

RESOLUTION NO. R - 2733

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND THAT CERTAIN EASTSIDE FIRE SERVICE MAINTENANCE SYSTEM INTERLOCAL AGREEMENT BETWEEN THE CITIES OF REDMOND, KIRKLAND, BOTHELL AND KING COUNTY FIRE DISTRICTS 16 AND 36 AND EVERGREEN HOSPITAL DISTRICT.

WHEREAS, the Cities of Redmond, Kirkland and Bothell, together with King County Fire Districts 16 and 36 and the Evergreen Hospital District desire to improve the quality of the emergency services within their respective areas through establishment of a routine and regular maintenance and repair service for all motorized equipment being operated by the fire departments of said local governments, and to do so through the establishment of a cooperative maintenance system; and

WHEREAS, each of said local governmental entities are authorized to enter into interlocal governmental agreements; and


WHEREAS, the City Council of the City of Kirkland believes that it is in the best interest of the City of Kirkland and its residents to enter into an Eastside Fire Service Maintenance System Interlocal Agreement; now, therefore, be it

RESOLVED by the City Council of the City of Kirkland as follows:


Section 1. The City Manager for the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland that certain Eastside Fire Service Maintenance System Interlocal Agreement between the Cities of Redmond, Kirkland, and Bothell and King County Fire Districts 16 and 36 and Evergreen Hospital District, copy of which is attached to the original of this Resolution, and by this reference incorporated herein.

PASSED BY MAJORITY VOTE of the Kirkland City Council in regular meeting on the 21st day of July, 1980.

SIGNED IN AUTHENTICATION THEREOF on the 21st day of July, 1980.


MAYOR

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)

INTERLOCAL AGREEMENT
EASTSIDE FIRE SERVICE MAINTENANCE SYSTEM

THIS AGREEMENT is entered into this _____ day of _____, 19____, by and between the following public agencies; the Cities of Redmond, Kirkland, Bothell, King County Fire Districts 16, 36, and Evergreen Hospital District. The City of Redmond will be referred to herein as the Lead Agency and the other members of the agreement will be referred to herein as Members. The City of Redmond is also a Member.

1. Purpose. The purpose of this agreement is to provide a basis and means for improving the quality of emergency services on the Eastside through the routine and regular maintenance and repair of all motorized equipment being operated by the fire departments of the Members by the establishment of a cooperative maintenance system.

2. Establishment. There is hereby established a maintenance system among the Members signing this agreement to be known as the Eastside Fire and Emergency Maintenance System (EFEMS).

3. Lead Agency. - Composition and Authority.

(a) That there is hereby created a Lead Agency responsible for establishing policy and procedure by which the EFEMS will be administered and shall be the administering authority for the overall operations. The City of Redmond is hereby designated the lead agency.

(b) The Lead Agency shall approve an operational Budget no later than September 15, of each year.

- (1) Shall determine the cost method to be used for the succeeding year.
- (2) Shall determine the cost per Member and Lead Agency.
- (3) Shall determine the amount placed in a reserve account for the succeeding year.

(c) The Lead Agency shall approve hiring, firing, and disciplinary procedures of the EFEMS employees according to the policy established.

(d) The Lead Agency shall approve all purchases of major equipment to be used by the EFEMS.

4. Lead Agency - Duties and Responsibility.

(a) The Lead Agency shall provide a maintenance service for the EFEMS for each Member according to procedures derived from policies established and shall bill each Member for repair costs as incurred.

(b) The Lead Agency shall prepare an annual budget no later than August 15 of each calendar year in which the agreement remains in effect.

(c) The Lead Agency shall conduct interviews for hiring, firing, and disciplinary procedures of EFEMS employees according to the policies established by the Lead Agency Civil Service Commission.

(d) The Lead Agency will be responsible for the payment of salaries, wages, and benefits to all EFEMS employees as part of this agreement and based on the Lead Agency personnel manual. Employees performing maintenance services under this agreement shall be deemed to be employees of the Lead Agency. Such employees shall under no circumstances be deemed to be loaned to or borrowed by any member agency.

(c) The Lead Agency agrees to establish a reserve account for the purpose of replacing equipment and operational costs of the EFEMS. Any funds remaining in the budget account for the EFEMS at the end of each calendar year shall be transferred to said reserve account.

(f) The Lead Agency agrees to bill semi-annually on July 1 and December 1 of each year for one-half of the annual sum.

(g) The normal work period is 8:00 A.M. to 5:00 P.M. Monday through Friday, except for holidays established by the Lead Agency's personnel manual.

5. Responsibilities of Members.

(a) Each Member agrees to remit when billed by the Lead Agency the amount established within 30 days of receipt of statement.

(b) Each Member agrees to pay the Lead Agency the amount of \$20.00 for the first year of the agreement towards cost to cover overhead costs incurred, payroll and billing. This amount shall be reviewed annually to cover actual costs incurred.

(c) Each Member agrees to pay authorized overtime cost incurred in performing maintenance and repair work upon equipment of that Member as provided in the Lead Agency's personnel manual.

(d) This agreement will provide the cost of motor oil, gear oil, automotive transmission fluid, brake fluid, grease, anti-freeze, and miscellaneous small parts such as springs, nuts, bolts, and etc. The cost for repair parts will be billed to each Member as incurred and in accordance with procedures established.

6. Term of Agreement.

(a) This agreement shall be for a term of one year, renewable automatically unless terminated upon the mutual agreement of all of the Members at least six months prior to the end of the terminal year. The Lead Agency or any Member may withdraw from this agreement at the end of that year, however, they lose the right to any reserve funds and equipment purchased through this agreement.

(b) Upon termination of this agreement all property listed in Attachment A and all property acquired during the life of the agreement shall be disposed of in the following manner:

(1) All property contributed by each party shall revert to the contributor.

(2) All property purchased after the effective date of the contract shall be distributed based on the percentage amount paid by each party during the period of this agreement.

(3) All reserve funds shall be distributed based on the percentage paid by each party during the life of this agreement.

IN WITNESS WHEREOF, we have on this day signed this Agreement:

CITY OF REDMOND

MAYOR

KING COUNTY FIRE DISTRICT #36

COMMISSIONER

KING COUNTY FIRE DISTRICT #16

COMMISSIONER

EVERGREEN HOSPITAL DISTRICT

CHAIRMAN OF THE BOARD

CITY OF KIRKLAND

Allen B. Fackler

CITY MANAGER

CITY OF BOTHELL

CITY MANAGER