1939148 MASON CO WA

When recorded return to: Mason County 411 N. 5th St. Shelton, WA 98584 1935285 MASON CO WA
02/27/2009 09:17 AM AGREE
MASON COUNTY COMMISSIONERS #26789 Rec Fee: \$76.00 Pages: 35

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Change, per MLCECOM

MACECOM'S GOVERNING AGREEEMENT

THIS AGREEMENT, made and entered into by and between Mason County, the City of Shelton, Squaxin Island Tribal Police, Skokomish Indian Tribe, Mason County Fire Protection Districts 1, 2, 3, 4, 5, 6, 8, 9, 11, 12, 13, 16, 17, and 18 who are signators to this agreement. The effective date of this agreement is ________.

January 1, 2009
WITNESSETH:

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes the parties to agree to the joint provision of communications services; and

WHEREAS, the parties hereto collectively operate an emergency communications facility for law enforcement, fire protection services, and/or ambulance services and have employed skilled personnel in connection therewith and have certain equipment used to perform such public safety services; and

WHEREAS, the parties and the residents of Mason County would continue to benefit both in terms of efficiency and public safety from a consolidated communications system providing service to Mason County, the City, the Tribes, and the Fire Protection Districts within the County.

NOW, THEREFORE, be it hereby agreed as follows:

1. CREATION:

A. There is hereby created a consolidated public safety communications center, a public agency hereinafter called

MACECOM (MASON COUNTY EMERGENCY COMMUNICATIONS). The parties hereto each assign to such agency the responsibility for public safety communications for the purpose of communication and dispatching for public safety and emergencies in those participating incorporated and unincorporated areas of Mason County, which are under jurisdiction of any party to this agreement. Such agency shall be and is hereby created as a separate legal entity as is authorized by RCW 39.34.030 (3) b.

- The Finance Director of the City of Shelton will act as В. Treasurer of MACECOM. There is hereby created and established a special pooled fund, to be administered by the Treasurer, which fund shall be known as the "MACECOM Fund" into which shall be deposited all funds received for the account of this agency and from which shall be paid all proper claims as allowed by the Legislative Board in accordance with the provisions of RCW Chapter 36.22 and any other applicable statutes. Funds previously held by the City or County that were collected for the purpose of supporting emergency communications systems and facilities shall be transferred to MACECOM upon execution of this Agreement. This shall include, without limitation, any E911 revenues or taxes collected pursuant to RCW 82.14.420. On the tenth of each month hereafter, the County shall submit to MACECOM for deposit into this fund any excise, sales, or other revenue collected by the County during the term of this Agreement for the express purpose of supporting 911 emergency communications services, systems, or facilities. All MACECOM employees shall be paid on the City of Shelton's payroll as part of the City's function as Treasurer. MACECOM shall provide to the City of Shelton an amount agreeable to MACECOM and the City as compensation for the City's services. MACECOM shall contract with the City of Shelton for personnel services.
- C. MACECOM shall be a separate entity answerable to the Legislative and Governing Board. It is separate from any

existing emergency response agency for operational control. Any and all operational and / or procedural matters not otherwise delegated to the Director are to be decided upon by the Governing Board.

2. SERVICES PROVIDED:

MACECOM will provide the following services to its members:

- A. Emergency dispatch services for participating law enforcement, fire districts and departments, tribal agencies and ambulance services.
- B. Information from the Washington State Patrol Law Enforcement Data Communications System to participating law enforcement agencies.
- C. An answering and dispatching service to assist members in responding to public safety emergencies and other calls for assistance.

3. GOVERNING BOARD:

A. There is hereby established a Governing Board consisting of the following nine (9) members:

Elected Officials:

- 1. A Mason County Commissioner
- 2. Mason County Sheriff
- 3. A City of Shelton Commissioner
- 4. A Fire Protection District # 5 Commissioner
- 5. A Fire District Commissioner (elected by the Mason County Fire District Commissioners)

Appointed Officials:

- 1. City of Shelton Police Chief
- 2. Chief of Fire Protection District #5
- 3. A participating Fire Chief (elected by the Mason County Fire Chief's Association)

- 4. A Police Chief representing Squaxin Island Tribal Police and the Skokomish Department of Public Safety
- Each agency or group represented by a Governing Board В. member, as provided above, shall designate an alternate for each Governing Board member. The names of the Governing Board member and alternate shall be sent to MACECOM in writing to be filed, and shall be updated in writing by each agency or group whenever the designees are changed, whose name shall be filed with MACECOM, and who shall act as an alternate Governing Board member and attend all of the Governing Board meetings in lieu of the Governing Board member for whom such person is to act as an alternate at such times as the duly designated member is not otherwise available to attend the meetings. The alternate shall have full powers to vote and act as a Governing Board member at all such meetings that such alternate attends in lieu of the regularly designated Governing Board member.

