year. The allocation of financial responsibility between Members for the SKAGIT 911 operational budget and SKAGIT 911 capital expenditures, which are used by all Members, shall be determined by the formula in Appendix A attached hereto. Appendix A may be modified by a supermajority vote of 60% of the Board members in attendance at a meeting with a quorum, provided that a minimum of 60 days' notice is provided to Members prior to the effective date of any modification of Appendix A.

The allocation of financial responsibility between Members for service specific capital expenditures shall be funded by the Members that receive the benefit; Contracted Agencies shall pay their proportionate share of costs as determined by the Board.

All taxes authorized and collected in accordance with RCW 82.14B.030 and the 1/10 of one percent sales tax shall be distributed to Skagit 911 to help defray the operational costs of Skagit 911.

9. Operations Contracting: The Board may contract for the use of space for its operations and for staff and auxiliary services including but not limited to legal, records, payroll, accounting, purchasing, data processing, facilities, equipment and insurance.
10. Technical Committees and Advisory Boards. The Board may form Committees and Advisory Boards as adopted in its Bylaws to the extent that so Committees and Advisory Boards do not conflict with any of the requirements set forth in this Interlocal.

11. Additional Services: The Board shall evaluate and determine the appropriateness of the inclusion of additional communications and dispatching services for Members and Contracted Agencies when so requested, and shall determine whether and how such services should be provided and the appropriate fees. Approved services shall not include those which detract from the effectiveness of the operations which are primarily intended for the emergency and public safety response objectives of Skagit 911.
12. Equipment: Equipment and furnishings, as needed, and in conformance with the approved budget, shall be acquired by, and title shall rest with Skagit 911. The Skagit 911 Director, at the time of his/her preparation of the proposed budget for the ensuing year, shall provide the Board with a current and complete inventory, with valuations of equipment and furnishings owned by or assigned to Skagit 911. The Director shall ensure this includes all emergency communications equipment and infrastructure.
13. Withdrawal/Dissolution: Upon dissolution, the Board shall disburse all funds held by SKAGIT 911, as well as any funds derived from the sale of any property, to the then participating members of SKAGIT 911 in proportion to the member's percentage of contribution during the year of dissolution. The E911 equipment and facilities purchased through the State E911 grant would become the property of Skagit County upon dissolution, in as much as the County is held responsible under state law to continue to provide E911 answering services, and the equipment and facilities purchased through the grant are subject to recovery by the state should the county fail to do so. Any party to this Agreement who withdraws as provided in Section 4 shall have no rights to any portion of the SKAGIT 911 assets by virtue of participation in this Interlocal Agreement.
14. Amendment of Interlocal. This Agreement may be amended by a supermajority vote of 60% of all the Board members in attendance at a meeting with a quorum, provided that Appendix A may be amended as described in Section 8.
15. Operational Interconnects: Each local government shall retain the responsibility and authority for its operational departments, and for such equipment and services as are required at its place of operation to interconnect to the SKAGIT 911 operations. Interconnecting equipment and services may be provided for in the SKAGIT 911 budget and operational program. This equipment and its ownership and maintenance responsibility shall be identified in the inventory listed in Section 12 of this Agreement.
16. Records Access: SKAGIT 911 shall bear full responsibility 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 due administration of the criminal laws or for the purposes enumerated in RCW 43.43, as now or hereafter amended. SKAGIT 911 shall establish rules and regulations governing access to, and security for, any

criminal justice records information received by means of such network consistent with RCW 43.43. SKAGIT 911 shall bear full responsibility and liability for compliance for the retention and disclosure of SKAGIT 911 public records including but not limited to compliance with the Washington State Public Records Act Chapter 42.56 RCW.

17. Filing: As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force or otherwise made publicly available pursuant to RCW 39.34.040.
18. Validity: If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudged.
19. Authority: This Agreement shall be executed on behalf of each party by its authorized representative, and pursuant to appropriate legislative action of each participating agency.
20. Insurance: SKAGIT 911, through its annual budget, shall maintain liability and casualty insurance policies or similar coverage, as the Board shall determine appropriate, as legally required, and consistent with the Skagit 911 Articles of Incorporation and Bylaws.
21. Indemnification: SKAGIT 911 shall be an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by SKAGIT 911 shall be satisfied exclusively from the assets and credits of Skagit 911. No creditor or other person shall have any recourse to the assets, credits, or services of Members on account of any debts, obligations, liabilities, acts, or omissions of SKAGIT 911.
22. Waiver: Nothing herein shall be deemed to waive the immunities established pursuant to RCW 38.52.180 et seq. not to create third party right of liability.
23. Survival: The provisions of Sections 13, 21, 22, 24, and 25 shall survive the termination or expiry of this Agreement.
24. Venue and Dispute Resolution: This Section establishes the sole and exclusive remedy for disputes arising under this Agreement, except as otherwise set forth herein. In the event of any dispute arising under this Agreement, the parties shall, as a material condition precedent to any suit under this Agreement, provide formal written notice of the dispute to the other party, and engage in formal mediation using a mutually agreed upon mediator. If the parties are unable to agree on a mediator within fifteen (15) days of written notice, either party may bring suit in Snohomish County Superior Court for the sole purpose of seeking appointment of a mediator. If the parties are unable to resolve their differences within thirty (30) days after mediation, venue and jurisdiction for any action arising under this Agreement shall lie in the Courts of Snohomish County, Washington. In the event of any dispute arising under this

Agreement, the Court shall award attorney fees, costs, expert witness fees, mediation costs, and all other costs related to the dispute to the prevailing party.

25. No Third Party Beneficiaries. This Agreement is not intended to benefit any person, entity or municipality not a party to this Agreement, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but limited to, any agent, contractor, subcontractor, consultant, volunteer, or other representative of either party. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the parties hereto shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other party hereto.
26. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid by a court of competent jurisdiction, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this extent and end the terms and conditions of this Agreement are declared severable.
27. Compliance with Laws. The parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement. The parties shall obtain and comply with any and all necessary permits, approvals, consents and notice from or to all applicable jurisdictions prior to commencing any work or action related to this Agreement.
28. Captions and Counterparts. The captions in this Agreement are for convenience and reference only, and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute one Agreement.
29. Integrated Agreement. This is an integrated agreement. No party has relied on any representation other than those expressly set forth herein in entering this Agreement.
30. Neutral Authorship. Each of the terms and conditions of this Agreement have been reviewed and negotiated with resort to legal counsel, and represents the combined work product of the parties hereto, and this Agreement shall not interpreted for or against party hereto. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement, and have either done so or have voluntarily chosen not to do so. The parties represent and warrant that they and their authorized representatives

executing this Agreement have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms.

31. Further Acts. The parties agree to take such further actions and to execute documents as in their reasonable judgment may be necessary or desirable in order to carry out the terms of, and complete the transactions contemplated by, this Agreement.

32. Adoption & Effective Date: The effective date of this Agreement shall be upon the ratification of this Agreement by the County and at least three cities and one town ("Ratification"). This Agreement shall be binding upon the Members who have executed this Agreement and that upon Ratification, all prior agreements and bylaws between the parties shall be deemed terminated and replaced herewith. Thereafter, no city or town shall be a member of SKAGIT 911 until its governing body shall have approved this Agreement.

DATE: December 19, 2016

BOARD OF COMMISSIONERS, SKAGIT COUNTY, WASHINGTON

ATTEST:

Amber Epps
CLERK OF THE BOARD

Lisa Janicki
KENNETH A. DAHLSTEDT, COMMISSIONER

APPROVED AS TO FORM ONLY:

M. Allen (12/16/2016)
DEPUTY PROSECUTING ATTORNEY
Melinda Miller

Ron Wesen
LISA JANICKI, COMMISSIONER

REVIEWED:

[Signature]
RISK MANAGER

Kennet A. Dahlstedt
RON WESEN, COMMISSIONER

CITY OF ANACORTES

ATTEST:

Steve Heglund
STEVE HOGLUND, FINANCE DIRECTOR

Laurie Gere
LAURIE GERE, MAYOR

APPROVED AS TO FORM ONLY:


DARCY SWETNAM, CITY ATTORNEY

12/19/16
DATE

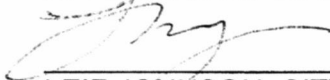
CITY OF BURLINGTON

ATTEST:


FINANCE DIRECTOR


STEVE SEXTON, MAYOR

APPROVED AS TO FORM ONLY:


LEIF JOHNSON, CITY ATTORNEY

12/20/2016
DATE

TOWN OF CONCRETE

ATTEST:


CLERK-TREASURER


MAYOR

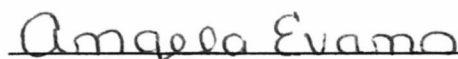
APPROVED AS TO FORM ONLY:


TOWN ATTORNEY

1-9-17
DATE

TOWN OF HAMILTON

ATTEST:


CLERK-TREASURER


MAYOR

APPROVED AS TO FORM ONLY:


TOWN ATTORNEY

Nov 8, 2016
DATE

TOWN OF LA CONNER

ATTEST:

CLERK-TREASURER

MAYOR

APPROVED AS TO FORM ONLY:

TOWN ATTORNEY

DATE _____

TOWN OF LYMAN

ATTEST:

CLERK-TREASURER

MAYOR

APPROVED AS TO FORM ONLY:

TOWN ATTORNEY

DATE _____

CITY OF MOUNT VERNON

ATTEST:

ALICIA HUSCHKA, FINANCE DIRECTOR

JILL BOUDREAU, MAYOR

APPROVED AS TO FORM ONLY:

KEVIN ROGERSON, CITY ATTORNEY

DATE _____

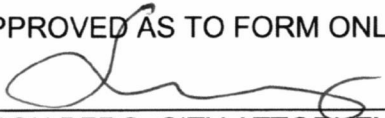
CITY OF SEDRO-WOOLLEY

ATTEST:

PATSY NELSON, FINANCE DIRECTOR

KEITH WAGONER, MAYOR

APPROVED AS TO FORM ONLY:



ERON BERG, CITY ATTORNEY

12.13.2016

DATE

APPENDIX "A"

FORMULA FOR ALLOCATION OF SKAGIT 911 FINANCIAL RESPONSIBILITY

Financial allocation of the SKAGIT 911 Annual Operating Budget shall be determined as set forth below:

1. A draft/preliminary Annual Operating Budget shall be calculated no later than August each year for presentation and recommendation in September to the SKAGIT 911 Board.
2. External revenues will be estimated and will include sales tax, phone tax and State E911 funding.
3. The SKAGIT 911 Board will approve a pre-determined percentage of the External revenues to be set aside and reserved for investment in the Operational Reserve, Equipment Reserve & Replacement and Capital Outlay funds.
4. All costs will be allocated via costing modules for Administrative, Law and Fire/EMS costs.
 - a. The administrative costing module will consist of all overhead, facility maintenance costs, administrative and supervisory staff, technological needs and maintenance.
 - b. The Law costing module will consist of the wages and salaries of all Law Dispatchers and support services.
 - c. The Fire/EMS costing module will consist of the wages and salaries of all Fire Dispatchers and support services.
5. Once all costs have been allocated to the cost centers, the remaining External revenues will be applied to the budget. The remaining costs will be allocated to the Law and Fire/EMS Agencies using the below allocations:
 - a. Law Agency costs will be prorated at 50% previous full year call volume and 50% previous year commissioned officers, with each agency prorated the appropriate percentage of the costing module and the Administrative costs, based on a percentage of resources used
 - b. Fire/EMS Agency costs will be prorated at 50% previous full year call volume and 50% previous year assessed value, with each agency allocated the appropriate percentage of the costing module and the Administrative costs, based on a percentage of resources used.
 - c. A pre-determined percentage of the Fire Agency calls will be paid directly to Skagit 911 by the EMS office, with the balance being billed to each Fire agency.

