

RESOLUTION NO. R 2985

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 SERVICES MAINTENANCE AGREEMENT, WHEREIN THE CITY OF REDMOND UNDERTAKES TO PROVIDE THE NECESSARY MAINTENANCE AND REPAIR OF EMERGENCY VEHICLES OWNED AND OPERATED BY THE CITY OF KIRKLAND.

Whereas, the City of Kirkland owns and/or operates certain fire and other emergency service vehicles, which require routine and regular maintenance and repair; and

Whereas, the City of Redmond currently has the facilities and personnel to perform the necessary routine and regular maintenance and repair for such vehicles and is willing to provide such service to the City of Kirkland; 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 Agreement with the City of Redmond, now, therefore,

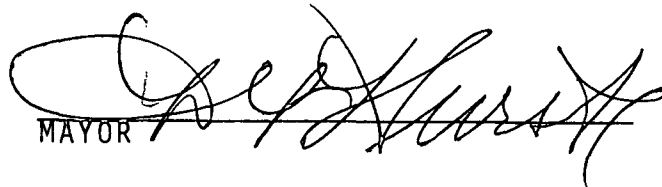
Be it resolved by the City Council of the City of Kirkland as follows:

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 Agreement for the year 1983, copy of which is attached to the original of this resolution and by this reference incorporated herein. The City Manager is further authorized to sign hereafter, annual extensions of said agreement, provided that the terms and conditions of the extension agreement are substantially similar to those of the attached contract.

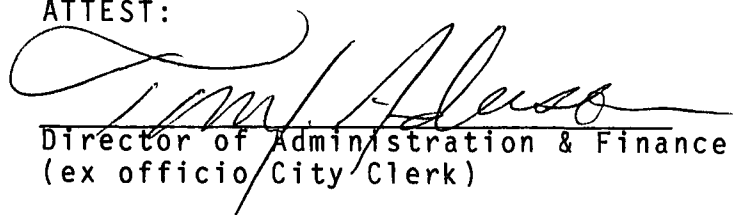
Passed by majority vote of the Kirkland City Council in regular meeting on the 20 day of December, 1982.



Signed in authentication thereof this 20th day of December,  
1982.

  
MAYOR

ATTEST:

  
Director of Administration & Finance  
(ex officio City Clerk)

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EASTSIDE FIRE SERVICE MAINTENANCE AGREEMENT

Agreement made this date between the City of Redmond, hereafter referred to as "Redmond", and Kirkland Fire Department, hereafter referred to as the "contracting municipality".

1. Purpose. The purpose of this agreement is to provide the necessary maintenance and repair of emergency vehicles owned and operated by the contracting agency and thus improve the quality of emergency services on the Eastside. Redmond currently has the facilities and personnel to perform these necessary services.

2. Equipment Covered. The equipment covered under the terms of this agreement is set forth on Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full. Provided, however, that additions and deletions to this exhibit may be made by mutual agreement, in which case the charges for the services performed by Redmond shall be adjusted as provided herein.

3. Redmond Maintenance Responsibilities. The City of Redmond shall be responsible for routine maintenance and repair of the vehicles covered under the terms of this agreement. "Routine Maintenance and Repair" means the items of work identified on Exhibit B, attached hereto and incorporated herein by this reference as if set forth in full, at the frequency specified. Modifications to equipment and other repairs, service or preventative maintenance shall be performed only as time allows.

4. Charges. The intent of this agreement is to provide routine maintenance and repair and to assess charges therefor in proportion to the type and quantity of covered equipment owned by each agency. For 1983, charges shall be assessed pursuant to the 1983 cost distribution, a copy of which is attached hereto as Exhibit C and incorporated herein by this reference as if set forth in full. A statement of charges for each successive year shall be prepared and forwarded to each municipality no later than August 31 of each calendar year in which this agreement remains in effect. The agency's charges for each successive year

shall be based upon the number and type of covered equipment owned by the agency through the point allocation system exemplified in the 1982 formulation attached hereto as Exhibit D and incorporated herein by this reference as if set forth in full. All equipment owned by contracting agencies which is proposed to be covered by the agreement for the succeeding year shall be assigned an appropriate number of points, and the total number of points for all covered equipment shall be divided into the budget for the succeeding year as calculated by Redmond and each contracting agency's proportionate charge for the succeeding year shall be determined by multiplying the resulting dollar value times the number of points for the contracting agency.

Yearly charges shall be paid in monthly installments by each agency. Redmond shall bill the contracting agency monthly, in advance. Payments shall be made by the contracting agency within 60 days of issuance of each billing statement.

5. Extra Costs. Labor costs for work other than routine maintenance and repair performed at any time other than during Redmond's normal work period as delineated below, shall be billed to the contracting agency at the rate the employee is paid for such work, including the overtime rate if such rate is paid. The cost incurred by Redmond for parts and materials other than those necessary to provide routine maintenance and repair as set forth in Exhibit B shall be billed to the contracting agency.