The members of the Governing Board shall elect a chairperson of the Governing Board who shall preside at all meetings of the Governing Board. The members of the Governing Board shall elect a Chairperson Pro Tem who shall preside at meetings of the Governing Board when the Chairperson is absent.

The Director of MACECOM or his/her designee shall act as Secretary of the Governing Board.

The Governing Board shall adopt, and when necessary amend, the definitional, operational, and procedural parameters and functions of MACECOM.

- C. The functions of the Governing Board shall be as follows:
 - 1. Budget formulation and recommendations to the Legislative Board.

- 2. Present quarterly reports to the Legislative Board.
- 3. Interview applicants for the Director's position and make recommendations to the Legislative Board.
- Development of operational priorities, policies and procedures for systems development, programming, operational and personnel policies, and equipment usage.
- 5. Review of the administrative policies of MACECOM.
- 6. Establishment of policies for expenditure of budgeted items for MACECOM.
- Approval of the Director's proposals for new equipment.
- D. No member of the Governing Board shall be paid for his / her services thereon.
- E. Each member of the Governing Board shall have an equal vote in Governing Board decisions. The Director of MACECOM will not vote on any matters.

F. MEETINGS

All regular, special, and annual meetings of MACECOM Boards shall be subject to the Open Public Meetings Act and held in Mason County.

An annual meeting and election of officers shall be held at the first regular meeting of the calendar year.

- 1. Regular meetings of the Governing Board shall be held at least quarterly. Any regular meeting may be adjourned to a definite date and place by the majority vote of a quorum of the members. Adjourned or special meetings may be held at the time or place determined by the Governing Board.
- 2. Special meetings of the Governing Board may be held at the call of the Chair, or at the request in writing of any three (3) or more members. If the Chair shall fail to comply with such a request said members so requesting shall call such meeting, all signing notice. All members

shall be notified at least 24 hours before the time and place set for a meeting.

3. Notices of all annual and regular meetings shall be mailed or delivered to each member at least five (5) days before the meeting.

4. A quorum necessary for the transaction of business shall consist of five (5) voting members. With a quorum present, the business of the Governing Board shall be transacted by a majority vote of the members present, including the vote of the Chair.

5. The Governing Board shall keep minutes and records of all its resolutions, transactions, findings, recommendations and determinations.

6. The Chair shall rule on all procedural questions subject to reversal by two-thirds (2/3) vote of the members present.

4. LEGISLATIVE BOARD

- A. There is hereby established a Legislative Board consisting of following five (5) elected officials:
 - 1. A Mason County Commissioner
 - 2. A City of Shelton Commissioner
 - 3. A Mason County Fire Protection District Commissioner (elected be the Mason County Fire District Commissioners)
 - 4. A Squaxin Island Tribal Council Member
 - 5. A Skokomish Tribal Council Member
- B. The Legislative Board shall elect a chairperson who shall preside at all meetings of the Legislative Board. The members of the Legislative Board shall elect a chairperson pro tem who shall preside at meetings of the Legislative Board when the chairperson is absent. Elected officials must designate in writing another elected official as their alternate.
- C. A quorum necessary for the transaction of business shall consist of three (3) voting members.

- D. The Legislative Board shall have quarterly meetings at a minimum.
- E. The functions of the Legislative Board shall be as follow:
 - 1. Budget modifications and approval
 - 2. Review and approval of expenditures
 - 3. Approval for new equipment
 - 4. Delegation of authority as authorized
 - 5. Approve final selection of Director
- F. The Legislative Board may contract with non-member public and private organizations or agencies for emergency communications, alarm systems, and other communications services. Such organizations or agencies shall be charged a standard rate for these services as established annually by the Legislative Board.

