

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR THE
SOUTHWEST SNOHOMISH COUNTY PUBLIC SAFETY COMMUNICATIONS AGENCY

This is an Amendment to the 2004 Interlocal Cooperation Agreement for the Southwest Snohomish County Public Safety Communications Agency (the "Agreement").

WHEREAS, at their regular meeting of July 22, 2010, the Board of Directors for Southwest Snohomish County Public Safety Communications Agency ("SNOCOM"), approved a motion to restore Snohomish County Fire District No. 1, as a SNOCOM Member Agency; and

WHEREAS, in accordance with Paragraph 21 of the Agreement, SNOCOM desires to include Snohomish County Fire District No. 1, as specified in Exhibit A, attached hereto.

NOW, THEREFORE BE IT AGREED, pursuant to the appropriate resolution or ordinance of each local government, this Amendment shall be effective on the last date on which it has been adopted, approved and executed by the authorized representative of each municipality, agency, and entity listed on Exhibit A.

CITY OF BRIER, WASHINGTON

By _____
Date _____

CITY OF LYNNWOOD, WASHINGTON

By Don Augst
Date 9-1-10

CITY OF MOUNTLAKE TERRACE,
WASHINGTON

By _____
Date _____

TOWN OF WOODWAY, WASHINGTON

By Carla A. Althoff
Date Aug. 2, 2010

CITY OF EDMONDS, WASHINGTON

By Robert Cooper
Date 9/7/10

CITY OF MILL CREEK, WASHINGTON

By _____
Date _____

CITY OF MUKILTEO, WASHINGTON

By Joe Marino
Date 9/8/10

SNOHOMISH COUNTY FIRE DISTRICT
NO. 1

By _____
Date _____

Exhibit A

The following municipalities, agencies, and entities are Member Agencies of SNOCOM, and are entitled to appoint the number of Board Members identified below:

Entity	Number of Board Members
City of Brier	1
City of Edmonds	2
City of Lynnwood	2
City of Mill Creek	1
City of Mountlake Terrace	2
City of Mukilteo	1
Town of Woodway	1
Snohomish County Fire District 1	1

As provided in Paragraph 21 of the Agreement, this Exhibit may be amended by written agreement approved by all Member Agencies.

2004 INTERLOCAL COOPERATION AGREEMENT
FOR THE
SOUTHWEST SNOHOMISH COUNTY PUBLIC SAFETY
COMMUNICATIONS AGENCY

This 2004 Interlocal Cooperation Agreement for the Southwest Snohomish County Public Safety Communications Agency ("Agreement") is entered into by and between all of the municipalities, agencies, and entities listed on Exhibit A attached hereto, and shall be effective on the date on which it has been adopted by the legislative authority of the last of each such municipality, agency, and entity.

RECITALS

WHEREAS, 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 localities and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, various municipalities, agencies, and entities located within Snohomish County since 1971 have been parties to an Interlocal Cooperation Agreement for Southwest Snohomish County Public Safety Communications Agency, and amendments thereto, aimed at providing consolidated emergency and public safety communications and records to maximize efficiency and effectiveness of service to the public at minimum costs; and

WHEREAS, a need has arisen, as recognized by the Board of Directors of the Southwest Snohomish County Public Safety Communications Agency ("SNOCOM"), and its current Member Agencies, to consolidate, amend, and make more concise all existing agreements relating to SNOCOM; and

WHEREAS, to these objectives these municipalities, agencies, and entities are, or will be, committing themselves by appropriate legislative action;

AGREEMENT

NOW, THEREFORE, BE IT AGREED, upon approval of each of the municipalities, agencies, and entities in accordance with RCW 39.34.030:

1. CONTINUATION OF SNOCOM. SNOCOM is hereby continued in operation so that its current and future Member Agencies can continue to meet their combined needs for public safety communications, records retention and usage, and other approved functions in the most efficient and effective manner.

RECEIVED

APR 12 2005

CITY OF MUKILTEO
CLERKS OFFICE

2. CONTINUATION OF CONTRACTS, RIGHTS, AND DUTIES. All contracts, rights, and duties between SNOCOM and any other persons, organizations, or entities shall continue in effect and shall not be affected by the adoption of this Agreement.

3. PRIOR INTERLOCAL AGREEMENTS SUPERSEDED. This Agreement is intended to supercede and replace all prior interlocal agreements and amendments thereto relating to SNOCOM.