SKAGIT 911

RESOLUTION NO. 16-003

**APPROVING FORMATION OF SKAGIT 911,
AN INTERLOCAL NON-PROFIT CORPORATION**

WHEREAS, the members of SKAGIT 911 have each executed an Interlocal Agreement for a Countywide Public Safety Center effective December 19, 2016, which directs and enables the reorganization of SKAGIT 911 as a nonprofit corporation under Chapter 24.06 RCW as authorized by Chapter 39.34 RCW.

NOW, THEREFORE, BE IT HEREBY RESOLVED that to the extent required, the quorum of the Emergency Management Council present waived any required notice of this Resolution because the Resolution is consistent with the Agenda action item specified for the Emergency Management Council at the time and place of the meeting and the Emergency Management Council was given proper notice of the meeting and Agenda; and

BE IT FURTHER RESOLVED that the newly reorganized SKAGIT 911 nonprofit corporation shall begin operation on January 1, 2017, at which time all rights, responsibilities, assets, contracts, leases, and liabilities, as well as all medical, dental, and insurance plans shall be transferred from the existing SKAGIT 911 to the newly reorganized SKAGIT 911 nonprofit corporation; and

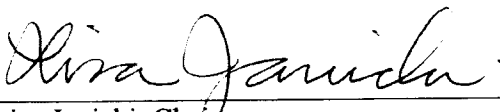
BE IT FURTHER RESOLVED that the first annual meeting of the newly reorganized SKAGIT 911 nonprofit corporation shall be January 11, 2017 at 1:00 p.m.; and

BE IT FURTHER RESOLVED, that the Articles of Incorporation as attached in Exhibit A are hereby approved and adopted and that the Chair, Vice Chair, and Executive Director of Skagit 911 are directed to sign the attached Articles of Incorporation; and

BE IT FURTHER RESOLVED that the attorney for SKAGIT 911 is directed to file the signed Articles of Incorporation with the Secretary of the State of Washington; and

BE IT FURTHER RESOLVED that the Bylaws as attached in Exhibit B are hereby approved and adopted and that the Chair of SKAGIT 911 is directed to sign the attached Bylaws.

PASSED AND ADOPTED at a special meeting of the Emergency Management Council on December 14, 2016.



Lisa Janicki, Chair
Emergency Management Council

SCANNED
6.22.17

**BYLAWS
OF
SKAGIT 911**

ARTICLE I. PURPOSES

As set forth in the Interlocal Agreement for a Countywide Public Safety Communications Center (the "Agreement"), Skagit 911 is organized in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the nonprofit miscellaneous and mutual corporations act (Chapter 24.06 RCW), as a public body and an instrumentality of its members, exercising essential governmental functions of its members by providing emergency services communication between government agencies and between those agencies and between those agencies and the public.

ARTICLE II. DEFINITIONS

All capitalized terms used and not otherwise defined in the Bylaws shall have the meaning set forth in the Agreement.

ARTICLE III. OFFICES

The principal office and place of business of Skagit 911 in the state of Washington shall be initially located at 2911 E. College Way, Suite A, Mount Vernon, Washington 98273. The name and address of its initial registered agent is Helen Rasmussen, Executive Director, Skagit 911, 2911 E. College Way, Suite A, Mount Vernon, Washington 98273.

ARTICLE IV. BOARD

SECTION 4.1 General Powers. The business and affairs of Skagit 911 shall be managed by its Board, which shall be deemed a "Board of Directors" as that term is used in RCW 24.06.125. In addition to its other powers and authority as defined in the Agreement, the Board shall have the full power, except as prohibited by the terms of any gift, devise, bequest or other transfer, in its sole discretion, to change the form of any investment and, for that or other purposes of Skagit 911, to dispose of any property held by Skagit 911. The Board shall have the right to employ or retain agents to carry out the purposes of Skagit 911, including but not limited to attorneys, consultants, engineers, contractors, and accountants.

SECTION 4.2 Composition of Board. The Board of Skagit 911 shall be composed as established in the Agreement. Each representative shall be deemed a "director" as that term is used in RCW 24.06.130.

SECTION 4.3 Tenure. Each Boardmember shall hold office until replaced as determined by the Agreement.

SECTION 4.4 Annual and Other Regular Meetings. The annual meeting shall be held in January of each year, at such time and place as may be determined by the Board, for the transaction of such business as may come before the meeting. The Board may specify by resolution the time and place for holding any other regular Board meetings, which shall be held at least bi-monthly, and notice for such meetings shall be given as required by the Agreement.

SECTION 4.5 Special Meetings. Special meetings of the Board may be called by the Chair or by the written request of not less than two Boardmembers. Notice of special meetings of the Board stating the date, time and place thereof shall be delivered to Boardmembers in accordance with RCW 24.06.105, as it may be amended and as otherwise required by the Agreement. The notice must be written or by electronic means. Notice shall also be given to any other persons as may be required by the Open Public Meetings Act (Chap. 42.30 RCW) or other applicable law. Nothing herein shall preclude an emergency meeting as allowed under law.

SECTION 4.6 Waiver of Notice of Special Meeting. Whenever any notice is required to be given to any Boardmember pursuant to applicable law, a waiver in writing signed by the Boardmember entitled to notice shall be deemed equivalent to the giving of notice. Any Boardmember may waive notice of any meeting at any time. The attendance of a Boardmember at a meeting shall constitute a waiver of notice of the meeting except where a Boardmember 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, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

SECTION 4.7 Quorum. A majority (representing Members by number) of Boardmembers (or alternates) shall constitute a quorum for the transaction of any business at any meeting of the Board.

SECTION 4.8 Manner of Acting: Rules of Order. The Board shall strive to operate by consensus. Unless indicated otherwise in the Interlocal Agreement, Articles of Incorporation or Bylaws, Board action requires a Simple Majority Vote for approval. Upon the request of any Boardmember, Robert's Revised Rules of Order shall govern any proceeding of the Board, so far as applicable and when not inconsistent with these Bylaws, the Agreement, the Articles of Incorporation or any resolution of the Board. The Board may act by voice votes called for by the Chair, but any Member 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 4.9 Executive Committee. The Executive Committee of the Board shall be composed as established in the Agreement. The Executive Committee shall prepare its evaluation of the Skagit 911 Executive Director at the annual anniversary in the month that is consistent with the date of hire and that evaluation shall be considered as part of the Council evaluation of the Skagit 911 Executive Director during their annual evaluation process.

SECTION 4.10 Advisory and Board Committees. In addition to the Communications Advisory Board defined in Section 4.9.1 and the Technical Committees defined in Section 4.9.2, the Board may create other special advisory committees as it deems appropriate, and members of such advisory committees shall be appointed by the Board. Persons who serve as members of an advisory committee shall not be required to be Board members or to be elected officials. The Board may also create standing or special committees of the Board. Chairpersons and other members of standing committees or special committees shall be Board members or alternate Board members and shall be designated by the Board. Committees shall be governed by the same rules regarding meetings, action without meetings, notice, waiver of notice, and quorum (but not voting requirements) as applied to the Board. Recommendations of committees may be by simple majority of committee members. Actions by the committees shall be advisory in nature and subject to the final decision-making power of the Board. The designation of any such standing or special committee and the delegation to them of any authority shall not relieve the Board or

any Board members of any responsibility imposed by law. No committee shall have the authority to take any action inconsistent with the Agreement, the Bylaws or RCW 24.06.145.

SECTION 4.10.1 Communications Advisory Board: The Communications Advisory Board shall review the operations and procedures of the 911 Center and report with the Executive Director to the Council on operational issues. The Communications Advisory Board shall be composed of:

- Two Law Enforcement Representatives appointed by the Law Enforcement Technical Committee
- One Municipal Fire Department Representative appointed by the Fire Technical Committee
- One County Fire Department Representative appointed by the Fire Technical Committee
- Skagit County EMS Director or designee

Additionally, to be eligible to serve on the Communications Advisory Board, each representative must represent an entity that is a Member as defined in the Agreement. Each board member shall have an equal vote in board decision. The Communications Advisory Board, at its first meeting of each year, shall elect a Chairperson and Vice-Chairperson from among its members and shall determine the date, time and location of meeting. A minimum of one regular meeting will be held every other calendar month.

SECTION 4.10.2 Technical Committees: There is hereby created two (2) Technical Committees whose duty shall be to develop, review, and recommend all policies, procedures, and regulation with regard to the operation of Skagit 911 and the methods to be used by employees thereof in responding to emergency situations pertaining to each committee's discipline. Each committee's recommendations shall be submitted to the Communications Advisory Board who will review and forward the recommendations to the Board for approval. To be eligible to serve on a technical committee, each committee member must represent an entity that is either a Member or Contracted Agency as defined in the Agreement.

