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**RESOLUTION NO. 21-04-01**

**RESOLUTION TO RATIFY AND APPROVE THE ARTICLES OF INCORPORATION FOR  
THE PUGET SOUND EMERGENCY RADIO NETWORK (PSERN) OPERATOR**

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**A RESOLUTION** of the PSERN Operator Board of Directors ratifying and approving the Articles of Incorporation for the PSERN Operator.

**WHEREAS**, the PSERN Operator Interlocal Cooperation Agreement provides that the PSERN Operator will be a governmental non-profit corporation organized under chapter 24.06 RCW.

**WHEREAS**, at its March 25, 2021 meeting, the PSERN Operator Board of Directors approved a form of Articles of Incorporation, which were subsequently filed with the Office of the Secretary of State for the State of Washington.

**WHEREAS**, based on comments received from the Secretary of State, the Articles of Incorporation were updated to include two affirmative statements regarding corporate stock and distribution of surpluses and resubmitted for approval.

**WHEREAS**, the Secretary of State issued a certificate of incorporation for the PSERN Operator dated April 1, 2021.

**WHEREAS**, the PSERN Board of Directors now desires to ratify and approve the form of Articles of Incorporation as submitted and approved by the Secretary of State for administrative purposes only, as provided herein.

**NOW, THEREFORE, BE IT RESOLVED** by the PSERN Operator Board of Directors as follows:

**Section 1.** The Articles of Incorporation of the PSERN Operator, as provided in Attachment A, as hereby ratified and approved as of their date.

**Section 2.** If any portion of this resolution is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution.

**Section 3.** This resolution shall take effect immediately upon its passage.

**ADOPTED** at the regular meeting of the PSERN Operator Board of Directors, this 22nd day of April 2021.

**PSERN OPERATOR  
KING COUNTY, WASHINGTON**

DocuSigned by:  
  
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Lora Ueland, Chair

**ARTICLES OF INCORPORATION  
OF  
PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**

We, the undersigned, acting as the incorporators of a nonprofit corporation under the provisions of the Washington Nonprofit Miscellaneous and Mutual Corporations Act (chapter 24.06 of the Revised Code of Washington (“RCW”), referred to herein as the “Act”) and the Washington Interlocal Cooperation Act (chapter 39.34 RCW), hereby sign and verify the following Articles of Incorporation (“Articles”) for such corporation.

**ARTICLE I:  
INCORPORATION;  
NAME AND PLACE OF BUSINESS OF ORGANIZATION**

The name of this corporation shall be the “Puget Sound Emergency Radio Network Operator” (referred to herein as the “PSERN Operator”).

The principal place of business of this corporation shall be as follows, subject to change by the Board of Directors (as defined below):

PSERN Operator  
401 5th Avenue, Suite 0600  
Seattle, WA 98104

**ARTICLE II:  
DURATION**

The PSERN Operator shall have perpetual existence.

**ARTICLE III:  
REGISTERED OFFICE AND AGENT**

The name and address of the initial registered agent of the PSERN Operator is as follows:

Pacifica Law Group LLP  
Attn: Deanna Gregory, Attorney  
1191 Second Avenue, Suite 2000  
Seattle, WA 98101

**ARTICLE IV:  
PURPOSES AND POWERS**

Section 1. Purposes. The PSERN Operator is organized on behalf of and as an instrumentality of its governmental members to carry out the purposes of the Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island,

Redmond, Renton, Seattle, and Tukwila, each a political subdivision or municipal corporation of the State of Washington (the “Parties”), as it may be amended from time to time, a copy of which is available from the PSERN Operator and incorporated herein by this reference (the “Interlocal Agreement”). Under the terms of the Interlocal Agreement, the Parties have created the PSERN Operator as a separate, independent governmental administrative agency under RCW 39.34.030(3)(b), and as permitted in chapter 39.34 RCW, is incorporated as a Washington nonprofit corporation pursuant to these Articles and the Act.

The purposes of the PSERN Operator are set forth in the Interlocal Agreement. These purposes include owning, operating, maintaining, managing, upgrading and replacing the Puget Sound Emergency Radio Network (“PSERN”) system, a land mobile radio system, including all equipment, software, and other work deployed, to provide public safety communication service(s) or an addition to an existing infrastructure to provide new or additional public safety communication service(s) (the “PSERN System”). Communication services provided by the PSERN Operator include voice, data, video, or other communication services provided to User Agencies, Dispatch Centers (each as defined in the Interlocal Agreement) and any other agencies permitted to be licensed in the 800 MHz Public Safety Radio Spectrum pursuant to 47 C.F.R. Part 90 that are within the boundaries of the PSERN Operator service area (“Services”).