4. MEMBERSHIP. The “Member Agencies” of SNOCOM shall be the municipalities, agencies, and entities listed in Exhibit A, that have approved this Agreement in accordance with RCW 39.34.030, and that have not subsequently withdrawn or been terminated from membership, as well as those municipalities, agencies, and entities that from time to time may be permitted by the Member Agencies to join SNOCOM as Member Agencies and that shall approve this Agreement, and any amendments thereto, in accordance with RCW 39.34.030 and the provisions of this Agreement.

5. PURPOSE. Through this Agreement, the Member Agencies assign to SNOCOM the responsibility and authority for public safety communications, certain records retention and usage, and other approved functions, for the purpose of communications and dispatching for public health and safety services in Southwest Snohomish County.

6. BOARD OF DIRECTORS. SNOCOM shall be governed by a Board of Directors (“Board”) composed of Board Members appointed by the legislative bodies of the various Member Agencies to this Agreement. Each Member Agency shall be entitled to the number of Board Members specified in Exhibit A. Each Member Agency shall designate one or more “Alternate Board Member(s)” for its Board Member position(s). Alternate Board Members, whose names shall be filed with SNOCOM, shall act in lieu of the Board Member when the Board Member is not otherwise available to attend meetings. The Alternate Board Member shall have full powers to vote and act as a Board Member at all meetings that the Alternate Board Member attends in lieu of the regular Board Member.

7. VOTING. Unless otherwise provided in this Agreement, decisions of the Board shall be made by majority vote among those Board Members (or Alternate Board Members) then present and voting; provided that a quorum must be present for the Board to take any official action.

8. BOARD OF DIRECTORS POWERS. In furtherance of its purposes, the Board shall have the power to:

- a. acquire, construct, receive, own, manage, lease, and sell real, personal, and intangible property;
- b. operate and maintain SNOCOM’s equipment and facilities;
- c. enter into contracts with public and private entities;
- d. employ and terminate personnel, with or without cause, and contract for personnel and services with public and private entities;

- e. defend and pursue legal actions;
- f. establish and collect rates, fees, charges, and collect assessments as determined by this Agreement;
- g. establish policies, guidelines, or regulations to carry out SNOCOM's operations and responsibilities; and
- h. exercise all other powers that are within the statutory authority of, and may be exercised by, its Member Agencies with respect to the public health and safety communications, recordkeeping responsibility and other duties that each Member Agency has assigned to SNOCOM pursuant to this Agreement.

9. BOARD DUTIES.

a. Board Chair/Meetings. The Board, at its February meeting, shall elect a Chair and Vice-Chair from among the Board Members. The Chair will be the presiding officer of the Board and Board meetings. The Vice-Chair will act as the presiding officer in the Chair's absence, unless the Vice-Chair is also absent, in which case the Chair will appoint a Board Member to act as the presiding officer. Should the Chair resign from his or her position during the year, the Vice-Chair will assume the position of Chair, and the Board shall elect a new Vice-Chair. At the February meeting, the Board also shall determine the time and place of its meetings; provided that the Board may, with notice, change its meeting schedule. The Board shall hold at least one regular meeting each quarter, except when the Board in its discretion chooses to meet less frequently.

b. Board Committees. The presiding officer may, as the need exists, create Committees to engage in activities in support of the Board's work. Committees will be composed of Board Members, Alternate Board Members or members of the Technical Advisory Committees (*see* Section 10), as appointed by the presiding officer. Committee members shall serve at the will of the presiding officer.

c. Agency Director. The Board shall appoint a SNOCOM Director, who shall be selected based on his or her technical and administrative competence. The Director shall report to the presiding officer and be responsible to the Board; shall advise the Board, by budget proposals and other appropriate means, with regard to legislative action being considered by the Board; shall administer the program and operations of SNOCOM consistent with policies adopted by the Board; shall be the Board's financial officer, with any disbursements exceeding budgeted amounts to be approved in advance by the Board; and shall perform such additional duties and exercise such additional authority as the Board may, from time to time, assign to or confer upon the Director.

d. Additional Services. The Board shall evaluate and determine the appropriateness of including additional communications, dispatching or other services for Member Agencies and others, when so requested, and shall determine whether and how such services should be provided and the appropriate fees for such services; provided that such fees shall offset all installation and operational costs applicable to such services. Additional services may include, but shall not be limited to, alarms for public and private buildings, communications

and dispatching for public works and public utility operations, and telephone response for local governments during non-business hours. The Board shall not approve additional services that detract from the effectiveness of SNOCOM's emergency and public safety communications services.

