

RESOLUTION NO. 2219

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE PARTICIPATION OF THE CITY OF KIRKLAND IN A REGIONAL COMMUNICATION AND DISPATCH SYSTEM FOR EMERGENCY SERVICES, AND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND AN INTER-GOVERNMENTAL COOPERATIVE AGREEMENT PROVIDING FOR THE CITY OF KIRKLAND TO JOIN SUCH COMMUNICATION FACILITY AT SUCH TIME AS THE SYSTEM HAS BEEN CONSTRUCTED, EQUIPPED AND BECOME FULLY FUNCTIONAL, INCLUDING IMPLEMENTATION OF THE 911 CONCEPT.

WHEREAS, the City of Bellevue has applied for an LEAA grant for the creation, equipping and implementation of a regional communication and dispatch system for emergency services to include implementation of the 911 concept, and

WHEREAS, the cities of Bellevue, Kirkland, Redmond, Clyde Hill, Hunts Point, Yarrow Point and Medina desire to improve the quality of emergency services provided by each party, and

WHEREAS, each of said parties desires that such improvement be accomplished in the most economical manner without needless duplication or other waste of resources, and

WHEREAS, an inter-governmental cooperative agreement between said cities to provide for central receiving of emergency calls and dispatching making use of the regional system to be developed by the city of Bellevue would serve the above mentioned desires of the parties and would further the public health, safety and welfare, and

WHEREAS, it appears that the best interests of the city of Kirkland and its citizens would be for the city of Kirkland to commit itself at the present time to join and participate in such regional communication system at such time as the system is fully developed and ready to function, including the 911 concept,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is authorized to sign on behalf of the City of Kirkland an inter-governmental cooperative agreement providing for a regional communication and dispatch system for emergency services to include the cities of Bellevue, Medina, Clyde Hill, Redmond and Kirkland at such time as an agreement substantially in the form of the cooperative emergency communications agreement attached to the original of this resolution



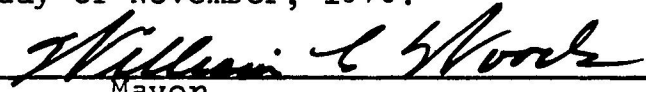
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is presented to the city bearing the approval signature of the Attorney General as to the requirements relating to LEAA participation, provided, however, that such contract shall specifically state that as to the city of Kirkland it will not become effective until such time as Phase III of the Bellevue LEAA grant proposal (as Phase III is described in LEAA grant file #901), including implementation of the 911 concept is fully completed with all equipment installed and is operational.

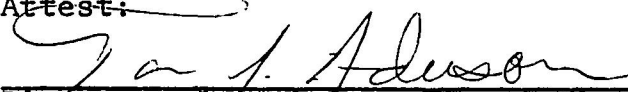
Section 2. It is the intention of this resolution to, by present contractual agreement, commit the city of Kirkland to join the Bellevue regional communication and dispatch system for emergency services at the time that the system becomes fully operational (i.e., at the completion of Phase III as that Phase is identified above), which at the present time is estimated to occur sometime during the year 1976.

ADOPTED by majority vote of the Kirkland City Council in regular meeting on the 5th day of November, 1973.



Mayor

Attest:



Director of Administration & Finance
(ex officio City Clerk)

Resolution No. 2219



COOPERATIVE EMERGENCY COMMUNICATIONS AGREEMENT

THIS AGREEMENT executed in triplicate this 23 day of January, 1974, by and between the CITY OF BELLEVUE, hereinafter referred to as "Bellevue", the CITY OF KIRKLAND, hereinafter referred to as "Kirkland", the CITY OF REDMOND, hereinafter referred to as "Redmond", the TOWN OF CLYDE HILL, hereinafter referred to as "Clyde Hill", the TOWN OF HUNTS POINT, hereinafter referred to as "Hunts Point", the TOWN OF YARROW POINT, hereinafter referred to as "Yarrow Point", and the CITY OF MEDINA, hereinafter referred to as "Medina",

W I T N E S S E T H :

WHEREAS, as above mentioned municipalities desire to improve the quality of emergency services each provides; and

WHEREAS, each municipality desires that any such improvement be accomplished in the most economical manner, without needless duplication or other waste of resources; and

WHEREAS, all said municipalities are empowered to enter into interlocal cooperative agreements; and

WHEREAS, such an interlocal cooperative agreement, to provide for the central receiving of emergency calls from citizens of Redmond, Kirkland, Clyde Hill, Hunts Point, Yarrow Point, Medina, Bellevue and those areas they serve, either directly through a seven-digit number, through a 9-1-1 system terminating at a central communications center, or as transferred from a 9-1-1 system established elsewhere, and for dispatching the appropriate unit, would serve the above mentioned desires of the parties and would further the public health, safety and welfare;

NOW, THEREFORE, in consideration of the contributions and services hereinafter mentioned, and of the mutual promises,

covenants and agreements herein contained to be kept, performed, and fulfilled by the respective parties, it is hereby mutually agreed as follows:

SECTION 1. That Bellevue will provide personnel and services for the central receiving of emergency calls from Redmond, Kirkland, Clyde Hill, Hunts Point, Yarrow Point, Medina, Bellevue and those areas they serve for dispatching the appropriate unit(s) according to procedures derived from policies established by the joint board created under Section 10 of this agreement.

