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GRAYS HARBOR COMMUNICATIONS CENTER AGREEMENT

This AGREEMENT made and first entered into this 3rd day of October _____, 1989, by and among the undersigned municipalities and the County of Grays Harbor, constituting corporations under the laws and statutes of the State of Washington;

WITNESSETH:

WHEREAS, the undersigned municipal corporations are desirous of establishing and maintaining a consolidated emergency communication center, to be hereafter known as the "GRAYS HARBOR COMMUNICATION CENTER"; and

WHEREAS, this Agreement and the activities described herein below are sanctioned by the provisions and terms of the "Inter-local Cooperation Act" pursuant to RCW 39.34. et seq.; and

WHEREAS, the establishment of such Center will provide police, fire and medical aid service communications within the boundaries of the consolidated service area at a minimum cost to the participating local governments, together with such other governmental units as may hereafter contract with the undersigned for communications services; and

WHEREAS, it is one of the objectives of said Center to provide consolidated telephone, radio and alarm communication and dispatching services for participating local government units; and

WHEREAS, the establishment and maintenance of such Center will be of substantial benefit to the citizens of the undersigned entities and the public in general;

NOW, THEREFORE, it is hereby agreed and covenanted among the undersigned as follows:

1.0 GRAYS HARBOR COMMUNICATIONS CENTER-AUTHORITY. There is hereby established a governmental agency to be hereafter known as the "GRAYS HARBOR COMMUNICATION CENTER", initially consisting of the participating entities of Aberdeen, Hoquiam, Elma, Cosmopolis, Montesano, McCleary and Grays Harbor County, as members thereof. Said center shall have the responsibility and authority to provide communication services, including but not limited to emergency service communications and functions incidental thereto, in furtherance of the public safety of the aforementioned member entities. In addition, the center may by agreement provide services to other municipal corporations (subscribing agencies) that exist within the logical physical service area and which are in need of such emergency service communications. Any agreement with such subscribing agencies shall be in writing and approved by the participating entities.

1.2 The Grays Harbor Communications Center shall be a distinct and independent governmental agency with the following powers:

- (1) To acquire by purchase, gift or a grant and lease, construct, add to, and improve, replace, repair, maintain and operate any communication facilities and properties,

including all lands, rights of way, property, equipment, and accessories necessary to such communication facilities and systems.

(2) To contract with the United States or any agency thereof, any State or agency thereof, any metropolitan municipal corporation, or any other county, city, special district, or governmental agency and any private person, firm, or corporation for the purpose of receiving gifts or grants or securing loans or advances for preliminary planning and feasibility studies, or for design, construction, operation or maintenance of communication facilities and systems.

(3) To contract with any governmental agency or with any private person, firm or corporation for the purpose of planning, constructing, or operating any facility or performing any service related to fire, police, or emergency services communication.

(4) In addition to all other powers the Grays Harbor Communication Center shall have the power to own, construct, purchase, lease, add, and maintain any real and personal property or property rights necessary for the conduct of the affairs of the Center. The Center may sell, lease, convey, or otherwise dispose of any of the center's real or personal property no longer necessary to the conduct of the affairs of the Center and pursuant to the terms of this agreement.

The Center shall exercise the above described powers through its administrative board pursuant to this agreement and such procedures as may be established by the administrative board. The Grays Harbor Communications Center does not explicitly or impliedly by virtue of this agreement have any power or authority to incur any indebtedness or liability for or on behalf of any participating entity and the participating entities shall not be

liable for any debts, charges or other liabilities of any nature incurred or claimed against the Center.

2.0 DURATION OF AGREEMENT-TERMINATION. The initial duration of this Agreement shall be for a period of six (6) years from the date hereof. This agreement may not be terminated during the initial six year term. After the initial six year term the agreement shall be automatically extended for consecutive two year periods unless terminated by one or more of the participating entities. Any such termination shall be effective when reduced to writing and served on the other entities on or before July 1 in any one year, and thereupon such termination shall then become effective on the last day of such year. Any notice to be effective shall be in writing and time is of the essence in the giving of such notice.

3.0 ADMINISTRATION BOARD

3.1 The affairs of the center shall be governed by an administrative board comprised of one representative from each participating entity. Subscribing agencies shall not be represented or entitled to a vote on the administrative board. Each entity shall be represented by its mayor, in the case of a municipality and a county commissioner in the county's case. In the event the proper representative cannot attend a meeting of the board, the representative may designate someone to exercise his authority. Each member shall have an equal vote and voice in all board decisions. The administrative board shall adopt rules

governing its procedures and the handling of its business. Until such rules are adopted and in the absence of any rule, Roberts Revised Rules of Order shall govern.