e. Operational Enhancements. It shall be the objective of the Board to encourage future additional cooperation among Member Agencies. The Director, with the advice and assistance of the Technical Advisory Committees, shall actively consider and evaluate opportunities that would enhance the operational effectiveness of public health and safety communications, to the benefit of the taxpayers and residents of the areas served. The Director's and/or Technical Advisory Committees' recommendations and proposed actions shall be presented to the Board and, when the Board so recommends, to participating Member Agencies.

f. Personnel Policies. The presiding officer may, as needs require, appoint a Personnel Committee, which shall advise the Board and the Director in the formulation and administration of SNOCOM's personnel policies. The Board shall establish the personnel policies of SNOCOM, and revise them as the Board deems appropriate. Employees may be hired by the Director after selection in a manner approved by the Board.

g. Budget/Member Contribution. The Board shall consider and give approval to SNOCOM's annual budget prior to October 1 of the preceding year; provided that the Board may, by resolution, set a revised deadline as required. The Board shall advise the Member Agencies of the program and objectives of the budget, the financial participation of each Member Agency and the planned use of reserves for the ensuing year. No expenditures outside an approved budget may be made by SNOCOM without express Board approval. Any and all revenues received by SNOCOM shall be placed in accounts approved by the Board.

(1) The allocation of financial participation between Member Agencies shall be determined as follows:

(i) The annual budget shall be split 1/3 to the fire dispatch function and 2/3 to the police dispatch function.

(ii) All Member Agencies participating in the fire dispatch function shall be allocated the cost of that function as follows: the 2004 (and each subsequent year) fixed costs of 46% of the fire dispatch function budget share (1/3 of the total budget) shall be allocated 1/2 based on population for the ensuing year (as determined by the State Census Bureau for the current year and with boundaries to be those existing as of the date of the census approval), and 1/2 of the 46% based on the assessed valuation within each Member Agency's jurisdiction (as certified by the Snohomish County Assessor for the ensuing year); the variable cost which is 54% of the total fire dispatch budget share shall be allocated to Member Agencies based on the number of fire dispatchable calls and referral calls for their jurisdictions during the past year.

(iii) All Member Agencies participating in the police dispatch function shall be allocated the cost of that function as follows: the 2004 (and each subsequent

year) fixed costs of 46% of the police dispatch function budget share (2/3 of the total budget) shall be allocated 1/2 based on population for the ensuing year (as determined by the State Census Bureau for the current year and with boundaries to be those existing as of the date of the census approval), and 1/2 of the 46% based on the assessed valuation within each Member Agency's jurisdiction (as certified by the Snohomish County Assessor for the ensuing year); the variable cost which is 54% of the total police dispatch budget share shall be allocated to Member Agencies based on the number of police dispatchable calls and referral calls for their jurisdiction during the past year.

(2) The Board may increase the required financial contributions of the Member Agencies within a budget year to meet emergency needs or cover extraordinary expenses not anticipated in SNOCOM's approved budget.

(3) From time to time, some form of new service may be available to make all or part of SNOCOM's operation more beneficial to some participating Member Agencies than to others. If this should be the case, and after the Board has approved such an addition or operation, then all Member Agencies participating in the new service shall share in costs of said service based on an assessment formula approved by the Board.

(4) If a new Member Agency joins SNOCOM, the Board shall determine the financial contribution for the new Member Agency from the effective date of membership until the next regular cost allocation among all Member Agencies.

10. TECHNICAL ADVISORY COMMITTEES. Police and Fire Technical Advisory Committees, to be composed of the Police and Fire Chiefs of the Member Agencies, or their designees, shall meet periodically with the Director to assist and advise the Director as to operational and procedural matters. Each Technical Advisory Committees shall select an individual to act as its chair. The chairs shall advise the Board at its regularly scheduled meetings, and otherwise as appropriate, of the needs of the operating departments serviced by SNOCOM.

11. EQUIPMENT. As needed, and in conformance with the approved budget, equipment and furnishings may be acquired by, and title shall rest with, SNOCOM. The Director shall maintain a schedule of such equipment. When preparing the proposed budget for the ensuing year, the Director shall present to the Board any proposed changes to SNOCOM's equipment or furnishings that will require additional financial contributions by the Member Agencies.

