

AMENDMENT TO INTERLOCAL AGREEMENT REGARDING EMERGENCY COMMUNICATIONS AND OTHER SERVICES

This Amendment (this “Amendment”) to Interlocal Agreement Regarding Emergency Communications and Other Services (the “Agreement”) is entered into between Kitsap County (the “County”) and the below-named recipient (the “Recipient”).

RECITAL

WHEREAS, the parties entered into the Agreement and now wish to amend it as provided herein;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Title I(C)-Definitions and Functions-CENCOM Policy Board. The body of Title I(C) is modified as follows:

C. CENCOM Policy Board: There shall be a CENCOM Policy Board, (hereinafter called the Board), composed of thirteen (13) persons as follows:

1. All three Kitsap County Commissioners;
2. The Bremerton Mayor and two City Council members;
3. The Mayors of Bainbridge Island, Port Orchard, and Poulsbo;
4. Three Fire Commissioners appointed by the Kitsap County Fire Commissioner’s Association; and,
5. The Kitsap County Sheriff

The Board shall meet monthly, or so often as necessary, to conduct its business. Annually, at the last meeting of the calendar year, the Board shall elect one of its members chairperson, who shall preside over meetings, and a vice chairperson to serve in the absence of the chairperson. The Board shall appoint a secretary who shall keep good and sufficient minutes of its meetings.

The Board may appoint the CENCOM Executive Committee to exercise certain, limited authority and make such decisions that are necessary to ensure the efficient operation of CENCOM. However, the Board shall retain final decision making authority for matters concerning: (1) the annual CENCOM Operations budget and funding, cost share distributions, the Enhanced 911 Tax Revenue Fund and Five Year Expenditure Plan, and the accumulated CENCOM Capital

Reserve Fund; (2) amendment to the Agreement; (3) strategic plan adoption; (4) appointment of the CENCOM Director; and, (5) any other matter of major importance.

~~The Board shall set policy, evaluate, and adjudicate matters concerning: (1) the annual CENCOM Operations budget and funding, cost share distributions, the Enhanced 9111 Tax Revenue Fund and Five year Expenditure Plan, and the accumulated CENCOM Capital Reserve Fund; (2) overall governing authority of the system and its programs; (3) implementation of new programs and discontinuance of existing programs; (4) staffing levels and problems; (5) evaluation of systems upgrades (five year plan); (6) appeals board for resolution of matters affecting CENCOM operations, or user agency requirements; and, (7) any other matter of major importance.~~

The Board may provide emergency communications to other agencies. Such, agencies, if approved, shall enter into an Interlocal Agreement substantially similar to this agreement, or execution of a service contract with CENCOM.

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2. Title I(D)-Definitions and Functions-CENCOM Director. Title I(D) is redesignated as Title I(E), with its current body of text. The following body of text shall be inserted in its former stead:

D. CENCOM Executive Committee: There shall be a CENCOM Executive Committee, composed of seven (7) persons as follows:

- (1) One County Representative, appointed by the Kitsap County Board of County Commissioners and the Kitsap County Sheriff;
- (2) One City of Bremerton Representative, appointed by the Mayor of Bremerton;
- (3) One Fire Commissioner, appointed by the Kitsap County Fire Commissioners Association;
- (4) One City Representative, appointed by the Board members from the cities of Bainbridge Island, Port Orchard, and Poulsbo collectively;
- (5) The Board Chair ; and,
- (6) The Chair and Vice Chair of the CENCOM Strategic Advisory Board, as non voting members of the Committee;

The Executive Committee shall make recommendations to the Board on matters reserved for Board action. The Committee shall have and exercise its limited authority, as provided by the Board, to make such decisions as are necessary to ensure the efficient operation of CENCOM. These actions may include, but are not limited to: (1) providing direction to, and managing the performance of, the CENCOM Director; (2) authorizing budget amendments,

including expenditures from the reserves, provided such amendments do not change the amount due by any signer to the Interlocal agreement; and (3) providing recommendations to the Board of County Commissioners regarding labor agreements; staffing or personnel issues; excise tax levels; and other such matters.

Any action taken by the Executive Committee shall be reported to the Board, at the Board's next regularly scheduled meeting, or at any special meeting convened for that purpose, and incorporated into the minutes thereof.

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3. Title I(E) through (K)- Definitions and Functions. Title I(E) through (K) are re-designated as Title I(F) through (L), but otherwise remain unchanged.

4. Appendix D. Appendix D of the Agreement is superseded by the attached Appendix D-Organizational Chart, which is incorporated herein by reference.

5. Scope of Amendment. Except as modified, the Agreement remains in effect.

6. Effective Date. This Amendment shall be effective as of November 19, 2013.

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APPENDIX D – CENCOM ORGANIZATIONAL FLOW CHART