5. POLICY AND PROCEDURE:

A. It is the responsibility of the Chair to appoint such subcommittees as are necessary to draft and make recommendations for standardized policies and procedures for each of the emergency services. The Governing Board shall submit comments and recommendations to the Director as necessary. The Director will make every effort to reasonably accommodate the suggestions and recommendations or will provide specific written responses as to why they cannot be accommodated.

6. INCIDENT / COMPLAINT RESOLUTION:

Day to day complaints or problems regarding Public Safety Answering Point (PSAP) operations should be first reported to the Director of the MACECOM. The intent is that the problems should be resolved at the lowest operational level first. If not successful at this point, it may be referred to the Governing Board for review and action by the Incident Review Committee. It is understood that the Governing Board and Director may initiate complaints through the same process regarding any user agency.

A. INCIDENT REVIEW COMMITTEE (IRC)

- 1. FORMAT: If a problem is submitted to the Governing Board for consideration, a hearing committee shall be formed consisting of three members of the Governing Board, chosen at random from those agencies not directly affected by the issue.
- 2. MISSION: That committee is charged with obtaining information from all sides of the controversy and conducting investigations as necessary and will render a recommendation in writing to the full Governing Board. The report and recommendation will then be reviewed and transmitted to the Director in the same manner as any other recommendation. The Director will apply the findings or recommendations unless there are specific articulable reasons why he / she cannot.
- APPEAL: If the situation is not resolved at this point the appeal process is through the Legislative Board. Grievances or disputes not resolved at this level may be submitted for legal mediation.
- 4. PERSONNEL ISSUES: Complaints that deal specifically with potential personnel disciplinary issues that are subject to certain rights and privileges afforded by collective bargaining agreements may not be referred through this system. It is understood that those bargaining agreements and personnel policies of the City of Shelton shall take precedence in all disciplinary situations.

7. STANDING COMMITTEES:

A. Law Enforcement Users Group

This committee, represented by each participating law enforcement agency, is responsible for reviewing and recommending updates as necessary, the various law enforcement procedures and policies. It provides operational assistance and advice relating to the law enforcement user agencies.

This committee shall bear full responsibility for insuring that the law enforcement data communications network and any Criminal History Records Information received by means of such network shall be used solely for the purposes of the administration of the criminal laws or the purposes enumerated in RCW 10.97. The Law Enforcement Users Group shall establish any necessary rules and regulations governing:

- 1. Priorities
- Recommend policies governing the operation of computers, circuits, and telecommunications terminals used to process criminal history record information, not in conflict with Information System authority for the City of Shelton, vendor or service agreements binding MACECOM thereupon or RCW 35A.13.080.
- 3. This committee will review and recommend revisions, when necessary, law enforcement dispatch / radio procedures.
- 4. This committee will review, and recommend revisions when necessary, personnel policies not in conflict with or preempted by personnel policies and collective bargaining agreements of the City of Shelton.

B. Fire and EMS Users Group

This committee, represented by each participating Fire / EMS agency, is responsible for reviewing and recommending as necessary, the various Fire / EMS procedures policies. It provides operational assistance and

advice relating to the Fire / EMS users agencies as well as the Director for matters relating to the receipt and transmission of both emergency and non-emergency public safety communications. The committee will make recommendations for creating standards in the selection, supervision, and termination of communications center personnel not in conflict with or pre-empted by personnel policies and collective bargaining agreements of the City of Shelton. This committee will review and make recommendations to revise when necessary, personnel policies and collective bargaining agreements of the City of Shelton.

The Fire / EMS Users Group shall establish any necessary rules and regulations governing:

- 1. Priorities
- Recommend policy governing the operation of computers, radio circuits, telephone circuits and telecommunications terminals for Fire / EMS operations and not in conflict with Information System authority for the City of Shelton.
- 3. It shall also strive to assist the emergency communications center with the standardization of communication procedures throughout the range of Fire / EMS agencies, insofar as possible.
- 4. Review and make recommendations to revise when necessary, Fire / EMS dispatch / radio procedures.
- 5. This committee will review and make recommendations to revise when necessary, personnel policies not in conflict with or pre-empted by personnel policies and collective bargaining agreements of the City of Shelton.