12. WITHDRAWAL/DISSOLUTION.

a. Withdrawal. Any Member Agency may withdraw from SNOCOM by giving written notice of no less than twenty-four (24) months (the "Withdrawal Period"). The written notice must contain evidence of approval of the withdrawal by the Member Agency's legislative authority. The withdrawal will be effective on December 31 following the expiration of the Withdrawal Period. Once submitted, a notice of withdrawal may be rescinded only with approval of the Board.

b. Dissolution. SNOCOM will be dissolved effective December 31 of any year in which the Member Agencies unanimously vote for dissolution.

13. DISPOSITION OF PROPERTY AND FUNDS UPON DISSOLUTION. Upon the dissolution of SNOCOM, after payment of all valid costs, expenses, and charges incurred by SNOCOM, the Agency and/or the Board shall disburse all funds held by SNOCOM, as well as any funds derived from the sale of any property, to the then participating Member Agencies in an amount by proportion to the Member Agency's percentage of contribution made during the year of dissolution.

Any Member Agency whose withdrawal from this Agreement has become effective as provided in Section 12(a), or whose termination has become effective as provided in Section 12(c), shall have no right to any portion of SNOCOM's assets by virtue of its participation in SNOCOM prior to the effective date of its withdrawal or termination.

Any Member Agency that, having withdrawn from or been terminated by SNOCOM, is subsequently permitted to renew its membership shall share in any disbursement of assets upon dissolution in the same manner as any other Member Agency.

14. OPERATIONAL INTERCONNECTS. Each Member Agency shall retain the responsibility for and authority over its operational departments, and for such equipment and services as are required at its place of operation to interconnect with SNOCOM's operations. Interconnecting equipment and services may be included in SNOCOM's budget and operational program.

15. INSURANCE. SNOCOM shall maintain, and shall include in its budget provision for, liability and casualty insurance policies as the Board shall determine appropriate. This obligation may be accomplished by participation in an insurance pool established in accordance with the laws of the State of Washington.

16. INDEMNIFICATION/SURVIVAL OF INDEMNITY. The Member Agencies and any former Member Agencies shall share in any excess liability of SNOCOM for claims, losses, or liabilities that arose during a budget year on the same percentage basis as their relative financial participation in SNOCOM for that budget year, as determined in Section 9(g) above. "Excess liability" shall refer to liability incurred by SNOCOM, as determined by judgment or approved settlement agreement, that is in excess of applicable insurance coverage. Whether or not a claim, loss, or liability arose during a particular budget year shall be determined by the date on which the incident or incidents occurred that gave rise to such liability. A Member Agency that withdraws from SNOCOM shall by its participation in any budget year be obligated to share in any excess liability arising during that budget year as stated herein.

17. RECORDS ACCESS. SNOCOM shall be responsible for ensuring that its use of confidential information complies with all applicable laws. SNOCOM shall establish rules and regulations governing access to and security for the data communications network and for any confidential information it receives. Such rules and regulations shall be consistent with the applicable laws governing confidentiality and authorized uses of such records.

18. FILING. Prior to its entry in force, this Agreement shall be filed with the Snohomish County Auditor, as required by RCW 39.34.040, and with the City Clerks or other appropriate office of any Member Agency.

19. VALIDITY. If any provision of this Agreement is determined to be invalid or unenforceable, all of the other provisions shall remain valid and enforceable notwithstanding, unless the provision found to be unenforceable is of such material effect that this Agreement cannot be performed in accordance with the intent of the Member Agencies in the absence thereof.

20. AUTHORITY. This Agreement shall be executed on behalf of each Member Agency by its authorized representative, pursuant to appropriate legislative action by such Member Agency. It shall be deemed adopted upon the date of execution by the last so authorized representative.

21. AMENDMENTS. This Agreement, and any exhibits to it, may be amended by written agreement approved by appropriate legislative action by all participating Member Agencies.

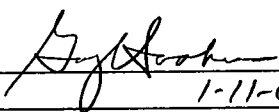
22. WAIVER. Nothing herein shall be deemed to waive the immunities established pursuant to RCW 38.52.180 *et seq.* or to create third party rights or liabilities.