SECTION 2. Redmond, Kirkland, Clyde Hill, Yarrow Point, Hunts Point, and Medina will each enter the system as scheduled in the cooperative communications grant proposal number 901 set forth as Attachment "A" and adopted by this reference as though set forth in full.

SECTION 3. Each of the other parties will pay Bellevue the reasonable value of any services rendered during the remainder of the year 1973. For each year thereafter, the amount Redmond, Kirkland, Clyde Hill, Hunts Point, Yarrow Point and Medina will each pay the City of Bellevue will be based upon the relative magnitude of the assessed valuation and populations of Bellevue, Kirkland, Redmond, Clyde Hill, Hunts Point, Yarrow Point and Medina, according to a formula to be negotiated.

SECTION 4. That appended as Attachments "B" through "___" are documents listing all communications equipment provided by each of the parties to this agreement. The Bellevue Electronic Equipment Rental Department, upon reasonable request, will make at least one (1) yearly frequency and deviation check on those units in Kirkland,

upon prior written notice given more than six months prior to the end of that year. All parties hereby agree that any party who fails to comply with the requirements of this section shall pay to Bellevue, as a reasonable sum in liquidated damages, one-half the annual agreed amount said party is obligated to pay to Bellevue under Section 3, computed for the year in which said failure occurs. Provided, that should Bellevue fail to comply with the requirements of this section then this section shall not be binding on the other parties.

SECTION 9. That upon termination of this agreement, all the above mentioned property in Section 4, together with all property acquired pursuant to Section 11 hereof, shall be disposed of in the following manner:

- (1) All property contributed by each party shall revert to the contributor;
- (2) All other property shall be disposed of in accordance with the terms of their acquisition by each of the parties, and the relative magnitude of each party's contribution toward their acquisition.

SECTION 10. That there is hereby created a joint board responsible for establishing policy under which the communications system will be administered and fiscal control maintained, and to be composed of representatives of each of the parties: to-wit,

- CITY MANAGER OR HIS DESIGNEE , representing the City of Bellevue,
- MAYOR OR HIS DESIGNEE , representing the City of Redmond,
- CITY MANAGER OR HIS DESIGNEE , representing the City of Kirkland,
- MAYOR OR HIS DESIGNEE , representing the Town of Clyde Hill,

Redmond, Clyde Hill, Hunts Point, Yarrow Point and Medina, the cost of which shall be included as a component of the annual amount to be paid to Bellevue and computed according to Section 3.

All other communications equipment service shall be charged and billed to the requesting municipality on a time and material basis after such services are rendered. The hourly labor rate and parts cost shall be commensurate with the rates and prices charged all Bellevue City Departments. Compensation to Bellevue for equipment service shall be paid at the time of the semi-annual payments specified in Section 5.

SECTION 5. Bellevue will bill Redmond, Kirkland, Clyde Hill, Hunts Point, Yarrow Point and Medina semi-annually for one-half the respective annual amount due from Redmond, Kirkland, Clyde Hill, Hunts Point, Yarrow Point and Medina, and payment of said amount will be due on April 1 and October 1 of each year of the term of this agreement.

SECTION 6. The negotiations mentioned above in Section 3 hereof will be entered into and completed before October 1 of each year of the term of this agreement.

SECTION 7. That all communications equipment provided by the parties hereto for use in the communications center will be serviced and maintained by Bellevue.

SECTION 8. That this agreement shall be for a term of one (1) year, renewable automatically unless terminated upon the mutual agreement of all of the parties more than six months prior to the end of the terminal year. Any party may withdraw from this agreement at the end of any year, but only

MAYOR OR HIS DESIGNEE , representing the
Town of Hunts Point,

MAYOR OR HIS DESIGNEE , representing the
Town of Yarrow Point,

CITY MANAGER OR HIS DESIGNEE , representing the
City of Medina.

SECTION 11. That additional purchase of property to be used in this joint cooperative undertaking shall be made only upon the agreement of all parties hereto, and only upon such terms as are agreed upon by all parties.

SECTION 12. That the following cooperative dispatch agreements are superseded by this cooperative emergency communications agreement, on the effective date hereof: (Interlocal Cooperative Dispatch Agreement.)

In witness whereof, we have hereunto set our hands and seals.

[Signature]
City Manager, City of Bellevue Dated December 7, 1973

[Signature]
Mayor, City of Redmond Dated January 7, 1973

[Signature]
City Manager, City of Kirkland Dated 12-13-73

[Signature]
Mayor, Town of Clyde Hill Dated 12-7-73

[Signature]
Mayor, Town of Hunts Point Dated 1-14-74

[Signature]
Mayor, Town of Yarrow Point Dated 12-21-73

[Signature]
City Manager, City of Medina Dated Dec. 10, 1973