3.2 A Presiding Officer shall be elected by its members, together with such other officers as the majority of the Board may determine. There shall be a minimum of two (2) meetings each year, and not less than fifteen (15) days notice shall be given to all members prior to such meeting. The first meeting shall be held on the second Tuesday of February of each year to review the prior year's service. The second meeting shall be on the second Tuesday of September of each year to review and present a budget to each participating unit. Other meetings may be held upon the request of the presiding officer or any two members to not less than seven (7) days prior written notice to all other members.

3.3 The Board shall not take any action except at a meeting at which a quorum, consisting of a majority of the members, is present and upon the majority vote of those members present.

3.4 The first meeting of the administrative board shall take place no more than fifteen days after the adoption of this agreement pursuant to section 18.0. The purpose of the first meeting shall be to elect a presiding officer and establish the center's initial operating budget. In the event this first meeting takes place after the second Tuesday of September, then the Board shall also adopt a budget to present to the participating entities for the following year.

4.0 OPERATING BOARD

4.1 There is further established an Operating Board. The Operating Board shall be composed of the police and fire chiefs from the cities of Aberdeen and Hoquiam, the Grays Harbor County Sheriff, one police chief and fire chief selected by the other participating entities and one fire chief representing the fire districts throughout Grays Harbor County. The police chief and fire chief representing the participating entities other than Aberdeen, Hoquiam and Grays Harbor, will serve three year terms. Each member on this board shall have an equal vote and voice in all board decisions. In the event that a proper representative cannot attend a meeting of the board, the representative may designate someone to exercise his authority.

4.2 The Board shall elect a Presiding Officer from its members and shall likewise determine the time and place of its meetings; at least one (1) regular meeting shall be held each month at a time and place designated by the Presiding Officer or a majority of its members. Special meetings may be called by the Presiding Officer or any two (2) members upon not less than seven (7) days prior written notice.

4.3 The first meeting of the Operating Board shall take place no more than ten days after the adoption of this agreement pursuant to Section 18.0. The purpose of this first meeting is to elect a presiding officer recommend a person to the administrative board for appointment as the center director. In the event the

administrative board will not have its first meeting prior to the second Tuesday of September, then the operating board will also at it's first meeting prepare and submit a proposed budget for the ensuing year to the administrative board.

4.4 The Operating Board shall adopt rules governing its procedures and the handling of its business in the absence of such rules or any specific rule, Roberts Revised Rules of Order shall govern. The Board shall not take any action except at a meeting in which a quorum, consisting of a majority of the members, is present and upon the majority vote of those members present.

5.0 CENTER DIRECTOR. The Operating Board shall recommend to the Administration Board a person to serve as the Center Director. Such Director shall have experience in technical, financial and administrative fields and such appointment shall be on the basis of merit only. Such Director shall be responsible to the Operating Board, shall advise same from time to time on a proposed budget and other appropriate means in order to fully implement the purposes of this agreement. The Director shall administer the program on its day to day operations consistent with the personnel policies adopted by the Administrative Board and the operational policies adopted by the Operational Board. Such Director shall also act as the finance officer of the center and all disbursements shall have the prior written approval of the Operating Board. The Director shall have the authority to hire, fire or discipline any employee pursuant to personnel policies.

6.0 PERSONNEL POLICY

6.1 The Operating Board shall submit to the Administration Board, a proposed personnel policy for said Center for its approval, rejection or modification. All such modifications or revisions shall have the final approval of the Administration Board.

6.2 Employees, with the exception of the Center's Director, shall be appointed by the director upon meeting the qualifications established by the Operating Board and adopted by the Administration Board. None of these employees shall be commissioned members of any emergency service, but first consideration will be given to those persons currently employed as dispatchers for the participating entities. Such employees may be eligible for membership on the public employees retirement system as provided by law.

7.0 BUDGET

7.1 The Director shall present a proposed budget to the Operating Board on or before August 1 of each year. Based upon the director's preliminary budget, the Operating Board shall present a proposed budget with such changes as it deems necessary and proper to the Administration Board no later than September 1 of such year. Thereafter the participating local entities shall be advised of the programs and objectives as contained in said proposed budget, and of the required financial participation for the ensuing year. The operating budget for the center will be

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allocated among the participating entities based upon the percentage of calls attributed to that agency in the preceding year and the percentage of population that agency represents for the total population served. The formula for the calculation of that allocation is as follows:

$$x/2 (A+B) = \text{cost}$$

Where A equals percentage of calls handled by the center in the preceding year for the specific entity

B equals the percentage of the total population served represented by the specific entity

x equals the operating budget proposed for the ensuing year.

x may be reduced by the amount of any external revenue which the center anticipates will be produced in the ensuing year such as grants or contracts with outside entities.

Upon approval of each participating entity of its budgetary allocation for the center's operation in the ensuing year, and verification thereof to said center, the Administration Board shall, after public hearing as provided by law, adopt its final budget for the ensuing year. Participating local entities shall be billed for their allocated share in six equal installments with payments to be made on or before the first day of February, April, June, August, October and December of each year.