The selection method for the Fire/EMS Technical Committee representatives shall be by appointment as follows: One eastern and one western representative appointed by the Skagit County Fire Commissioner's Association; one representative from the Skagit County Fire Chief's Association; one representative from each of the remaining municipal jurisdictions as listed below:

- Anacortes Fire Department Representative
- Burlington Fire Department Representative
- Concrete Fire Department Representative
- Hamilton Fire Department Representative
- La Conner Fire Department Representative
- Mount Vernon Fire Department Representative
- Sedro-Woolley Fire Department Representative
- Aero Skagit Emergency Services Representative
- Central Valley Medic One Representative
- Skagit County EMS Director or designee

The selection method for the Law Enforcement Technical Committee representatives shall be by appointment with one representative from each Member and Contracted Agency, as defined in the Agreement.

The Technical Committees shall offer recommendations to the Communications Advisory Board regarding procedures by which services shall be delivered and implemented. They shall also:

- Elect their own Chairpersons
- Appoint one alternate for each committee to be available to represent an absent respective board member
- Participate in the development and review of all dispatch operating procedures
- Meet on a regular basis
- Discuss issues affecting their service and make recommendations

SECTION 4.11 Open Public Meetings. All meetings of the Board shall be open to the public to the extent as required by the Agreement, the Open Public Meetings Act (Chap. 42.30 RCW) and other applicable law. Nothing herein shall preclude the Board meeting in Executive Session as allowed under RCW 42.30.

SECTION 4.12 Compensation. All Boardmembers and their alternates shall serve without compensation.

ARTICLE V. OFFICERS

SECTION 5.1 Number. Skagit 911 shall have a Chair and a Vice Chair, each of whom shall be appointed by the Board. Such other officers and assistant officers as may be deemed necessary or appropriate may be appointed by the Board. The Board may appoint persons to serve as Secretary and Treasurer of Skagit 911 who need not be members of the Board.

SECTION 5.2 Appointment and Term of Office. The Chair and Vice Chair shall be initially elected by Simple Majority Vote of the Members, and shall serve until the date of the first Annual Meeting. Annually thereafter, the Vice Chair shall assume the role of Chair and the Board shall elect a new Vice Chair. In the event of a vacancy in the Chair position, the Vice Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice Chair position, the Board shall elect a new Vice Chair to serve the balance of the term of the departed Vice Chair.

SECTION 5.3 Resignation. Any officer may resign at any time by delivering written notice to the Chair or by giving oral notice at any meeting of the Board. Any such resignation shall take effect at the time specified in the notice or, if the time is not specified, upon delivery of the resignation. Unless otherwise specified in the notice, the acceptance of a resignation shall not be necessary to make it effective.

SECTION 5.4 Removal. Any officer appointed by the Board may be removed by the Board by a 60% Supermajority Vote, with or without cause.

SECTION 5.5 Chair (President). The Chair of the Board (who shall be "President" under RCW 24.06.155 and for any required purposes) shall preside at all meetings of the Board and shall exercise and perform such other powers and duties as may be determined from time to time

by resolution of the Board. The Chair shall have line authority over the Executive Director and be responsible to oversee and manage the Executive Director's work and performance and shall meet regularly to accomplish this responsibility including approval of leave requests, sick leave, time sheets as appropriate, and other personnel matters. The Chair shall also lead the annual performance review process for the Executive Director and be available to receive and investigate complaints about the Executive Director. The Chair has the authority to require the Executive Director to provide any information, reports, analysis or other information be provided to manage Skagit 911. The Vice Chair shall preside at all meetings of the Board in which the Chair is absent. The Chair may sign deeds, leases, bonds, agreements, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of Skagit 911, or shall be required by law to be otherwise signed or executed. In general, the Chair shall perform all duties incident to the office of Chair and such other duties as may be prescribed by resolution of the Board.

SECTION 5.6 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 Board.

SECTION 5.7 Secretary. If appointed by the Board, the Secretary shall keep, or cause to be kept, the minutes of the proceedings of the 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 Skagit 911, shall have charge and custody of and be responsible for maintaining or overseeing maintenance of correct and complete nonfinancial books and records of Skagit 911. The Secretary shall perform such other duties as from time to time may be assigned by resolution of the Board.

SECTION 5.8 Treasurer. If appointed by the Board, the appointed Treasurer shall be responsible for maintaining, or overseeing maintenance of, all financial records of Skagit 911, the development of the annual budget, assuring the appropriate handling of all revenues and expenditures, and shall assist the Board in preparation of the annual budget. The Treasurer shall maintain or oversee maintenance of complete books and records of account for all funds and securities of Skagit 911, the transfer of receipts for money due and payable to Skagit 911 from any source whatsoever, and the deposit of all such money in the name of Skagit 911 in the banks, trust companies, or other depositories as shall be selected in accordance with law. The Treasurer may sign with the Chair deeds, leases, bonds, agreements, or other instruments that shall have been authorized by resolution of the Board, and in general shall perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by resolution of the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties, in such sum and with such surety or sureties as the Board shall determine.

SECTION 5.9 Assistant Officers. The assistant officers in general shall perform such duties as are customary or as shall be assigned to them by resolution of the Board. If required by the Board, the assistant Treasurers shall respectively give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board shall determine.

SECTION 5.10 Delegation. In the case of absence or inability to act of any officer and of any person authorized to act in his/her place, the Board, by resolution, may from time to time delegate the powers or duties of such officer to any other officer or any Boardmember or other person whom it may select. The Chair, by written notice to the Board, may delegate duties or

powers, in addition to those listed, to officers of Skagit 911 as necessary or appropriate to the conduct of the affairs of Skagit 911.

SECTION 5.11 Vacancies. Vacancies in any office arising from any cause may be filled by the Board at any regular or special meeting of the Board, subject to the notice provisions set forth in Sections 4.4 through 4.6 of the Bylaws.

SECTION 5.12 Indemnification. Skagit 911 shall indemnify officers and Board members as set forth in the Articles of Incorporation.

ARTICLE VI. STAFF AND CONSULTANTS

The staff of Skagit 911 shall consist of an Executive Director and such other staff positions established by the Board. The Board shall appoint the Executive Director pursuant to the provisions of the Agreement. The Executive Director shall appoint persons to fill other staff positions, subject to such confirmation by the Board as the Board may require. Only the Board shall be authorized to hire or retain legal counsel and independent accountants and auditors.

ARTICLE VII. DEFINITIONS

SECTION 7.1 Execution of Agreements and Deeds. Except as otherwise provided by resolution of the Board authorizing the execution thereof, all agreements, including but not limited to grants, interlocal agreements, service contracts, deeds, leases, transfers, and all other written instruments binding upon Skagit 911, shall be approved by the Board and be executed on behalf of Skagit 911 by the Chair and the Executive Director.

ARTICLE VIII. FINANCES

SECTION 8.1 Checks, Drafts, Warrants, Orders, and Credit Cards. All checks, drafts, warrants, credit cards, debit cards or other orders for the payment of money or issued in the name of Skagit 911 shall be signed by an officer or agent of Skagit 911 and in the manner as shall from time to time be prescribed by resolution of the Board. In the absence of such provision by the Board, such instrument shall require two authorized Skagit 911 signatures.

SECTION 8.2 Contributions and Disbursements. All contributions and other funds received by Skagit 911 shall be deposited in a special account or accounts in such banks, trust companies, or other depositories as the Board may select and as allowed under Washington State law. All disbursements shall be made under proper authority of the Board. All contributions, income to and disbursements of Skagit 911 shall be recorded by the Treasurer or designee in appropriate books and records and such records shall be subject to examination at any reasonable time, upon request by any director.

SECTION 8.2.1 Fire Infrastructure Fund. Skagit 911 shall own, operate, manage, and maintain a county-wide Fire/EMS radio system that provides for notification of emergencies and command and control communications amongst the Fire/EMS agencies and Skagit 911.

The Fire/EMS radio system consists of all equipment necessary to transmit and receive radios signals between Skagit 911 and the Fire/EMS agencies.

The Fire Infrastructure Fund will help pay for administration, repairs, maintenance, expansion, upgrade, replacement, and insurance on the Fire/EMS radio system.

The Fire/EMS agencies shall provide annual funding for this system in an amount determined to be sufficient to accomplish the program outlined in this section. Minimum total funding shall be \$75,000 per year. Each agency's costs will be determined by a formula using the previous calendar year's call volume for each agency and the previous calendar year's assessed valuation. The formula will determine the percentage of the total calls each agency responded to and the percentage of the total assessed valuation in each agency's response area. These two (2) figures shall be averaged in order to determine the financial contribution for each agency. Agencies shall be billed quarterly. For those agencies who have no assessed valuation, the call volume will be the only factor in determining their allocated funding responsibility. **EXAMPLE:** Total dispatch calls: 10,000. Total calls for District X: 1,000. Percentage of total calls for District X: 10%. Total property assessed valuation of all agencies: \$3,000,000. District X's total property assessed valuation: \$1,000,000. District X percentage of total assessed valuation: 33.3%. District X's calls percentage averaged with District X's assessed value percentage: $(10 + 33.3) / 2 = 21.65\%$. Total dispatch costs: \$1,000,000. District X pays \$216,500.

The Fire Infrastructure Fund shall be maintained in the Fire Infrastructure account and will accumulate from year to year if unused. The Fire Technical Committee shall be responsible for ensuring that the Fire Infrastructure Fund is used consistent with the intent of this Section. Regular reports of fund activity shall be provided to Technical Committees, Communications Advisory Board, and the Board.

SECTION 8.2.2 Law Infrastructure Fund. Skagit 911 shall own, operate, manage, and maintain a county-wide Law Enforcement Tactical Radio System that provides for command and control communications amongst the Law Enforcement Agencies and Skagit 911.

The Law Enforcement Tactical Radio System consists of all equipment necessary to transmit and receive radio signals between Skagit 911 and the Law Enforcement Agencies on LETAC 1 and LETAC 2.

The Law Infrastructure Fund will help pay for administration, repairs, maintenance, expansion, upgrade, replacement, and insurance on the Law Enforcement Tactical Radio System.

The Law Enforcement Agencies shall provide annual funding for this system in an amount determined to be sufficient to accomplish the program outlined in this section. Minimum total funding shall be \$32,000 per year. Each agency's costs will be determined by a formula using the previous calendar year's total call volume for the participating agencies from which the percentage of the total call volume for each agency will determine the financial obligation of each agency. **EXAMPLE:** Total Calls 100,000. City X has 15,000 calls, which is 15% of total calls. 15% of \$32,000 is \$4,800. City X pays \$4,800.