THIS AGREEMENT is approved and entered into by the undersigned local government units:

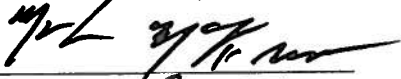
CITY OF BRIER, WASHINGTON

By 
Date 2-4-05


CITY OF EDMONDS, WASHINGTON

By 
Date 1-11-05

CITY OF LYNNWOOD, WASHINGTON

By 
Date 3-18-05

CITY OF MILL CREEK, WASHINGTON

By 
Date 1-26-05

CITY OF MOUNTLAKE TERRACE, WASHINGTON

By Annex L. Fessell
Date 1/10/05

CITY OF MUKILTEO, WASHINGTON

By Donald A. ...
Date 2-24-05

TOWN OF WOODWAY, WASHINGTON

By Carla A. Nichols
Date 2/23/05

Exhibit A

The following municipalities, agencies, and entities are Member Agencies of SNOCOM, and are entitled to appoint the number of Board Members identified below:

Entity	Number of Board Members
City of Brier	1
City of Edmonds	2
City of Lynnwood	2
City of Mill Creek	1
City of Mountlake Terrace	2
City of Mukilteo	1
Town of Woodway	1

As provided in Paragraph 21 of the Agreement, this Exhibit may be amended by written agreement approved by all Member Agencies.

Agreement Between the Southwest Snohomish County Public Safety Communications Agency and the City of Mukilteo

This Agreement, by and between the Southwest Snohomish County Public Safety Communications Agency (SNOCOM) and the City of Mukilteo ("Mukilteo") is entered into this 18~~th~~ day of November, 2004.

RECITALS

WHEREAS, SNOCOM is an interlocal cooperation association established by Interlocal Cooperation Agreement (the "Interlocal Agreement") to provide consolidated emergency and public safety communications and records management to its member agencies and/or contract agencies; and

WHEREAS, Mukilteo desires to become a member agency of SNOCOM and SNOCOM is willing to accept Mukilteo as a member agency effective January 1, 2005, by execution of an amendment to the Interlocal Agreement for the Southwest Snohomish County Public Safety Communications Agency (the "Interlocal Agreement," attached hereto);

WHEREAS, through this Agreement, SNOCOM and the City of Mukilteo wish to describe the services to be provided by SNOCOM and the financial obligations to be assumed by the City of Mukilteo at the time the City of Mukilteo becomes a member of SNOCOM;

WHEREAS, in consideration of the rights, benefits, covenants, obligations, and mutual promises associated with membership in SNOCOM, the parties agree as follows:

AGREEMENT

NOW, THEREFORE, BE IT AGREED, upon approval of SNOCOM and the City of Mukilteo:

1. Provision of Services: Effective December 28, 2004, SNOCOM shall begin providing services to Mukilteo; effective January 1, 2005, Mukilteo shall become a full member of SNOCOM. Mukilteo shall receive those services provided by SNOCOM to its members that participate in the police and fire dispatch services, including the following:
 - a. 24-hour emergency dispatch service for police and fire units;
 - b. 24-hour processing of 911 calls received by SNOCOM, or transferred by SNOPAC or other centers, including appropriate caller interrogation in order to provide dispatch services;
 - c. 24-hour telephone assistance from dispatch staff to assist Mukilteo police and fire staff with related matters;
 - d. Records maintenance service on the same basis as such services are provided to SNOCOM Members, to include entry into the appropriate state and federal data bases records for:

- Stolen Vehicles
- Stolen Property
- Missing Adults/Juveniles
- Vehicle Impounds
- Temporary Felony Warrants
- Misdemeanor Warrants issued after the Effective Date
- Domestic Violence Orders issued after the Effective Date

e. Electronic access to data in the SNOCOM CAD and/or RMS (Computer Aided Dispatch & Records Management) System as agreed by both parties;

f. Use of a telephone language interpretation service for its police and fire personnel, up to a limit determined to be reasonable by the SNOCOM Director, after which Mukilteo will be obligated to pay any additional costs for use of the service; and

g. Technical support, to the extent deemed possible by SNOCOM's Director, concerning configuration and operation of Mukilteo's mobile data computers operating on the county wide 900 MHz system;

2. Connectivity. Consistent with its agreement and practice with respect to SNOCOM members, SNOCOM shall pay all hardware and software installation costs necessary to enable Mukilteo to connect to the SNOCOM CAD/RMS system. Any such software or hardware will remain the property of SNOCOM and must be returned to SNOCOM upon the termination of Mukilteo's membership in SNOCOM, unless the parties agree otherwise.