The PSERN Operator shall engage in Services as may be approved from time to time by its Board of Directors in accordance with the Interlocal Agreement. The PSERN Operator shall also engage in all such activities as are incidental or conducive to the attainment of the objectives of the PSERN Operator, as set out in the Interlocal Agreement.

Section 2. Definitions. All terms used in these Articles shall have the same meaning as in the Interlocal Agreement, unless specifically indicated to the contrary.

Section 3. Powers. In general, and subject to such limitations and conditions as are or may be prescribed by law, or in these Articles, in the bylaws of the PSERN Operator or in the Interlocal Agreement, the PSERN Operator 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 the PSERN Operator’s purposes.

Section 4. Limitation of Power. Notwithstanding any of the provisions of these Articles, the PSERN Operator 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 Internal Revenue Code or by an organization, contributions to which are deductible under Section 170(c)(2). No part of the net earnings of the PSERN Operator shall inure to the benefit of any director, officer or private individual. No substantial part of the activities of the PSERN Operator shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted by the Internal Revenue Code, and the PSERN Operator 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. The PSERN Operator 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:  
AMENDMENTS**

These Articles may be amended by an affirmative vote of the Board of Directors present at any regular meeting or special meeting called for that purpose. Notice of any proposed amendment to these Articles shall be the same notice as proscribed in the Interlocal Agreement for proposed amendments to the Interlocal Agreement.

**ARTICLE VI:  
DISTRIBUTION OF ASSETS UPON DISSOLUTION OR LIQUIDATION**

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

“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 VII:  
MEMBERS**

Members of the Corporation must be general purpose municipal corporations or other general purpose municipal corporations or agencies that are a Party to the Interlocal Agreement. As used in these Articles, the responsibilities of the Parties and the manner, withdrawal or termination of their membership, and the addition of new Parties as provided in Section 15.13 of the Interlocal Agreement, shall be as provided for in the Interlocal Agreement. Voting by members of the Board of Directors shall be as provided for in the Interlocal Agreement.

**ARTICLE VIII:  
BOARD OF DIRECTORS OF THE PSERN OPERATOR**

The PSERN Operator shall be governed by its Board of Directors (the “Board of Directors”), comprised of four voting members and two nonvoting members as provided in Section 4.0 of the Interlocal Agreement. For purposes of these Articles and chapter 24.06 RCW, the “Board of Directors” as described in the Interlocal Agreement shall serve as the “board of directors” of the PSERN Operator as defined in RCW 24.06.005.

Actions of the Board of Directors of the PSERN Operator shall be conducted as provided in the Interlocal Agreement, the bylaws and policies of the PSERN Operator. The Board of Directors shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Board of Directors, as provided for in the Interlocal Agreement, and including but not limited to the powers provided for in Section 4.4 of the Interlocal Agreement.

**ARTICLE IX:  
INITIAL MEMBERS OF THE BOARD OF DIRECTORS; INITIAL OFFICERS**

Officers of the Board of Directors of the PSERN Operator (“officers”) shall be selected as provided in the Interlocal Agreement. The names and addresses of the persons who are to serve as the initial Board of Directors and its officers are:

**Voting Board Members and Officers**

Chair:	Lora Ueland Valley Communications Center, Executive Director 27519 108th Ave. Kent, WA 98030
Vice Chair:	Harold Scoggins City of Seattle, Fire Chief 301 2nd Ave S. Seattle, WA 98104
Treasurer:	Brenda Bauer King County, Deputy Chief Operating Officer 401 5th Avenue, Suite 0800 Seattle, WA 98104
Secretary:	Kurt Triplett City of Kirkland, City Manager 123 5th Ave Kirkland, WA 98033

**Non-Voting Board Members**

Board Member:	Dan Yourkoski City of Normandy Park, Police Chief 801 SW 174th Street Normandy Park, WA 98166
Board Member:	Chris Elwell King County Fire District 2, Fire Commissioner 900 SW 146th St. Burien, WA 98166

**ARTICLE X:  
DIRECTOR LIABILITY LIMITATIONS**

Except to the extent otherwise required by applicable law (as it exists on the date of the adoption of these Articles or may be amended from time to time), a director of the PSERN Operator may not be personally liable to the PSERN Operator 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 Act is hereafter amended to expand or increase the power of the PSERN Operator to eliminate or limit the personal liability of directors, then without any further requirement of action by the directors of the PSERN Operator, the liability of a director shall be limited to the full extent permitted by the Washington Nonprofit Miscellaneous and Mutual Corporations Act.