Current participating Agencies are: Anacortes, Burlington, Mount Vernon, Sedro-Woolley, Skagit County Sheriff, Swinomish PD, and Upper Skagit PD. Additional agencies may join this system which will cause the distribution of costs to be adjusted proportionally. Agencies shall be billed quarterly.

The Law Infrastructure Fund shall be maintained in the Law Infrastructure account and will accumulate from year to year if unused. The Law Technical Committee shall be responsible for ensuring that the fund is used consistent with the intent of this section. Regular reports of fund activity shall be provided to Technical Committees, Communications Advisory Board, and the Board.

SECTION 8.3 Budget/Financial Management. See Section 8 of the Interlocal Agreement.

SECTION 8.4 Expenditures for Qualifying Purposes Only. Subject to applicable law, the funds of the corporation may be expended or distributed only for the purposes of Skagit 911, as described in the Agreement and in the Articles of Incorporation.

ARTICLE IX. SEAL

Skagit 911 need not have a corporate seal. If the Board adopts a corporate seal, the seal shall be circular in form and consist of the name of Skagit 911, the state and year of incorporation, and the words "Corporate Seal."

ARTICLE X. BOOKS AND RECORDS

Skagit 911 shall keep correct and complete books and records of account, minutes of the proceedings of the Board and any committees designated by the Board, and such other records as may be necessary or advisable. All books and records shall be subject to disclosure as required by Chapter 42.56 RCW.

ARTICLE XI. FISCAL YEAR

The fiscal year of Skagit 911 shall be determined by resolution adopted by the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

ARTICLE XII. COPIES OF RESOLUTIONS

Any person dealing with Skagit 911 may rely upon a copy of any of the records of the proceedings, resolutions or votes of the Board when such records are certified by the Secretary.

ARTICLE XIII. AMENDMENTS TO BYLAWS

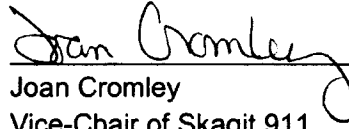
These Bylaws may be adopted, altered, amended or repealed, and new bylaws may be adopted, all by Supermajority Vote – as defined in the Agreement - of the Board.

The undersigned, being the Secretary of Skagit 911, hereby certifies that these Bylaws are the Bylaws of Skagit 911, adopted by the Board on December 14, 2016.

DATED this 20th day of December, 2016.



Lisa Janicki
Chair of Skagit 911
County Commissioner, Dist. 1
1800 Continental Place, Suite 100
Mount Vernon, WA 98273



Joan Cromley
Vice-Chair of Skagit 911
Mayor of Hamilton
584 Maple Street
Hamilton, WA 98255



Helen Rasmussen
Director of Skagit 911
2911 E. College Way, Suite A
Mount Vernon, WA 98273

December 20, 2016

ARTICLES OF INCORPORATION

OF

SKAGIT 911

The undersigned, in order to form a not for profit 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 I – NAME

The name of this corporation is: SKAGIT 911.

ARTICLE II – DURATION

The period of duration of SKAGIT 911 is perpetual.

ARTICLE III – PURPOSES

SKAGIT 911 is organized on behalf of and as an instrumentality of its governmental members to carry out the purposes of the Interlocal Cooperation Agreement for a Countywide Public Safety Communications Center (the "Interlocal Agreement") pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. These purposes include but are not limited to providing law enforcement, fire and emergency medical services communication support to the Members of the Skagit 911 Interlocal Agreement and to other contracted agencies and to exercise essential governmental functions within the meaning of Section 115 of the Internal Revenue Code (the "Code"). SKAGIT 911 shall provide services by telephone, radio, or other communication technologies as they become available. Nothing in these Articles shall relieve the units, entities, or agencies from their responsibilities to provide their own equipment for receiving communications from SKAGIT 911 and their own equipment for communications between their own personnel. SKAGIT 911 will also maintain records and reports as necessary. These reports shall include financial, statistical, and operation information and shall be provided to all Members on a bi-monthly basis.

ARTICLE IV – PROHIBITED ACTIVITY

Notwithstanding any of the provisions of these Articles of Incorporation, SKAGIT 911 shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Sections 115 or the Code or by an organization, contributions to which are deductible under Section 170(c)(2). No part of the net earnings of SKAGIT 911 shall inure to the benefit of any director, officer or private individual. No substantial part of the activities of SKAGIT 911 shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted by the Code, and SKAGIT 911 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. SKAGIT 911 shall not have or issue shares of stock, shall not make any disbursement of income to its directors or officers and shall not make loans to its officers or directors.

ARTICLE V – 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 SKAGIT 911 Bylaws or in the Interlocal Agreement, SKAGIT 911 shall have all powers which now or hereafter are conferred under Chapters 24.06 and 39.34 RCW and other applicable law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of SKAGIT 911's purposes.

ARTICLE VI – MEMBERS

Members of SKAGIT 911 must be municipal corporations or other governmental agencies or instrumentalities serving the area described in the Interlocal Agreement. As used in these Articles, the responsibilities of the Members and the manner of their election, appointment, or admission to membership and termination of membership shall be as provided for in the Interlocal Agreement. SKAGIT 911 shall have one class of Members for voting as provided for in the Interlocal Agreement.

ARTICLE VII – DISTRIBUTIONS UPON DISSOLUTION

No director, trustee or officer of SKAGIT 911, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of SKAGIT 911 or the winding up of its affairs. Upon dissolution of SKAGIT 911, after paying, satisfying, and discharging, or making adequate provision therefor, of all liabilities and obligations of SKAGIT 911 and after returning, transferring, or conveying assets held by SKAGIT 911 requiring return, transfer, or conveyance on condition of the dissolution, all remaining assets of SKAGIT shall be distributed by the Governing Board as provided for in the Interlocal Agreement.

ARTICLE VIII – 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 Interlocal Agreement, but may be limited to "a return of less than the fair value" of their membership as that term is used in RCW 24.06.255.

ARTICLE IX – BYLAWS

Provisions for the regulation of the internal affairs of SKAGIT 911 shall be set forth in the Bylaws of SKAGIT 911.

ARTICLE X – REGISTERED AGENT

The address of the initial registered office of SKAGIT 911 is 2911 E. College Way, Suite A, Mount Vernon, WA 98273. The name and address of its initial registered agent is Executive Director, 2911 E. College Way, Suite A, Mount Vernon, WA 98273.

ARTICLE XI – DIRECTORS

The board of directors (referred to in the Interlocal Agreement and this document as the “Skagit 911 Board” or “Skagit 911 Governing Board” or “Board”) shall consist of eleven (11) “directors”, who may also be referred to as “boardmembers”. The names and addresses of the persons who are to serve as initial directors are:

Ron Wesen County Commissioner, Dist. 1 1800 Continental Place, Ste 100 Mount Vernon, WA 98273	Ken Dahlstedt County Commissioner, Dist. 2 1800 Continental Place, Ste 100 Mount Vernon, WA 98273	Lisa Janicki County Commissioner, Dist. 3 1800 Continental Place, Ste 100 Mount Vernon, WA 98273
Laurie Gere Mayor of Anacortes 904 6 th Street Anacortes, WA 98221	Steve Sexton Mayor of Burlington 833 S. Spruce Street Burlington, WA 98233	Jill Boudreau Mayor of Mount Vernon 910 Cleveland Avenue Mount Vernon, WA 98273
Keith Wagoner Mayor of Sedro-Woolley 325 Metcalf Street Sedro-Woolley, WA 98284	Joan Cromley Mayor of Hamilton 584 Maple Street Hamilton, WA 98255	Jason Miller Mayor of Concrete 45672 Main Street Concrete, WA 98237
Eddie Hills Mayor of Lyman 8405 S. Main Street Lyman, WA 98263	Ramon Hayes Mayor of La Conner 204 Douglas Street La Conner, WA 98257	

ARTICLE XII – OFFICERS

The names and addresses of the persons who are to serve as the initial officers are:

Lisa Janicki, Chairperson County Commissioner, Dist. 1 1800 Continental Place, Ste 100 Mount Vernon, WA 98273	Joan Cromley, Vice Chairperson Mayor of Hamilton 584 Maple Street Hamilton, WA 98255
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ARTICLE XII – INCORPORATORS

The names and addresses of the incorporators are:

Lisa Janicki
County Commissioner, Dist. 1
Chair of Skagit 911
1800 Continental Place, Ste 100
Mount Vernon, WA 98273

Joan Cromley
Mayor of Hamilton
Vice-Chair of Skagit 911
584 Maple Street
Hamilton, WA 98255

Helen Rasmussen
Executive Director of Skagit 911
2911 E. College Way, Suite A
Mount Vernon, WA 98273

ARTICLE XIII – 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 may be amended from time to time), a director of SKAGIT 911 may not be personally liable to SKAGIT 911 for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (III) for any act or omission occurring before the date when this provision becomes effective.

If the Washington Nonprofit Miscellaneous and Mutual Corporation Act (the "Act") is hereafter amended to expand or increase the power of Skagit 911 to eliminate or limit the personal liability of directors, then without any further requirement of action by the directors of SKAGIT 911, the liability of a director shall be limited to the full extent permitted by the Act.

ARTICLE XIV – INDEMNIFICATION

SKAGIT 911 shall indemnify any director and officer of SKAGIT 911 who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in SKAGIT 911 to the full extent allowed by law, as presently in effect and as hereafter amended. By means of a resolution or of a contract specifically approved by the Board, SKAGIT 911 may also indemnify an employee, or agent to such degree as the Board determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of SKAGIT 911.

The Board of SKAGIT 911 shall have the right to designate the counsel who shall defend any person or entity who may be entitled to indemnification, to approve any settlement, and to approve in advance any expense. The rights conferred by or pursuant to this Article shall not be exclusive of any other rights that any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), these Articles of Incorporation, the bylaws of SKAGIT 911, a vote of the Board of SKAGIT 911, or otherwise. No amendment to or repeal of this Article shall adversely affect any right of any director, officer, employee, or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

SKAGIT 911 shall also indemnify and hold harmless every Member, including, but not limited to that Member's officers, directors, employees and agents from all claims, injuries, damages, losses or suits, including reasonable attorney fees which arise out of acts and omissions of SKAGIT 911. To such degree as the Board determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of SKAGIT 911, SKAGIT 911 may also indemnify and hold harmless Contracted Agencies, including, but not limited to that Contracted Agency's officers, directors, employees and agents from all claims,

injuries, damages, losses or suits, including reasonable attorney fees which arise out of acts and omissions of SKAGIT 911.