3. Line Lease Fees. SNOCOM will pay the monthly line lease fees for connections used to connect Mukilteo to the SNOCOM CAD/RMS system; provided, however, that should these connections be used by Mukilteo for uses other than, or in addition to, SNOCOM purposes, Mukilteo will assume responsibility for the monthly line lease costs.

4. Board and Committee Participation. Effective January 1, 2005, Mukilteo will be entitled to one Board Member position on the SNOCOM Board of Directors, and will be entitled to participate with the full rights of other SNOCOM Board Members. Additionally, Mukilteo's Police Chief, or his or her designee, will be entitled to a position on SNOCOM's Police Technical Advisory Committee; and Mukilteo's Fire Chief, or his or her designee, will be entitled to a position on SNOCOM's Fire Technical Advisory Committee. SNOCOM's presiding officer may appoint the City of Mukilteo's Board Member to any other SNOCOM committees that may exist from time to time.

5. Participation Fee. In exchange for full membership rights and the services described herein, Mukilteo will pay to SNOCOM \$278,266 during 2005, to be paid in quarterly installments of \$69,566.50. SNOCOM will bill the City of Mukilteo for each quarterly

installment. Payment will be due no later than 30 days after Mukilteo's receipt of SNOCOM's bill. Beginning in 2006, the participation membership fee for Mukilteo will be determined based on the cost allocation model applicable to all SNOCOM Members. For determination of the 2006 participation fee, since SNOCOM will not have a full twelve months of call data history, at the time of preparing the 2006 budget, SNOCOM and Mukilteo will mutually determine the estimated call volume for the remainder of 2005.

6. Liability and Indemnity. The parties agree to share responsibility for any liabilities incurred in connection with the actions of the parties under this Agreement on the same basis as if Mukilteo was a full member of SNOCOM.

7. Relationship to Interlocal Agreement. This Agreement is intended to describe the benefits and obligations of SNOCOM membership that Mukilteo will enjoy as a result of its participation in the Interlocal Agreement. Once an amendment including Mukilteo as a member of the Interlocal Agreement has been executed by all parties, the terms of Mukilteo's membership in SNOCOM will be governed solely by the terms of the Interlocal Agreement, and any revisions to the Interlocal Agreement that are duly adopted by the SNOCOM members; provided that the provisions of Paragraph 5 of this Agreement will remain in effect until such time as Mukilteo's 2006 participation fee has been established. To the extent that any provision in this Agreement conflicts with any provision of the Interlocal Agreement, including any duly adopted revisions to the Interlocal Agreement, the terms of the Interlocal Agreement shall prevail.

8. Filing. Prior to its entry in force, this Agreement shall be filed with the Snohomish County Auditor and with the City Clerk of the City of Mukilteo.

9. Validity. If any provision of this Agreement is determined to be invalid or unenforceable, all of the other provisions shall remain valid and enforceable notwithstanding, unless the provision found to be unenforceable is of such material effect that this Agreement cannot be performed in accordance with the intent of the parties in the absence thereof.

10. Authority. This Agreement shall be executed on behalf of the City of Mukilteo by its authorized representative, pursuant to appropriate and legally binding approval.

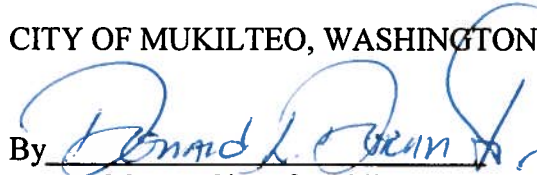
11. Amendment. This Agreement may be amended by written agreement approved by appropriate legislative action by the parties.

[Signatures appear on the next page.]

THIS AGREEMENT is approved and entered into by the undersigned:

CITY OF MUKILTEO, WASHINGTON

By

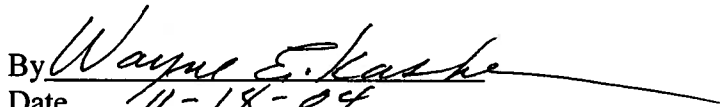

Mayor, City of Mukilteo

Date

11.5.04

THE SOUTHWEST SNOHOMISH COUNTY PUBLIC SAFETY COMMUNICATIONS
AGENCY

By


Date 11-18-04