6. Hours of Work. Routine maintenance and repair work will be scheduled during Redmond's normal work period from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays observed by Redmond.

7. Modifications to Exhibit A. If the contracting agency desires to add equipment to the list of covered equipment, it may do so upon 30 days prior written notice to the City of Redmond. Redmond shall calculate any adjustments to the monthly charge based upon the vehicle point allocation as set forth in

the formulation attached as current Exhibit D, and shall forward notice of the same to the contracting agency. Deletions of covered equipment must be requested in writing prior to June 30 of any year and shall not become effective until January 1 of the succeeding year.

8. Selection of Personnel and Equipment. Redmond shall have sole responsibility for purchase of equipment and selection and assignment of personnel involved in the maintenance and repair of the contracting agency's vehicles as set forth in this agreement.

9. Insurance. The contracting agency hereby agrees to obtain and continuously maintain in force throughout the duration of this agreement at its expense, insurance coverage as set forth hereinafter. Said insurance shall include liability coverage, both personal injury and property damage, insuring against any liability arising out of use of or operation of equipment serviced pursuant to this agreement. Such personal injury liability coverage shall be in a minimum amount of Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per occurrence. Such property damage insurance shall be in a minimum amount of Three Hundred Thousand Dollars (\$300,000) per person and Five Hundred Thousand Dollars (\$500,000) per occurrence.

Additionally, the contracting agency shall obtain and maintain in force throughout the duration of this agreement, comprehensive and collision coverage for all equipment owned or leased by the contracting agency which is serviced pursuant to this agreement. Such insurance shall be in a minimum coverage amount equal to the replacement value of all equipment serviced pursuant to this agreement.

The contracting agency shall also obtain and maintain in force throughout the duration of this agreement, insurance covering personal injury to any operator of, or passenger in, equipment serviced pursuant to this agreement, including uninsured and underinsured motorist coverage. Such insurance shall cover any operator or passenger, including City of Redmond employees, provided that no City

of Redmond employee shall be deemed to be an employee of the contracting agency solely due to the terms of this agreement or work performed pursuant thereto. Said insurance shall provide coverage in the minimum amount of Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per occurrence.

All insurance required by this agreement is subject to approval by the Redmond City Attorney as to company, form and coverage. Such insurance must include the City of Redmond as a named insured party to the extent required by this agreement and must include a provision prohibiting cancellation or reduction in coverage without thirty (30) days prior notice in writing to the City of Redmond.

10. Release and Waiver of Subrogation. The contracting agency agrees to indemnify, defend and hold harmless the City of Redmond from any and all claims for injury and/or property damage suffered by any third party arising from the performance of this agreement, except when such injury or damage was caused, in whole or in part, by the negligent acts or omissions of the City of Redmond, its officers, agents or employees. The City of Redmond agrees to indemnify, defend and hold harmless the contracting agency from any and all claims for injury and/or property damage suffered by any third party arising from the performance of this agreement and which arise out of a negligent act or omission by the City of Redmond, its officers, agents or employees. In the event either party is, pursuant to the provisions hereof, required to indemnify, defend or hold harmless the other party, such indemnification shall include all costs including reasonable attorney's fees.

11. Term of Agreement. This agreement shall be effective between the City of Redmond and each member upon signing by each member and shall remain in full force and effect until terminated by either party or parties upon prior written notice given on or before July 1 of any year not to become effective until January 1 of the succeeding year.



DATED this 21st day of December, 1982.

CITY OF REDMOND

By: Christine F. Homes

Title: \_\_\_\_\_

KIRKLAND FIRE DEPARTMENT

By: Allen B. Fisher

Title: City Manager

## EXHIBIT A

KIRKLAND

## Equipment Covered:

<u>Year</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Type</u>	<u>Apparatus No.</u>	
				<u>Kirkland #</u>	<u>Redmond #</u>
1980	K90AVFF2280	Ford Pierce	Pumper	107	8206
1981	1FDXRZ4N3CVAO9247	Ford West. States	Pumper	41-3	8207
1973	8VA238347	Maxim	Pumper	41-2	8205
1971	8VA139343	Maxim	Pumper	105	8204
1968	F1534	Crown	Pumper	121	8203
1980	TGX34A4517827	GMC	Aid Car	41-7	7203
1977	E34AHY24272	Ford	Aid Car	113	7202
1973	TCZ333Z511698	GMC	Aid Car	108	7201
1982	1FDWR74N8CVA17338	Ford	Rescue	41-8	6204
1975	C61EVX25240	Ford	Rescue	41-6	6203
1952		Trailer	Generator	109	3201
1982	1B7JD24POCS257695	Dodge	Pickup	41-9	2202
1981	IFABP23D5BK184105	Ford	Station Wagon	102	1207
1981	IFABP23D3BK184104	Ford	Station Wagon	41-5	1206
1980	NL41GAF185146	Dodge Aspen	Sedan	115	1204
1980	NL41GAF185147	Dodge Aspen	Sedan	114	1203
1978	8W82L251960	Ford Granada	Sedan	101	1202

EXHIBIT B

ROUTINE MAINTENANCE AND REPAIR

- I. Check all fluid levels; ie, engine oil, water, brake fluid (if applicable), power steering, transmission, transfer case, rear ends.