7.2 Each participating entity shall be responsible to provide the necessary funding as may be determined by its respective legislative body as provided by law. The failure of any entity to appropriate

its allocated share for the ensuing year on or before December 31 shall terminate that entity's participation in this agreement. Upon termination pursuant to this section, the title to any property or equipment contributed by the terminated entity shall transfer to the center unless the remaining participating entities elect to dissolve this center within thirty days after such termination.

8.0 CONTRACTS AND SUPPORT SERVICES. The county will provide accounting, purchasing, data processing, payroll and record keeping services without charge to the center.

9.0 POLICY AND SYSTEM EVALUATION. The Director shall actively and continuously consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of emergency services so as to maximize the effectiveness and efficiency of the system. Such recommendations shall be presented by the Director to the Operating Board from time to time. Any change or deviation from established policy adopted by the Administrative Board shall have prior approval of the Administrative Board.

10.0 ADDITIONAL SERVICE AUTHORIZED. The Administration Board shall evaluate and determine the propriety of including additional communications and dispatching services for local governments, whenever so requested, and shall determine the means of providing such services, together with its costs and effects. These additional services may include, but shall not be limited to the following: allowance for public and private buildings, communications and dispatching operations and functions incidental

thereto.

11.0 INVENTORY AND PROPERTY.

11.1 EQUIPMENT AND FURNISHINGS. In each instance title to same shall rest with the contributing local entity unless such equipment is otherwise acquired by the center as provided by law.

11.2 The Director shall, at the time of preparing the proposed budget for the ensuing year, submit to the Operating Board a complete inventory together with costs or current valuations of all equipment and furnishings owned by, leased or temporarily assigned to the Center. In the case of dissolution of the center such assigned or loaned items shall be returned to the lending governmental entity and all other items, or funds derived from the sale thereof, shall be distributed to those governmental entities participating in the agreement at the time of dissolution in proportion to their financial participation averaged over the preceding three year period.

11.3 In the event a participating entity elects to terminate its participation in this agreement pursuant to section 2, any property or equipment contributed by that entity to the center will be returned to the terminating entity on the effective date of termination. The terminating entity shall not be entitled to share in the proceeds of the sale of any of the center's equipment or property or in a distribution of any funds remaining in any of the center's accounts unless the remaining entities elect to dissolve the center prior to or upon the effective date of termination.

- 12.0 LOCAL CONTROL AND INTERCONNECT. 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 Center's operations. Interconnecting equipment and services may be provided for in the Center's budget and operational program.
- 13.0 DISPATCH FACILITY FINANCING. Grays Harbor County Board of Commissioners will provide up to \$690,000.00 in funds or equipment to assist in a start-up financing of the center.
- 14.0 LEGAL ASSISTANCE. The Grays Harbor County Prosecuting Attorney's Office will provide legal advise to the administration and operation boards.
- 15.0 ENHANCED 911 PARTICIPATION. The Center may implement or contract for implementation of an enhanced 911 system for use within the area served, insofar as its practical.
- 16.0 FILING OF AGREEMENT. Upon execution hereof, this Agreement shall be filed, prior to its effective date, with the County Auditor.
- 17.0 SEVERABILITY. If any part, paragraph, section or provision of this Agreement is adjudged to be invalid by any court of competent jurisdiction, such adjudication shall not effect the validity of any remaining section, part or provision of this Agreement.
- 18.0 EXECUTION. This Agreement, or amendments hereto, shall be executed on behalf of each participating entity by its duly authorized representative and pursuant to an appropriate motion,

resolution or ordinance of each participating entity. This Agreement, or any amendment, shall be deemed adopted upon the date of execution by the last so authorized representative.

19.0 LIABILITY. Each entity shall provide professional and liability insurance covering the acts or omissions of any of its representatives on any of the Boards. The Administrative Board may obtain such liability insurance as it feels it is necessary to cover the employees and director of the center or indemnify the director or employees for their actions made in good faith while performing in their designated capacities for the center. In the event the Administrative Board decided to indemnify the director and the employees of the center it shall specify the extent of such indemnification and the circumstances under which the employee or director will be covered.

IN WITNESS WHEREOF the undersigned hereby affix their hands and seals.

BOARD OF COUNTY COMMISSIONERS
[Signature]
William B. Hooper
William D. [Signature]

Date _____
CITY OF ABERDEEN
[Signature]
Mayor
Date 9/21/89

CITY OF HOQUIAM
[Signature]
Mayor
Date 9/26/89

CITY OF MONTESANO
[Signature]
Date 9/27/89

CITY OF ELMA
[Signature]
Date 10-3-89

CITY OF MCCLEARY
[Signature]
Date 9-15-89

CITY OF COSMOPOLIS
[Signature]
Date 9-26-89

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