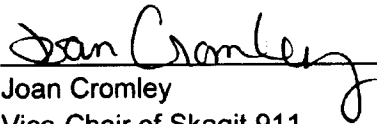
Indemnification of directors and officers by SKAGIT 911 shall be consistent with the terms of the Interlocal Agreement, the Act, the Interlocal Cooperation Act and other applicable law. In the event of any inconsistency between this Article and the Interlocal Agreement, the terms of the Interlocal Agreement shall control to the extent consistent with applicable law.

Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the opinion of counsel, payment of such indemnification would cause SKAGIT 911 to lose its exemption from federal income taxation.

DATED this 20th day of December, 2016.



Lisa Janicki
Chair of Skagit 911
County Commissioner, Dist. 1
1800 Continental Place, Suite 100
Mount Vernon, WA 98273



Joan Cromley
Vice-Chair of Skagit 911
Mayor of Hamilton
584 Maple Street
Hamilton, WA 98255



Helen Rasmussen
Director of Skagit 911
2911 E. College Way, Suite A
Mount Vernon, WA 98273

BILL OF SALE

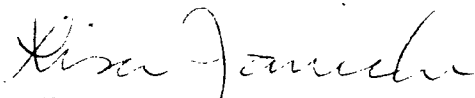
Skagit 911, the interlocal association, (hereinafter "Transferor") for and in consideration of the consideration set forth in the Interlocal Cooperation Agreement for a Countywide Public Safety Communications Center dated December 19, 2016, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grant, bargain, sell and convey to Skagit 911, the interlocal non-profit corporation, (hereinafter "Transferee"), the following personal property located at 2911 East College Way / Mount Vernon, WA 98273, and personal property located at Transferor's various tower lease sites, herein collectively referred to as the "Business Premises" for purposes of this Bill of Sale.

1. All equipment, furniture and trade fixtures located at the Business Premises, the major items of which are listed on the attached Exhibit A, which is incorporated herein by this reference.
2. All inventory, supplies and other tangible personal items on hand at the Business Premises as of January 1, 2017.
3. All accounts receivable, all bank accounts contract rights, causes of actions, warranties, bonds, insurance policies and/or claims.
4. All goodwill relating to the operation of Skagit 911.
5. The right to use the name "Skagit 911", to the best of Transferor's knowledge.

Transferor covenants and agrees to warrant and defend the sale of said property against any person or persons lawfully claiming any interest in any part thereof.

EXECUTED at Mount Vernon, Washington, this 6th day of January, 2017.

TRANSFEROR:



Lisa Janicki, Chairperson

All Assets by Department

12/16/2016

Department #	Description	Serial No.	Asset Id	Purchase Date	Site	End Of Life Date	Cost
SKAGIT 911	Qualification Tester, Network Cables	2447028	<u>325</u>	10/07/2013	Skagit 911		1153
SKAGIT 911	Label Maker, Cable	G00038045	<u>324</u>	10/07/2013	Skagit 911		360
SKAGIT 911	TSM8000 MW Monitoring System	BT00000134519	<u>257</u>	12/01/2009	Skagit 911		10000
SKAGIT 911	NetXpress Prime 1	90630043	<u>258</u>		Skagit 911		18000
SKAGIT 911	NetXpress Prime 2	90630042	<u>259</u>	12/01/2009	Skagit 911		18000
SKAGIT 911	NetXpress Prime 3	90630044	<u>260</u>	12/01/2009	Skagit 911		18000
SKAGIT 911	NetXpress	120323000	<u>261</u>	12/01/2009	Lake Cavanaugh		18000
SKAGIT 911	Power Supply, -48VDC	376	<u>262</u>		Skagit 911		7500
SKAGIT 911	Power Supply, -48VDC	375	<u>263</u>		Skagit 911		7500
SKAGIT 911	Power Supply, 12VDC	98040008	<u>266</u>		Skagit 911		7500
SKAGIT 911	DIU3000 - FTAC 9	524SFS0065	<u>267</u>		Skagit 911		12000
SKAGIT 911	ASTROTAC3000 - FTAC 9	525CFT0001	<u>268</u>		Skagit 911		10000
SKAGIT 911	Spectracom GPS Clock	R1054	<u>269</u>		Skagit 911		5000
SKAGIT 911	Breaker Panel DC	B450	<u>271</u>		Skagit 911		2500
SKAGIT 911	Breaker Panel DC	B348	<u>272</u>		Skagit 911		2500
SKAGIT 911	SNV-12 - FTAC 4	B0000037899	<u>273</u>		Skagit 911		6500
SKAGIT 911	SNV-12 - FTAC 6	B0000059231	<u>274</u>		Skagit 911		6500
SKAGIT 911	SNV-12 - FTAC 7	B0000054835	<u>275</u>		Skagit 911		6500
SKAGIT 911	SNV-12 - APD	B0000026441	<u>276</u>		Skagit 911		6500
SKAGIT 911	Filter, Cavity	C3121009-1	<u>278</u>		Skagit 911		8000
SKAGIT 911	Filter, Cavity	C3121007-1	<u>279</u>		Skagit 911		8000
SKAGIT 911	Combiner, Hybrid	H31211011-1	<u>280</u>		Skagit 911		8000
SKAGIT 911	SNV-12 - LETAC 2	B0000041590	<u>284</u>		Skagit 911		6500
SKAGIT 911	SNV-12 - LETAC 1	B0000041608	<u>285</u>		Skagit 911		6500
SKAGIT 911	SNV-12 - FIRE 1	B0000037918	<u>286</u>		Skagit 911		6500
SKAGIT 911	SNV-12 - FTAC 2	B0000037928	<u>287</u>		Skagit 911		6500

SKAGIT 911 TIMS 806AR - Rack Mount	2768	<u>288</u>	Skagit 911	6500
SKAGIT 911 XTL2500 - VHF	518CGR1177	<u>290</u>	Skagit 911	4800
SKAGIT 911 Security System	301241	<u>293</u>	Skagit 911	10000
SKAGIT 911 Logging Recorder, Stencil	41072	<u>294</u>	Skagit 911	60000
SKAGIT 911 ACU1000 - MIIS	3380	<u>295</u>	Skagit 911	32000
SKAGIT 911 Spectracom GPS - NetClock 9383	1481	<u>296</u>	Skagit 911	4000
SKAGIT 911 Spectracom 9388 Time Server	1505	<u>297</u>	Skagit 911	4000
SKAGIT 911 Positron Viper 911 Phone System	106100878	<u>299</u>	Skagit 911	367000
SKAGIT 911 Positron Viper Abandonment Module	106100878	<u>300</u>	Skagit 911	40000
SKAGIT 911 Printer, Laser	72M7M5Y	<u>301</u>	Skagit 911	500
SKAGIT 911 Power Supply, -48VDC	366	<u>303</u>	Skagit 911	7500
SKAGIT 911 NetXpress	120302012	<u>304</u>	Concrete	15000
SKAGIT 911 Power Supply, -48VDC	11450135	<u>305</u>	Skagit 911	7500
SKAGIT 911 Breaker Panel DC	11473459	<u>306</u>	Skagit 911	2500
SKAGIT 911 XTL2500 UHF	518CMZ0760	<u>309</u>	Skagit 911	4800
SKAGIT 911 Spectracom GPS Clock	4120	<u>315</u>	10/16/2013 Little Mountain	9100
SKAGIT 911 Microwave 11GHz - Skagit-Little	3EM17641AAAA	<u>255</u>	12/01/2009 Skagit 911	37000
SKAGIT 911 7705SAR	LL093312222	<u>264</u>	Skagit 911	22000
SKAGIT 911 BPD UHF CNTRL STA	276ASE0016	<u>265</u>	Skagit 911	800
SKAGIT 911 MTR3000 - SCSO Devils	512CND0538	<u>277</u>	Skagit 911	6500
SKAGIT 911 Quantar - LETAC 2	448CGZ0179	<u>281</u>	Skagit 911	14000
SKAGIT 911 Quantar - LETAC 1	448CGZ0178	<u>282</u>	Skagit 911	14000
SKAGIT 911 Convex 2240 - SPARE	879	<u>283</u>	Skagit 911	3340
SKAGIT 911 Convex 2346 - FIRE 1/FTAC 2	459	<u>289</u>	Skagit 911	6000
SKAGIT 911 MTR2000 - HEAR	474CYR0076	<u>291</u>	Skagit 911	6500
SKAGIT 911 MTR2000 - FIRE 1	474CYR0077	<u>292</u>	Skagit 911	6500
SKAGIT 911 MTR2000 - VHF - SPARE	474CEZ0316	<u>307</u>	Skagit 911	6500
SKAGIT 911 MTR2000 - VHF - SPARE	474CCV0176	<u>308</u>	Skagit 911	6500
SKAGIT 911 APX7500 Multi-Band Mobile	856CPF3176	<u>310</u>	Skagit 911	5200

SKAGIT 911 Convex 2240 - APD/FTAC 2	1190	<u>312</u>	Skagit 911	3340
SKAGIT 911 GTR8000 - UHF - SPARE	112CPF1464	<u>313</u>	Skagit 911	14000
SKAGIT 911 GTR8000 - FIRE 1	112CPF1462	<u>314</u>	Little Mountain	14000
SKAGIT 911 Microwave 6GHz, HS. Skagit-Lyman	3EM17641ABAA	<u>254</u>	Skagit 911	44000
SKAGIT 911 Console Position 1 - Z109		<u>ZCONSOLE-01</u>	Dispatch Floor	0
SKAGIT 911 Console Position 2 - Z108		<u>ZCONSOLE-02</u>	Skagit 911	0
SKAGIT 911 Console Position 3 - Z107		<u>ZCONSOLE-03</u>	Skagit 911	0
SKAGIT 911 Console Position 4 -Z106		<u>ZCONSOLE-04</u>	Skagit 911	0
SKAGIT 911 Console Position 5 - Z105		<u>ZCONSOLE-05</u>	Skagit 911	0
SKAGIT 911 Console Position 7 - Z103		<u>ZCONSOLE-07</u>	Skagit 911	0
SKAGIT 911 Console Position 6 - Z104		<u>ZCONSOLE-06</u>	Skagit 911	0
SKAGIT 911 Console Position 8 - Z102		<u>ZCONSOLE-08</u>	Skagit 911	0
SKAGIT 911 Console Position 9 - Z101		<u>ZCONSOLE-09</u>	Skagit 911	0
SKAGIT 911 System Managment Console - Z101		<u>ZCONSOLE-10</u>	Skagit 911	0
SKAGIT 911 Console Laptop 1		<u>ZCONSOLE-LT1</u>	Skagit 911	0
SKAGIT 911 Console Laptop 2		<u>ZCONSOLE-LT2</u>	Skagit 911	0
SKAGIT 911 Convex 2240 - FIRE 1	1561	<u>356</u>	12/06/2013 Skagit 911	3340
SKAGIT 911 Convex 2240 - FTAC 3/FTAC 6	1562	<u>357</u>	Skagit 911	3340
SKAGIT 911 Centurion 2 Power Supply -48V	1330535456	<u>358</u>	Guemes Island	5702.77000
SKAGIT 911 Centurion 2 Power Supply -48V	1330535467	<u>359</u>	FD13 Hope FS	5702.77000
SKAGIT 911 Centurion 2 Power Supply -48V	1330535470	<u>360</u>	Reservation Rd	5702.77000
SKAGIT 911 GTR8000 - FIRE 1	112CPX2217	<u>364</u>	12/06/2013 Guemes Island	12776.26000
SKAGIT 911 GTR8000 - FTAC 6	112CPX2215	<u>363</u>	12/06/2013 Guemes Island	12776.26000

