

ARTICLES OF INCORPORATION

OF

EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY

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:

EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY

ARTICLE II — DURATION

The period of duration of Eastside Public Safety Communications Agency (“EPSCA”) is perpetual.

ARTICLE III — PURPOSES

EPSCA is organized on behalf of and as an instrumentality of its governmental members to carry out the purposes of the Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement (the “Interlocal Agreement”) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. These purposes include developing and maintaining an integrated emergency and public safety radio communications system in East King County (the “System”) which is part of a regional radio communications network currently based on an 800 MHz frequency platform implemented throughout King County (the “Network”), and to exercise essential governmental functions within the meaning of Section 115 of the Internal Revenue Code (the “Code”), including but not limited to Developing, owning, operating, maintaining and managing the System, as further described in the Interlocal Agreement.

ARTICLE IV — PROHIBITED ACTIVITY

Notwithstanding any of the provisions of these Articles of Incorporation, EPSCA 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 of the Code or by an organization, contributions to which are deductible under Section 170(c)(2). No part of the net earnings of EPSCA shall inure to

the benefit of any director, officer or private individual. No substantial part of the activities of EPSCA shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted by the Code, and EPSCA 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. EPSCA 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 EPSCA's Bylaws or in the Interlocal Agreement, EPSCA 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 EPSCA's purposes.

ARTICLE VI — MEMBERS

Members of EPSCA must be a general purpose municipal corporation formed as a city under the laws of the state of Washington with a population not less than 5,000 and meeting the other requirements described in the Interlocal Agreement. As used in these Articles, the term "Members" means "Principals" as defined in the Interlocal Agreement. The rights and responsibilities of the Members/Principals and the manner of their election, appointment, or admission to membership and termination of membership shall be as provided for in the Interlocal Agreement. EPSCA shall have one class of Members/Principals, except that each Member/Principal may be treated as a separate class for calculating weighted voting as provided for in the Interlocal Agreement.

ARTICLE VII — DISTRIBUTIONS UPON DISSOLUTION

No director, trustee or officer of EPSCA, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of EPSCA or the winding up of its affairs. Upon dissolution of EPSCA, after paying, satisfying, and discharging, or making adequate provision therefor, of all liabilities and obligations of EPSCA, and after returning, transferring, or conveying assets held by EPSCA requiring return, transfer, or conveyance on condition of the dissolution, all remaining assets of EPSCA shall be distributed by the Executive 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 EPSCA shall be set forth in the Bylaws of EPSCA.

ARTICLE X — REGISTERED AGENT

The address of the initial registered office of EPSCA is 8701160th Ave N.E. Redmond, WA 98052. The name and address of its initial registered agent is City of Redmond, 15670 N.E. 85th St., Redmond, WA 98073-9710.

ARTICLE XI — DIRECTORS

The initial board of directors (referred to in the Interlocal Agreement as the “Executive Board”) shall consist of five (5) directors. The names and addresses of the persons who are to serve as initial directors are:

Mr. Steve Sarkozy, City Manager
City of Bellevue
450 110th Avenue N.E.
Bellevue, WA 98004

Honorable Ava Frisinger, Mayor
City of Issaquah
130 E. Sunset Way
Issaquah, WA 98027

Mr. Kurt Triplett, City Manager
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033-6189

Mr. Rich Conrad, City Manager
City of Mercer Island
9611 SE 36th St.
Mercer Island, WA 98040

Honorable John Marchione, Mayor
City of Redmond
15670 N.E. 85th St.
Redmond WA 98073-9710

Directors may be removed as provided for in the Bylaws.

ARTICLE XII — INCORPORATORS

The names and addresses of the incorporators are:

1. City of Bellevue
450 110th Avenue N.E.
Bellevue, WA 98004

2. City of Issaquah
130 E. Sunset Way
Issaquah, WA 98027

3. City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033-6189

4. City of Mercer Island
9611 SE 36th St.
Mercer Island, WA 98040

5. City of Redmond
15670 N.E. 85th St.
Redmond, WA 98073-9710

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 EPSCA (a director is referred to as a "Member of the Executive Board" in the Interlocal Agreement) shall not be personally liable to EPSCA 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 EPSCA to eliminate or limit the personal liability of directors, then, without any further requirement of action by the directors of EPSCA, the liability of a director shall be eliminated or limited to the full extent permitted by the Act. No amendment to or repeal of this Article shall adversely affect any right of protection of any director of EPSCA occurring after the date of the adoption of this Article and prior to such amendment or repeal.

ARTICLE XIV — INDEMNIFICATION

EPSCA shall indemnify any director and officer of EPSCA 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 EPSCA 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 of Directors (referred to as the “Executive Board” in the Interlocal Agreement), EPSCA 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 EPSCA. Reasonable expenses incurred by a director or officer who is involved in any capacity in a proceeding by reason of the position held in EPSCA, shall be advanced by EPSCA to the full extent allowed by and on the conditions required by applicable law, as presently in effect and as hereafter amended.

The Board of Directors of EPSCA 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 EPSCA, a vote of the Board of Directors of EPSCA, 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.

EPSCA shall also indemnify and hold harmless every Member/Principal, including, but not limited to that Member’s/Principal’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 EPSCA. To such degree as the board of directors/Executive Board determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of EPSCA, EPSCA may also indemnify and hold harmless Subscribers, including, but not limited to that Subscriber’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 EPSCA.

Nothing in these Articles of Incorporation may be interpreted as a waiver of sovereign immunity by any member.

Indemnification of directors and officers by EPSCA 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 EPSCA to lose its exemption from federal income taxation.

DATED this ____ day of _____, 2013.

INCORPORATORS:

INCORPORATOR: City of Bellevue

INCORPORATOR: City of Kirkland


By: City Manager

By: City Manager

INCORPORATOR: City of Issaquah

INCORPORATOR: City of Redmond

By: Mayor

By: Mayor

INCORPORATOR: City of Mercer Island

By: City Manager

Indemnification of directors and officers by EPSCA 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 EPSCA to lose its exemption from federal income taxation.

DATED this ____ day of _____, 2013.

INCORPORATORS:

INCORPORATOR: City of Bellevue

INCORPORATOR: City of Kirkland

By: City Manager



By: City Manager

INCORPORATOR: City of Issaquah

INCORPORATOR: City of Redmond

By: Mayor

By: Mayor

INCORPORATOR: City of Mercer Island

By: City Manager

DATED this _____ day of _____, 2013.

INCORPORATORS:

INCORPORATOR: City of Bellevue

INCORPORATOR: City of Kirkland

By: City Manager

By: City Manager

INCORPORATOR: City of Issaquah

INCORPORATOR: City of Redmond

By: Mayor

By: Mayor

INCORPORATOR: City of Mercer Island



By: City Manager

DATED this 13th day of March, 2013.

INCORPORATORS:

INCORPORATOR: City of Bellevue

INCORPORATOR: City of Kirkland

By: City Manager

By: City Manager

INCORPORATOR: City of Issaquah

INCORPORATOR: City of Redmond

Ara Frisinger
By: Mayor

By: Mayor

INCORPORATOR: City of Mercer Island

By: City Manager

Indemnification of directors and officers by EPSCA 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 EPSCA to lose its exemption from federal income taxation.

DATED this _____ day of _____, 2013.

INCORPORATORS:

INCORPORATOR: City of Bellevue

INCORPORATOR: City of Kirkland

By: City Manager

By: City Manager

INCORPORATOR: City of Issaquah

INCORPORATOR: City of Redmond

By: Mayor



By: Mayor

INCORPORATOR: City of Mercer Island

By: City Manager