Check all hoses and fittings; hoses for chafing or worn spots, cracking, hardness.

Check belts - wear cracking.

Windows for movement, leaks, cracks, etc.

Adjust all brakes.

Adjust clutch, if necessary.

Check tires for pressure and wear.

Check steering box mounts.

Check all lights.

Check gauges for operation.

Check condition of seats and upholstery.

Check siren for operation.

Check pump for excessive water leaks

Check operation of all discharge valves for freedom of operation and sealings.

Check compartment doors for operation.

Complete lube of chassis and hardware.

- II. All engines and aid cars will be inspected three (3) times per year or every four (4) months.
- III. All cars and utility vehicles will be inspected three (3) times per year or 2,000 miles whichever comes first.
- IV. Engines' oil change intervals will be changed every 1,000 miles or two (2) times per year depending on status of apparatus.
- V. Reserve apparatus oil change is one (1) time per year.
- VI. Aid cars - cars - utility vehicles - rescues will have oil changes every 2,000 miles or as close as possible.
- VII. At least one (1) time per year, all brakes on engines will be inspected. All other vehicles will have brakes inspected every third inspection.
- VIII. Medic 23 shall receive inspections listed in Section I on a monthly basis.
- IX. All gas engines will be tuned one (1) time per year with parts as necessary.

1983

COST DISTRIBUTION

	REDMOND		KIRKLAND		DIST. #36		MERCER IS.		EVERGREEN		TOTALS
PUMPERS	4	9,727.00	4	9,727.00	4	9,727.00	4	9,727.00			38,908.00
RESERVE	1	729.53	1	729.53	1	729.53	1	729.53			2,918.10
LADDERS	1	729.53									729.53
AID CARS	4	4,377.16	3	3,282.87	4	4,377.16	(2.8)	3,064.01	1	1,094.29	16,195.49
UTILITIES	3	1,094.28	4	1,459.04	1	364.76	(2.5)	911.90			3,829.98
SEDANS	7	5,106.71	5	3,647.65	2	1,459.06	(4.2)	3,064.03			13,277.45
MEDICS									1	3,647.63	3,647.63
TOTALS		21,764.21		18,846.09		16,657.51		17,496.47		4,741.92	79,506.18

EXHIBIT C

EXHIBIT D

FORMULATION, 1983

	REDMOND	KIRKLAND	D#36	MERCER IS.	EVERGREEN	TOTAL
PUMPER	4	4	4	4		16.0
RESERVE	1	1	1	1		4.0
LADDER	1					1.0
AID CARS	4	3	4	(2.8)	1	14.8
UTILITIES	3	4	1	(2.5)		10.5
SEDANS	7	5	2	(4.2)		18.2
MEDICS					1	1.0
	20	17	12	14.5	2	65.5

16.0 PUMPERS x 25.0 POINTS = 400.0  
 4.0 RESERVE x 7.5 POINTS = 30.0  
 1.0 LADDER x 7.5 POINTS = 7.5  
 14.8 AID CARS x 11.25 POINTS = 166.5  
 10.5 UTILITIES x 3.75 POINTS = 39.375  
 18.2 SEDANS x 7.5 POINTS = 136.5  
1.0 MEDIC x 37.5 POINTS = 37.5  
 64.5 100.0 817.375 POINTS

\$79,504.00 Budget ÷ 817.375 = 97.27

EA. PUMPER = 25.0 x 97.27 = 2,431.75 x 16.0 = \$38,908.00  
 EA. RESERVE = 7.5 x 97.27 = 729.53 x 4.0 = 2,918.10  
 EA. LADDER = 7.5 x 97.27 = 729.53 x 1.0 = 729.53  
 EA. AID CAR = 11.25 x 97.27 = 1,094.29 x 14.8 = 16,195.49  
 EA. UTILITY = 3.75 x 97.27 = 364.76 x 10.5 = 3,829.98  
 EA. SEDAN = 7.5 x 97.27 = 729.53 x 18.2 = 13,277.45  
 EA. MEDIC = 37.5 x 97.27 = 3,647.63 x 1.0 = 3,647.63

\$79,506.18