SKAGIT 911 GTR8000 - FTAC 7	112CPX2218	<u>362</u>	12/06/2013 Guemes Island	12776.26000
SKAGIT 911 GTR8000 - FTAC 7	112CPX2216	<u>361</u>	12/06/2013 Erie	12776.26000
SKAGIT 911 Zetron System		<u>ZCONSOLE-00</u>	10/14/2013 Skagit 911	379986.19000
SKAGIT 911 Viper Phone - Console 1		<u>VIPERCON-01</u>	Skagit 911	0
SKAGIT 911 Viper Phone - Console 2		<u>VIPERCON-02</u>	Skagit 911	0
SKAGIT 911 Viper Phone - Console 3		<u>VIPERCON-03</u>	Skagit 911	0
SKAGIT 911 Viper Phone - Console 4		<u>VIPERCON-04</u>	Skagit 911	0
SKAGIT 911 Viper Phone - Console 5		<u>VIPERCON-05</u>	Skagit 911	0
SKAGIT 911 Viper Phone - Console 6		<u>VIPERCON-06</u>	Skagit 911	0
SKAGIT 911 Viper Phone - Console 7		<u>VIPERCON-07</u>	Skagit 911	0
SKAGIT 911 Viper Phone - Console 8		<u>VIPERCON-08</u>	Skagit 911	0
SKAGIT 911 Viper Phone - Console 9		<u>VIPERCON-09</u>	Skagit 911	0
SKAGIT 911 Viper Phone - Console 10		<u>VIPERCON-10</u>	Skagit 911	0
SKAGIT 911 Viper Phone System - Host System		<u>VIPERHOST</u>	Skagit 911	388000
SKAGIT 911 Spectracom GPS Clock	05291	<u>377</u>	12/02/2013 Skagit 911	6508
SKAGIT 911 Spectracom GPS Clock	05293	<u>376</u>	12/02/2013 Guemes Island	6508
SKAGIT 911 Spectracom GPS Clock	05292	<u>375</u>	12/02/2013 FD13 Hope FS	6508
SKAGIT 911 GTR8000 - FIRE 1	112CPZ0874	<u>374</u>	11/21/2013 Erie	12776
SKAGIT 911 GPW8000 - FTAC 6	112CPZ0879	<u>373</u>	11/21/2013 FD13 Hope FS	4918
SKAGIT 911 GPW8000 - FTAC 7	112CPZ0880	<u>372</u>	11/21/2013 FD13 Hope FS	4918
SKAGIT 911 GPW8000 - FTAC 2	112CPZ0878	<u>371</u>	11/21/2013 Reservation Rd	4918
SKAGIT 911 GTR8000 - FIRE 7	112CPZ0876	<u>369</u>	11/21/2013 Burlington Hill	12776
SKAGIT 911 GPW8000 - FTAC 9	112CPZ0881	<u>370</u>	11/21/2013 Reservation Rd	4918
SKAGIT 911 Fire Alarm System		<u>FIREALARM</u>	Skagit 911	0

SKAGIT 911 GTR8000 - FTAC 6	112CPZ0873	<u>368</u>	11/21/2013 Burlington Hill	12776
SKAGIT 911 GTR8000 - FIRE 1	112CPZ0872	<u>367</u>	11/21/2013 Lyman Hill	12776
SKAGIT 911 GTR8000 - FIRE 1	112CPZ0877	<u>366</u>	11/21/2013 FD13 Hope FS	12776
SKAGIT 911 GTR8000 - FTAC 6	112CPZ0875	<u>365</u>	11/21/2013 Erie	12776
SKAGIT 911 Nortel Meridian PBX		<u>PBXNORTEL</u>	Skagit 911	56000
SKAGIT 911 MTR2000 - FTAC 3	474CEZ0322	<u>381</u>	05/01/2000 Little Mountain	8200
SKAGIT 911 Spillman Console 2		<u>SPILLCON-02</u>	Skagit 911	0
SKAGIT 911 Console Furniture		<u>WORKSTATION-04</u>	Skagit 911	18000
SKAGIT 911 Convex 2240 FTAC 5/FTAC 7	1530	<u>391</u>	09/04/2013 Skagit 911	3500
SKAGIT 911 Unidapt Kit	None	<u>415</u>	08/01/2014 Skagit 911	305.09000
SKAGIT 911 Watt Meter w/Load	140900952	<u>416</u>	08/01/2014 Skagit 911	813.24000
SKAGIT 911 7705SAR	NS14036B031	<u>401</u>	02/07/2014 FD13 Hope FS	27732.42000
SKAGIT 911 NetXpress	140204009	<u>402</u>	11/25/2013 FD13 Hope FS	15434.12000
SKAGIT 911 Switch - Ethernet - 16 ports	CN3248K2GY	<u>403</u>	05/01/2014 FD13 Hope FS	79
SKAGIT 911 Swtich - Ethernet - 16 ports	CN3248K22N	<u>404</u>	05/01/2014 Reservation Rd	79
SKAGIT 911 Swtich - Ethernet - 16 ports	CN3248K2K8	<u>410</u>	05/01/2014 Guemes Island	79
SKAGIT 911 MTR2000 Rx	512CJP0128	<u>405</u>	08/01/2005 Reservation Rd	3765
SKAGIT 911 MTR2000 Rx	512CJP0129	<u>406</u>	08/01/2005 Reservation Rd	3765
SKAGIT 911 7705SAR	NS14036B029		02/07/2014 Reservation Rd	27732.42000
SKAGIT 911 NetXpress	140204010	<u>408</u>	11/25/2013 Reservation Rd	15434.12000
SKAGIT 911 Microwave 6GHz, HS, Res Rd - Guemes	24-7125-200R	<u>409</u>	11/29/2013 Reservation Rd	40000

SKAGIT 911 Microwave 6GHz, HS, Guemes- 24-7125-201R Res Rd		<u>414</u>	11/29/2013 Reservation Rd	40000
SKAGIT 911 7705SAR	NS14036A991	<u>412</u>	02/07/2014 Guemes Island	27732.42000
SKAGIT 911 NetXpress	140204010	<u>413</u>	11/25/2013 Guemes Island	15434.12000
SKAGIT 911 Convex 2240 - LETAC 1/FTAC 9 1622		<u>417</u>	06/10/2014 Skagit 911	3500
SKAGIT 911 CPU Workstation	2UA90305XL	<u>001</u>	10/01/2005 Skagit 911 01/01/2012	1000
SKAGIT 911 CPU Workstation	CAC8300942	<u>083</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	MXL64702NX	<u>084</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation		<u>329</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation		<u>048</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	CAC838094Q	<u>209</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	CAC8300942	<u>100</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation		<u>049</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation		<u>105</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation		<u>332</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	CAC8380952	<u>139</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	CAC838094R	<u>132</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation		<u>328</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation		<u>335</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	CAC838944	<u>115</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	CAC8380958	<u>143</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	CAC838094Q	<u>194</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation		<u>327</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation		<u>331</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation		<u>330</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	MXL6330362	<u>238</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	MXL6330362	<u>240</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	MXL6330362	<u>239</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation		<u>241</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation		<u>029</u>	Skagit 911	1000

SKAGIT 911 CPU Workstation	CAC8390959	<u>038</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	2UA011620512	<u>122</u>	10/01/2007 Skagit 911	1000
SKAGIT 911 CPU Workstation	2UA011620512	<u>213</u>	Skagit 911	1000
SKAGIT 911 TV		<u>103</u>	Skagit 911	300
SKAGIT 911 TV		<u>102</u>	Skagit 911	300
SKAGIT 911 TV		<u>117</u>	Skagit 911	300
SKAGIT 911 TV		<u>116</u>	Skagit 911	300
SKAGIT 911 TV		<u>511</u>	Skagit 911	449.99000
SKAGIT 911 Projector	F6C006844	<u>005</u>	Skagit 911	500
SKAGIT 911 CELL PHONE	N446SNB4L8	<u>014</u>	Skagit 911	350
SKAGIT 911 TV		<u>015</u>	Skagit 911	300
SKAGIT 911 WIFI	CN728YY0YD	<u>017</u>	Skagit 911	200
SKAGIT 911 TV		<u>019</u>	Skagit 911	750
SKAGIT 911 CPU Workstation	2UA613K1CQ	<u>033</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	ZUA813OGKP	<u>041</u>	Skagit 911	1000
SKAGIT 911 Laptop	5CB2511QG0	<u>043</u>	10/02/2015 Skagit 911	1500
SKAGIT 911 CPU Workstation		<u>050</u>	Skagit 911	1000
SKAGIT 911 TV		<u>051</u>	Skagit 911	150
SKAGIT 911 MIFI		<u>068</u>	Skagit 911	150
SKAGIT 911 MIFI		<u>507</u>	Skagit 911	150
SKAGIT 911 MIFI		<u>508</u>	Skagit 911	150
SKAGIT 911 TV		<u>074</u>	Skagit 911	150
SKAGIT 911 CPU Workstation	2UA2041D19	<u>089</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	2UA20411D18	<u>124</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	2UA2291FEX	<u>140</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	2UA2041DA	<u>150</u>	Skagit 911	1000
SKAGIT 911 Projector	085R652AAACS0381	<u>157</u>	Skagit 911	1000
SKAGIT 911 ANI/ALI Simulator	3980012237	<u>158</u>	Skagit 911	2000
SKAGIT 911 TV		<u>168</u>	Skagit 911	300
SKAGIT 911 CPU Workstation	2UA2291FFY	<u>196</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	2UA0162055	<u>230</u>	10/01/2007 Skagit 911	1000
SKAGIT 911 Crimping Kit		<u>321</u>	Skagit 911	750