7. VOTING:

Each Legislative and Governing Board Member shall have one (1) vote in all Legislative and Governing Board recommendations / decisions regardless of size, budget, or call volume of the agency voting.

8. DIRECTOR:

- A. The MACECOM Governing Board shall contract with the City of Shelton for the Director's position. The Director shall be selected on the basis of administrative and technical competence and experience.
- B. The Director will be part of management's bargaining team during union negotiations. The Director will also be responsible for administering any existing labor agreements covering MACECOM personnel under his / her supervision.
- C. The Director shall be responsible for administration, budget, personnel, dispatching, records, communications, and other Communications Center functions in conformance with the policies of the Governing Board.
- D. The Director shall have authority and responsibility to schedule, hire, train and discipline, up to and including termination, all MACECOM personnel within the documented personnel policy guidelines established by the Governing Board.
- E. The Director, with the Governing Board, shall prepare a proposed annual budget in a manner hereinafter described.

9. FACILITIES:

MACECOM shall operate and maintain Mason County's primary Public Safety Answering Point (PSAP) including the emergency telecommunications equipment, network and database necessary to provide Enhanced 9-1-1 service.

10. EQUIPMENT:

MACECOM shall own and maintain all equipment procured for purposes of establishing and maintaining operations. This

includes all office furniture as well as office, radio, data, telephone equipment, etc. MACECOM shall own all furniture equipment acquired for expansion of operations including any remote radio equipment deemed necessary.

MACECOM members shall be individually responsible for the provision of equipment for communicating with MACECOM or between their personnel. Each member shall retain the responsibility and authority for its operational departments and for such equipment and services as required at its place of operations to connect to MACECOM's operations.

Interconnecting equipment shall not be included in MACECOM's budget. Each member shall be responsible for purchasing, maintaining, and repairing their own base, mobile, and portable communications equipment including pagers and computers.

11. RADIO FREQUENCY LICENSES:

MACECOM Members shall be responsible for holding, maintaining and renewing all FCC Radio Frequency Licenses necessary for operations. Each MACECOM Member shall designate MACECOM as the primary Control Point for all licenses. All MACECOM Members shall ensure all FCC Radio Frequency Licenses include authorization so each member agency can use all operational frequencies.

12. FINANCES

A. BUDGET- The Director of MACECOM, with the assistance of the Governing Board, shall each year prepare a proposed preliminary Budget of revenue and expenditures for the operation of MACECOM for the next calendar year on or before the date of the first Governing Board meeting in August. The Legislative Board shall approve the preliminary MACECOM Budget on or before the first Board meeting in November. The Legislative Board shall also submit to such bodies an explanation for the adopted MACECOM Budget. Said

Budget shall be consistent with the budgeting, accounting, and reporting system (State of Washington, Office of State Auditor) and City of Shelton budget procedures. Said Budget may be subject to amendment by the Legislative Board as to detail in accordance with City of Shelton budget procedures and laws.

- B. EQUIPMENT REPLACEMENT AND CAPITAL IMPROVEMENT FUND MACECOM'S Budget will include an account entitled "Equipment Replacement and Capital Improvement Fund". Each year the Legislative Board will insure said Fund has adequate monies to replace or improve equipment, which has failed or become unreliable. All interest income, which is realized as a result of investing monies in said Fund, will remain in the Fund.
- C. ENHANCED 9-1-1 EQUIPMENT
 REPLACEMENT FUND MACECOM'S Budget will
 include an account entitled "Enhanced 9-1-1 Equipment
 Replacement". The Legislative Board must place funds
 into this Fund for the replacement of equipment eligible
 for Enhanced 9-1-1 grant funds per the applicable
 Washington Administrative Code (WAC). All interest
 income, which is realized as a result of investing monies
 in the Fund, will remain in the Fund.
- D. COST DISTRIBUTION- In conjunction with the development of the preliminary Budget, the Governing Board will prepare a methodology, based on a formula, for the distribution of MACECOM's operating costs to the parties of this agreement.

Costs will be distributed proportionally among MACECOM's Members as determined by each Member's actual usage of MACECOM services as evidenced by the number of incidents generated by each member agency. Each year a total count shall be made to determine the number of incidents each participating agency generated between July 1st of the year previous to

the year in which the budget is being formulated and June 30th of the year in which the budget is being formulated.