**ARTICLE XI:  
INDEMNIFICATION**

The PSERN Operator shall indemnify any director and officer of the PSERN Operator 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 the PSERN Operator to the full extent allowed by law, as presently in effect and as hereafter amended. By means of the Interlocal Agreement or a resolution or of a contract specifically approved by the Board of Directors, the PSERN Operator may also indemnify an employee, or agent to such degree as the Board of Directors determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the PSERN Operator.

The Board of Directors of the PSERN Operator 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, the bylaws of the PSERN Operator, a vote of the Board of Directors of the PSERN Operator, or otherwise. No amendment to or repeal of these Articles 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.

Indemnification of directors and officers by the PSERN Operator shall be consistent with the terms of the Interlocal Agreement, the 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 the

PSERN Operator to lose its exemption from federal income taxation.

**ARTICLE XII:  
BYLAWS**

Bylaws of the PSERN Operator may be adopted by the Board of Directors at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provisions of these Articles or the Interlocal Agreement. The authority to make, alter, amend or repeal bylaws is vested in the Board of Directors and may be exercised at any regular or special meeting of the Board of Directors.

**ARTICLE XIII:  
CONFLICTS**

In the case of any conflict between any of these Articles and the bylaws of the PSERN Operator, these Articles shall control. In the case of any conflict between these Articles and the Interlocal Agreement, the Interlocal Agreement shall control.

**ARTICLE XIV:  
DATE OF INCORPORATION**

The date of incorporation of the PSERN Operator shall be the date these Articles are filed with the Washington Secretary of State.

**ARTICLE XV:  
NO CORPORATE STOCK; NO DISTRIBUTION OF SURPLUS FUNDS**

The PSERN Operator will have no capital stock. The PSERN Operator will not distribute surplus funds to its members, stockholders, other persons.

**ARTICLE XVI:  
INCORPORATORS**

The name and address of the incorporator representing the PSERN Operator is:

Lora Ueland  
Valley Communications Center, Executive Director  
27519 108th Ave.  
Kent, WA 98030

Harold Scoggins  
City of Seattle, Fire Chief  
301 2nd Ave S.  
Seattle, WA 98104



IN WITNESS WHEREOF, the undersigned have signed these Articles of Incorporation  
this 26<sup>th</sup> day of March, 2021.

DocuSigned by:  
*Lora Ueland*  
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Lora Ueland, Incorporator

DocuSigned by:  
*Harold D Scoggins*  
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Harold Scoggins, Incorporator

**SECRETARY OF STATE  
STATE OF WASHINGTON  
OLYMPIA, WASHINGTON 98504**

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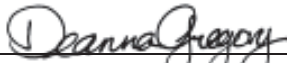
**CONSENT TO SERVE AS REGISTERED AGENT**

I, Deanna Gregory, an attorney at Pacifica Law Group LLP, and hereby consent to serve as Registered Agent, in the State of Washington, for the following:

**PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**

I understand that as agent, it will be my responsibility to receive service of process; to forward all mail; and to immediately notify the Office of the Secretary of State in the event of my resignation, or of any changes in the Registered Office address.

March 26, 2021  
Date

  
\_\_\_\_\_  
Signature of Registered Agent

Printed Name: Deanna Gregory  
Title: Attorney  
Address: Pacifica Law Group LLP  
1191 2<sup>nd</sup> Avenue, Suite 2000  
Seattle, WA 98101

## Certificate Of Completion

Envelope Id: AF2AB9307C5A4DE9A651F426D6BA1904	Status: Completed
Subject: Please DocuSign: RESOLUTION NO. 21-04-01 Ratify Articles of Incorporation.pdf	
Source Envelope:	
Document Pages: 10	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Armand Eichhorn
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	401 5th Ave
	Suite 100
	Seattle, WA 98104
	aeichhorn@kingcounty.gov
	IP Address: 73.53.92.62

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## Signer Events

Lora Ueland  
lorau@Valleycom.org  
Security Level: Email, Account Authentication (None)

## Signature

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Signed: 4/27/2021 1:46:01 PM

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ID: 9936483f-3653-4e62-900f-26afd008a2c0

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/27/2021 1:45:05 PM
Certified Delivered	Security Checked	4/27/2021 1:45:45 PM
Signing Complete	Security Checked	4/27/2021 1:46:01 PM
Completed	Security Checked	4/27/2021 1:46:01 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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From time to time, Carahsoft OBO King County ITD (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carahsoft OBO King County ITD:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bob.johnson@kingcounty.gov

**To advise Carahsoft OBO King County ITD of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bob.johnson@kingcounty.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bob.johnson@kingcounty.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO King County ITD as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO King County ITD during the course of my relationship with you.