SKAGIT 911 Laptop	5CB32302PK	<u>317</u>	Skagit 911	1000
SKAGIT 911 Laptop	5CB32302PF	<u>344</u>	10/02/2015 Skagit 911	1000
SKAGIT 911 Laptop	5CB32302PJ	<u>343</u>	Skagit 911	1000
SKAGIT 911 Laptop	5CB32302P7	<u>342</u>	Skagit 911	1000
SKAGIT 911 Laptop	5CB32302P8	<u>345</u>	Skagit 911	1000
SKAGIT 911 Laptop	5CB32302P9	<u>341</u>	Skagit 911	1000
SKAGIT 911 Laptop	5CB3170G4W	<u>504</u>	Skagit 911	1500
SKAGIT 911 Laptop	5CB32302PC	<u>323</u>	Skagit 911	1500
SKAGIT 911 Laptop	5CB32302PB	<u>322</u>	Skagit 911	1500
SKAGIT 911 Laptop	5CB32302PD	<u>316</u>	10/02/2015 Skagit 911	1500
SKAGIT 911 Laptop	5CB32302PG	<u>318</u>	10/02/2015 Skagit 911	1500
SKAGIT 911 Laptop	5CB32302PH	<u>320</u>	Skagit 911	1500
SKAGIT 911 Laptop	5CB32302PL	<u>319</u>	Skagit 911	1500
SKAGIT 911 CPU Workstation		<u>502</u>	Skagit 911	1500
SKAGIT 911 CPU Workstation		<u>503</u>	Skagit 911	1500
SKAGIT 911 CELL PHONE		<u>505</u>	Skagit 911	350
SKAGIT 911 CELL PHONE		<u>506</u>	Skagit 911	350
SKAGIT 911 SERVER - DOMAIN CONTROLLER	MXQ423031Z	<u>348</u>	03/01/2014 Skagit 911	7990
SKAGIT 911 CPU Workstation	26A3221350	<u>396</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	2UA3221356	<u>397</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	26A3221352	<u>398</u>	10/01/2014 Skagit 911	1000
SKAGIT 911 CPU Workstation	26A3221359	<u>399</u>	Skagit 911	1000
SKAGIT 911 CPU Workstation	26A3221354	<u>400</u>	Skagit 911	1000
SKAGIT 911 SERVER - DOMAIN CONTROLLER	MXQ423031Y	<u>349</u>	03/01/2014 Skagit 911	7990
SKAGIT 911 SERVER - APPLICATION	MXQ423031X	<u>350</u>	03/01/2014 Skagit 911	6447
SKAGIT 911 Quantar - Spare	448CFB0047	<u>378</u>	01/01/2002	14000
SKAGIT 911 Quantar - TAC 9	509CFB1513	<u>379</u>	01/01/2002 Little Mountain	14000
SKAGIT 911 MTR2000 - FTAC 2	474CEZ0315	<u>380</u>	10/01/2001 Little Mountain	8500
SKAGIT 911 MTR2000 - FTAC 8 Cav	474CCV0182	<u>382</u>	01/01/2002 Little	3785

SKAGIT 911 MTR2000 - FTAC 5	474CEZ0325	<u>383</u>	01/01/2002 Little Mountain	6500
SKAGIT 911 Quantar - LETAC 1	448CGZ0180	<u>385</u>	10/01/2004 Little Mountain	14000
SKAGIT 911 Quantar - LETAC 2	509CFT1445	<u>386</u>	10/01/2004 Little Mountain	14000
SKAGIT 911 7705SAR	LL083312219	<u>390</u>	10/01/2009 Little Mountain	185000
SKAGIT 911 NetXpress	090630047	<u>389</u>	10/01/2009 Little Mountain	18000
SKAGIT 911 MTR2000 - FTAC 2	474CEZ0313	<u>418</u>	10/01/2004 Lyman Hill	8500
SKAGIT 911 MTR2000 - FTAC 8	474CEZ0324	<u>419</u>	10/01/2004 Lyman Hill	8500
SKAGIT 911 MTR2000 - HEAR	474CEZ0314	<u>420</u>	10/01/2004 Lyman Hill	8500
SKAGIT 911 Microwave - 6GHz - HS - Lyman -Skagit	137-0025-205R1	<u>421</u>	10/01/2009 Lyman Hill	44000
SKAGIT 911 Microwave - 6GHz - HS - Lyman -Erie	137-0025-205R2	<u>422</u>	10/01/2009 Lyman Hill	44000
SKAGIT 911 Quantar - LETAC 1	448CGZ0184	<u>423</u>	10/01/2004 Lyman Hill	14000
SKAGIT 911 Quantar - LETAC 2	448CGZ0185	<u>424</u>	10/01/2004 Lyman Hill	14000
SKAGIT 911 Filter, Cavity	C31211010-1	<u>425</u>	Lyman Hill	8000
SKAGIT 911 Filter, Cavity	C31211002-1	<u>426</u>	Lyman Hill	8000
SKAGIT 911 Receiver/Multicoupler	H31211008-1	<u>427</u>	Lyman Hill	2095
SKAGIT 911 Combiner, Hybrid	H31211016-1	<u>428</u>	Lyman Hill	4950
SKAGIT 911 Power Supply, -48VDC	362	<u>429</u>	Lyman Hill	7500
SKAGIT 911 Power Supply, -48VDC	364	<u>430</u>	Lyman Hill	7500
SKAGIT 911 Breaker Panel DC	B452	<u>431</u>	Lyman Hill	2500
SKAGIT 911 Spectracom GPS Clock	02826	<u>432</u>	07/09/2012 Lyman Hill	6508
SKAGIT 911 7705SAR	IPMJJ06RA	<u>433</u>	10/01/2009 Lyman Hill	21000
SKAGIT 911 NetXpress	090630045	<u>434</u>	10/01/2009 Lyman Hill	18000
SKAGIT 911 Quantar - Spare	448CFB0048	<u>435</u>	01/01/2002 Skagit 911	14000
SKAGIT 911 Quantar - Spare	448CFB0046	<u>439</u>	01/01/2002 Skagit 911	14000
SKAGIT 911 Quantar - TAC 9	509CFB1512	<u>436</u>	01/01/2002 Lyman Hill	14000

SKAGIT 911 Receiver/Multicoupler	65592-B	<u>437</u>	Lyman Hill	2095
SKAGIT 911 MTR2000 - VHF	474CEZ0323	<u>438</u>	Duke's Hill	6500
SKAGIT 911 Spectracom GPS Clock	06530	<u>440</u>	09/01/2014 Erie	6800
SKAGIT 911 Quantar - TAC 9	509CFB1511	<u>441</u>	01/01/2002 Erie	14000
SKAGIT 911 MTR2000 - FTAC 2	474CEZ0319	<u>442</u>	10/01/2001 Erie	8500
SKAGIT 911 Quantar - LETAC 1	448CGZ0182	<u>446</u>	Erie	14000
SKAGIT 911 Quantar - LETAC 2	448CGZ0183	<u>447</u>	Erie	14000
SKAGIT 911 7705SAR	LL093312210	<u>448</u>	10/01/2009 Erie	21000
SKAGIT 911 NetXpress	090630046	<u>449</u>	10/01/2009 Erie	18000
SKAGIT 911 FIRE 1/HEAR Diablo	2Z.RTNA.099727	<u>RADIOCIR-01</u>	Diablo Dam	0
SKAGIT 911 FIRE 1/HEAR Marblemount	2Z.RTNA.099731	<u>RADIOCIR-02</u>	Marblemount	0
SKAGIT 911 FIRE 1/HEAR Newhalem	2Z.RTNA.060321	<u>RADIOCIR-03</u>	Newhalem	0
SKAGIT 911 FIRE 1/HEAR Rockport	2Z.RTNA.099732	<u>RADIOCIR-04</u>	Rockport	0
SKAGIT 911 FTAC 4 Marblemount	2Z.RTNA.310846.GTEW	<u>RADIOCIR-05</u>	Marblemount	0
SKAGIT 911 FTAC 4 Rockport	2Z.RTNA.310889.GTEW	<u>RADIOCIR-06</u>	Rockport	0
SKAGIT 911 FTAC 6 AFD2 Rx	2Z.PLXX.315457.GTEW	<u>RADIOCIR-07</u>	AFD 2	0
SKAGIT 911 FTAC 7 AFD2 Rx	2Z.PLXX.315459.GTEW	<u>RADIOCIR-08</u>	AFD 2	0
SKAGIT 911 SCSO Concrete	2Z.RTNA.099755.GTEW	<u>RADIOCIR-09</u>	Concrete	0
SKAGIT 911 Skagit PW	2Z.RTNA.02592.GTEW	<u>RADIOCIR-10</u>	SC Road Shop	0
SKAGIT 911 USFS Baker	2Z.RTNA.010130.GTEW	<u>RADIOCIR-11</u>	USFS Sedro	0
SKAGIT 911 USFS Darrington	2Z.RTNA.227164	<u>RADIOCIR-12</u>	USFS Sedro	0
SKAGIT 911 USFS Northbend	2Z.RTNA.227169	<u>RADIOCIR-13</u>	USFS Sedro	0
SKAGIT 911 USFS Skykomish	2Z.RTNA.227167	<u>RADIOCIR-14</u>	USFS Sedro	0
SKAGIT 911 Generator - Reservation Rd	SGM328TJF	<u>554</u>	11/01/2013 Reservation Rd 11/01/2043	29350
SKAGIT 911 MTR2000 - FTAC 4	474CZD0178	<u>552</u>	05/03/2004 Marblemount	6500
SKAGIT 911 MTR2000 - FIRE 1	474CEZ0316	<u>553</u>	05/03/2004 Marblemount	6500
SKAGIT 911 Centurion 2 Power Supply -48V	1403578260	<u>551</u>	10/15/2014 Lyman Hill	5702.77000
SKAGIT 911 Shelter - Reservation Rd	11-188-13	<u>557</u>	02/03/2014 Reservation Rd	58950
SKAGIT 911 Shelter - Fire District 13	AJ10121	<u>558</u>	01/06/2014 FD13 Hope FS	18880