- E. BILLING AND NON-PAYMENT- Each party to this agreement shall be billed by December 1st for the following year. Quarterly payments are due on the first day of each quarter with the exception of the first quarter of the year which will be due February 1st. Payments not received by February 20th for the first quarter, April 25th for the second quarter, July 25th for the third quarter, and October 25th for the fourth quarter will be considered delinquent, and in that event, the Legislative Board by majority vote shall have the authority to terminate all services to such member and all participation of such member to the functions of MACECOM. The Legislative Board will then redistribute the costs to the remaining members.
- F. OTHER FUNDING- MACECOM may accept gifts, grants, or loans of money, equipment, or services from any lawful source. MACECOM shall also cooperate in all ways with local, state, and federal government agencies and any private funding sources to maximize the use of gifts or grants for equipment and operations.

13. DURATION AND TERMINATION:

Except as otherwise specifically provided herein, any party to this agreement may withdraw from MACECOM upon at least one (1) year's written notice to the Legislative Board. Said termination notice must be received by December 31st of the year prior to termination to be effective on December 31st of the following year.

This agreement shall continue until the parties hereto unanimously agree to dissolve MACECOM. All equipment purchased or acquired by MACECOM and used in common for MACECOM purposes shall be retained by MACECOM upon the withdrawal of any party

to this agreement. Provided, however, if this agreement is terminated and MACECOM dissolved, the Legislative Board shall determine the disposition of any equipment and assets of MACECOM. Said disposition of assets or proceeds of assets shall be on a prorata basis determined by percentage of contribution toward acquisition, upkeep, modification, and other substantial direct costs incurred.

14. TERMINATION OF OTHER AGREEMENTS:

Upon operational functioning of MACECOM, any contracts for communications services between user members and other parties to this agreement shall terminate.

15. ADMISSION OF NEW PARTIES:

Additional public safety entities that are not signatories to this agreement prior to the initial funding period may be added to this Agreement upon such terms and conditions as agreed upon by the parties to this Agreement. The admission of such additional parties shall be by written addendum to this agreement, signed by a majority of the parties at that time and the additional parties.

16. AMENDMENTS:

This agreement may be amended at any time by the majority action of the Governing Board and ratified by a majority of the Legislative Board.

17. SEVERABILITY:

If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Agreement, which can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are declared to be severable.

18. FILING:

damage, including costs and reasonable attorneys' fees, resulting from the party's sole negligence and from actions or omissions that are solely attributable to any employee, official, or agent of the party, including but not limited to loss or damage arising from provision of law enforcement, fire, or emergency medical services. Nothing in this section shall supersede or modify any existing or future agreement between members to this Agreement with respect to claims, loss, or damage resulting from the provision of law enforcement, fire, or emergency medical services.

22. NO WAIVER OF IMMUNITY

Each party to this Agreement expressly reserves all government immunities granted and inherent to that party to the extent applicable under federal, state, tribal and local law. By entering into this Agreement, no party waives such immunity and nothing in this Agreement shall imply such a waiver.

MASON COUNTY FIRE PROTECTION DISTRICT SIXTEEN

WITNESS

APPROVED:

MARK VISAYA, Chief

It Cleurodan, Com

STEVE EDMUNDSON, Commissioner

JAKE FREY, Commissioner

ADRIENNE AMAR, Commissioner

MASON COUNTY FIRE PROTECTION DISTRICT ONE

WITNESS:

APPROVED:

Rich Hoyle, Chief

ART CARILLE, Commissioner

AMES GOODPASTER, Commissioner

MARK MCDOUGALL, Commissioner

MACECOM GOVERNING AGREEMENT - NOVEMBER 17, 2008

MASON COUNTY FIRE PROTECTION DISTRICT #4

WITNESS:

APPROVED:

BOB BURBRIDGE, Chief

BRETT BISHOP, CHAIRMAN

CURTIS BENNETT, Commissioner

GARY PLEWS, Commissioner

ORIGINAL

MASON COUNTY FIRE PROTECTION DISTRICT TWO

WITNESS:

APPROVED:

BEAU BAKKEN, Chief

KELLEY MCINTOSH, Commissioner

SHELBY BLACKWELL, Commissioner

BROOKE QUIGLEY, Commissioner

DAN BURRUS, Commissioner

DENNY HAMILTON, Commissioner

MASON COUNTY FIRE PROTECTION DISTRICT THREE

WITNESS:

APPROVED:

Potti Staller PATTI GRAEBER, Chief

STANLEY CATRON, Commissioner

MM STARK, Commissioner

SCOTT BERRY, Commissioner

ORIGINAL

MASON COUNTY FIRE PROTECTION DISTRICT FIVE

WITNESS:

APPROVED:

RICHARD KNIGHT, Chief

TOMMY O. TAYLOR, Commissioner

CHARLES HUFF II, Commissioner

PAT MCGANNEY, Commissioner

MASON COUNTY FIRE PROTECTION DISTRICT SIX

WITNESS:

APPROVED:

RICH HEINRICH, Chief

BARBARA/BODIN, Commissioner

STEVE GROUT, Commissioner

STEVE LEVETTE, Commissioner

MASON COUNTY FIRE PROTECTION DISTRICT #8

MACECOM GOVERNING AGREEMENT

APPROVED:

APPROVED

TOM WAMPOLD, COMMISSIONER CHAIR

IFAN GALL COMMISSIONER

TOMMY THOMBS, COMMISSIONER

ATTEST:

BETTY MATTHEWS, SECRETARY/TREASURER



MASON COUNTY FIRE PROTECTION DISTRICT NINE

WITNESS

APPROVED:

BILL HUNTER, JR., Onief

TRVIN LEISTER, Commissioner

Absent
DARRELL C. ROBERTS, Commissioner

MARVIN ANDERSON, Commissioner

11-11-08

ORIGINAL

MASON COUNTY FIRE PROTECTION DISTRICT ELEVEN

WITNESS

APPROVED:

TERRY SWAPTOS Chief 2008

RONALD D. RITCHIE, Commissioner

DAN WARD, Commissioner

GARY VOLK Commissioner

MASON COUNTY FIRE PROTECTION DISTRICT TWELVE

WITNESS

APPROVED:

JOE SPALDING, Chief

DANTE ELLIOTT, Commissioner

SHON ECK, Commissioner

SANDRA ANDERSON, Commissioner

MASON COUNTY FIRE PROTECTION DISTRICT THIRTEEN

WITNESS

APPROVED:

Stan LOERTSCHER, Chief

RANDALL NORRIS, Commissioner

BRIAN CORE, Commissioner

AMES PEDLAR, Commissioner

ORIGINAL

SKOKOMISH INDIAN NATION

APPROVED:

APPROVED:

CHRIS NEWTON, Acting Chief

SEPH PAVEL, Chairman

MASON COUNTY FIRE PROTECTION DISTRICT SEVENTEEN

WITNESS

APPROVED:

DAVID MOORE Chief

RICHARD HONEX SETT, Commissioner

RUCE NEWMAN, Commissioner

JOHN BOLDRICK, Commissioner

ORIGINAL

MASON COUNTY FIRE PROTECTION DISTRICT EIGHTEEN

WITNESS

APPROVED:

MICHAEL MOTT, Chief

FRANKLIN PHILLIPS, Commissioner

LEONARD K. WEAVER, Commissioner

WILSON J. MITCHELL, Commissioner

SQUAXIN ISLAND TRIBAL ENFORCEMENT

WITNESS

APPROVED:

MIKE EVANS, Chief

RAY PETERS, Executive Director

MASON COUNTY

BOARD OF COUNTY COMMISSIONERS MASON COUNTY, WASHINGTON

ATTEST:

Rebecca S. Rogers, Clerk of the Board

Tim Sheldon, Chair

APPROVED AS TO FORM

Monty Colo, Chief Civil Coputy Prosecuting Attorney

Ross Gallagher, Commissioner

Casey Salisbury, Sheriff

CITY OF SHELTON

WITNESS:

APPROVED:

TERRY E. DAVENPORT, Chief of Police

JOHN TARRANT, Mayor

MIKE BYRNE, Commissioner

DAWN PANNELL, Commissioner

ATTEST:

Vicki Look, City Clerk