SKAGIT 911 MTR2000 - FTAC 4	474CBX0223	<u>555</u>	05/03/2004 Rockport	6500
SKAGIT 911 MTR3000 - FIRE 1	512INY0105	<u>556</u>	05/03/2007 Rockport	7500
SKAGIT 911 Cavanaugh Metro E	86.KQGN.00633.FTNC	<u>RADIOCIR-20</u>	12/09/2014 Skagit 911	0
SKAGIT 911 NetXpress	120323001	<u>559</u>	12/01/2009 Burlington Hill	12000
SKAGIT 911 Spectracom GPS Clock	01600	<u>560</u>	12/02/2013 Reservation Rd	6508
SKAGIT 911 Quantar - LETAC 1	448CGZ0181	<u>561</u>	Burlington Hill	14000
SKAGIT 911 Combiner, Hybrid	H36718002-1	<u>563</u>	Burlington Hill	4950
SKAGIT 911 Filter, Window	H36718003-1	<u>564</u>	Burlington Hill	8000
SKAGIT 911 Receiver/Multicoupler	H36718001-1	<u>565</u>	Burlington Hill	2095
SKAGIT 911 Breaker Panel DC	B455	<u>566</u>	02/02/2009 Erie	2500
SKAGIT 911 Spectracom GPS Clock	9414	<u>586</u>	08/10/2015 Burlington Hill	6508
SKAGIT 911 Centurion 2 Power Supply -48V	1403578266	<u>567</u>	12/01/2014 MVFD 2	5702.77000
SKAGIT 911 NetXpress	141218012	<u>568</u>	11/03/2015 MVFD 2	15434.12000
SKAGIT 911 7705SAR	NS14316a868	<u>569</u>	01/07/2014 MVFD 2	22014
SKAGIT 911 UPS - Tripplite	2435AYOSM880	<u>570</u>	01/12/2015 MVFD 2	214.05000
SKAGIT 911 Switch - Ethernet - 16 ports	A043757R14090073AC	<u>571</u>	12/09/2014 MVFD 2	178.92000
SKAGIT 911 GPW8000 - MVPD	112CQZ0219	<u>572</u>	11/11/2014 MVFD 2	4918
SKAGIT 911 GPW8000 - FTAC 9	112CRD0028	<u>576</u>	11/11/2014 MVFD 2	4918
SKAGIT 911 GTR8000 - FIRE 1	112CQZ2270	<u>573</u>	11/19/2014 MVFD 2	12776
SKAGIT 911 GTR8000 - FTAC 3	112CQZ2273	<u>574</u>	11/19/2014 MVFD 2	12776
SKAGIT 911 GTR8000 - FTAC 5	112CQZ2271	<u>575</u>	11/19/2014 MVFD 2	12776
SKAGIT 911 Spectracom GPS Clock	08041	<u>577</u>	08/10/2015 MVFD 2	6508
SKAGIT 911 Receiver/Multicoupler/Combiner - VHF	74-70-14215-E1-89-70-27A	<u>578</u>	01/05/2015 MVFD 2	12000
SKAGIT 911 Receiver/Multicoupler/Combiner - UHF	See Comments	<u>579</u>	01/05/2015 MVFD 2	3428.70000
SKAGIT 911 Firewall	FTX1817GE	<u>393</u>	05/16/2014 Skagit 911	7000

SKAGIT 911 Switch	sg43g0v125	<u>395</u>	05/16/2014 Skagit 911	7000
SKAGIT 911 Switch E3800-24g-2sfpt	sg43s0v17k	<u>394</u>	05/16/2014 Skagit 911	6500
SKAGIT 911 Firewall	ftx181711gj	<u>392</u>	Skagit 911	7000
SKAGIT 911 Firewall	ftx1809100n	<u>471</u>	05/16/2014 Skagit 911	7000
SKAGIT 911 Z230 WORKSTATION	2UA50725YJ	<u>530</u>	10/02/2015 Skagit 911	1000
SKAGIT 911 HP-A5500-48G-POE+EI Switch	CN51F6212M	<u>521</u>	10/01/2014 Skagit 911	8000
SKAGIT 911 HP-A5500-48G-POE+EI Switch	CN44F6209P	<u>531</u>	05/16/2014 Skagit 911	8000
SKAGIT 911 HP-A5500-48G-POE+EI Switch	CN44F6208P	<u>532</u>	05/16/2014 Skagit 911	8000
SKAGIT 911 ProLiant DL380p GEN8	2M2448009B	<u>451</u>	10/01/2014 Skagit 911	10000
SKAGIT 911 ProLiant DC360 GEN9	MXQ52808MG	<u>527</u>	07/01/2015 Skagit 911	8000
SKAGIT 911 HigherGround Logging Recorder	C7450FD42ME0167	<u>526</u>	05/05/2015 Skagit 911	58993
SKAGIT 911 SNV-12 - FTAC 3	C1314998	<u>596</u>	02/07/2014 Skagit 911	6500
SKAGIT 911 SNV-12 - FTAC 5	C1315004	<u>597</u>	02/07/2014 Skagit 911	6500
SKAGIT 911 SNV-12 - MVPD	C1315025	<u>598</u>	02/06/2015 Skagit 911	6500
SKAGIT 911 SNV-12 - FTAC 9	C1316573	<u>599</u>	02/06/2015 Skagit 911	6500
SKAGIT 911 SNV-12 - SCSO	C1419122	<u>600</u>	04/15/2015 Skagit 911	6500
SKAGIT 911 Microwave 6GHz, Erie-ICOM	137-0025-204-R2	<u>581</u>	02/02/2009 Erie	44000
SKAGIT 911 Microwave 6GHz, Erie-Lyman	137-0025-204-R1	<u>582</u>	02/02/2009 Erie	44000
SKAGIT 911 Power Supply, -48VDC	361	<u>583</u>	02/02/2009 Erie	7500
SKAGIT 911 Power Supply, -48VDC	359	<u>584</u>	02/02/2009 Erie	7500
SKAGIT 911 R8000B - Service Monitor	800LRA0029WS	<u>587</u>	02/03/2015 Skagit 911	27892
SKAGIT 911 Laptop - GETAC- B300	RFB63B009	<u>522</u>	11/18/2015 Skagit 911	3785
SKAGIT 911 7705SAR	LL152110069	<u>588</u>	01/05/2015 Duke's Hill	16125
SKAGIT 911 NetXpress	150701095	<u>589</u>	05/04/2015 Duke's Hill	15434.12000
SKAGIT 911 Spectracom GPS Clock	9125	<u>590</u>	05/04/2015 Duke's Hill	6508
SKAGIT 911 GTR8000 - SWPD	112CRM0455	<u>591</u>	05/04/2015 Duke's Hill	12776
SKAGIT 911 Centurion 2 Power Supply -48V	1450712741	<u>592</u>	05/04/2015 Duke's Hill	5702.77000
SKAGIT 911 Console Furniture		<u>WORKSTATION</u> <u>-06</u>	Skagit 911	18000
SKAGIT 911 Shelter - Hamilton	None	<u>651</u>	02/03/2015 Hamilton	17500
SKAGIT 911 PRI -86.IPXX.586674..FTNC	86.IPXX.586674..FTNC	<u>PHONECIRC-</u>	03/02/2015 Skagit 911	0

		<u>01</u>		
SKAGIT 911 Generator -Lake Cavanaugh	SGM32GMR2	<u>658</u>	07/14/2016 Duke's Hill	29350
SKAGIT 911 Duke's Hill Metro E	86.L2XN.593315.FTNC	<u>RADIOCIR-21</u>	12/09/2014 Skagit 911	0
SKAGIT 911 Hamilton Metro E	86.L2XN.596978.FTNC	<u>RADIOCIR-22</u>	04/15/2015 Skagit 911	0
SKAGIT 911 GTR8000 - SCSO	112CRP0949	<u>659</u>	11/19/2014 Erie	12776
SKAGIT 911 7705SAR	LL144510078	<u>660</u>	01/05/2015 Lake Cavanaugh	16125
SKAGIT 911 Centurion 2 Power Supply -48V	1416615982	<u>661</u>	02/02/2015 Lake Cavanaugh	5702.77000
SKAGIT 911 Spectracom GPS Clock	8167	<u>662</u>	02/02/2015 Lake Cavanaugh	6508
SKAGIT 911 Receiver/Multicoupler/Combiner 172832-A - VHF		<u>663</u>	01/05/2015 Lake Cavanaugh	8000
SKAGIT 911 Receiver/Multicoupler/Combiner 65589-E4 and 65589- - VHF	E5	<u>664</u>	01/05/2015 Lake Cavanaugh	8000
SKAGIT 911 MTR2000 - VHF	474CEZ0323	<u>665</u>	04/22/2001 Lake Cavanaugh	6500
SKAGIT 911 DVR - Security	9762531659047	<u>666</u>	10/12/2015 Skagit 911	3756
SKAGIT 911 Switch - Ethernet - 16 POE + 2 Gige	13161816000003	<u>667</u>	11/01/2016 Skagit 911	350
SKAGIT 911 Mitel 3300 - PBX	2CTUC1527DTF	<u>669</u>	05/01/2015 Skagit 911	29796
SKAGIT 911 Mitel 3300 - HP2620-24 POE Switch	CN47DRT3LD	<u>670</u>	05/01/2015 Skagit 911	0
SKAGIT 911 Mitel 3300 - ONSP	1TYFW1521099	<u>671</u>	05/01/2015 Skagit 911	0
SKAGIT 911 Truck - Ford F250 Super Duty - 2001	1FTNX21F11ED24806	<u>672</u>	07/14/2014 Skagit 911	15261.29000
SKAGIT 911 OTDR - Deviser AE3100CP-3	1000013060	<u>673</u>	05/31/2016	5399.27000
SKAGIT 911 Cabel and Antenna Analyzer - Deviser E7000L	1000880336	<u>674</u>		3900.56000
SKAGIT 911 APX7000 -Motorola	655CPZ3487	<u>675</u>	06/10/2014	5875
SKAGIT 911 KVL4000 - Key Loader	15042521402012	<u>676</u>	Skagit 911	3236.93000
Totals: SKAGIT 911 (342 records listed)				

3878960.52

Report totals (342 records listed)

3878960.52000