

RESOLUTION NO. R 3155

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 JOINT PURCHASING AND MAINTENANCE AGREEMENT - FIRE AND EMERGENCY SERVICES RADIO TRANSMITTERS BETWEEN THE CITY OF KIRKLAND, CITY OF REDMOND, CITY OF BOTHELL, KING COUNTY FIRE DISTRICT 36, KING COUNTY FIRE DISTRICT 16, AND EVERGREEN MEDIC 1.

Whereas, the City of Kirkland, the City of Redmond, the City of Bothell, King County Fire District 36, King County Fire District 16 and Evergreen Medic 1, are each authorized to enter into joint acquisition operation and maintenance of equipment agreements with other public bodies; and

Whereas, the appropriate and authorized officials for each of said local governmental entities have determined that it is in their respective best interests to replace the existing radio transmission equipment utilized by said entities with two new radio transmitters and to provide for the maintenance and operation of said transmitters, 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 agreement between the City of Kirkland, the City of Redmond, the City of Bothell, King County Fire District 36, King County Fire District 16 and Evergreen Medic 1, providing for joint purchasing and maintenance of fire and emergency service radio transmitters. A copy of said agreement 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 18th day of March, 1985.

SIGNED in authentication thereof on the 18th day of March, 1985.

  
MAYOR

ATTEST:

  
Director of Administration & Finance  
(ex officio City Clerk)

JOINT PURCHASING AND MAINTENANCE AGREEMENT  
FIRE AND EMERGENCY SERVICES RADIO TRANSMITTERS

THIS AGREEMENT made and entered into the day and year below written by and between the CITY OF KIRKLAND, Washington, hereinafter referred to as "Kirkland," the CITY OF REDMOND, Washington, hereinafter referred to as "Redmond," the CITY OF BOTHELL, Washington, hereinafter referred to as "Bothell," KING COUNTY FIRE DISTRICT 36, hereinafter referred to as "District 36," KING COUNTY FIRE DISTRICT 16, hereinafter referred to as "District 16," and the interlocal joint operating entity known as "EVERGREEN MEDIC 1," hereinafter referred to as "Evergreen Medic 1,"

W I T N E S S E T H:

Whereas, each of the parties hereto are authorized to purchase, operate and maintain radio communication equipment to be used in their respective fire and emergency services operations; and

Whereas, each of said parties is further authorized to enter into joint acquisition, operation and maintenance of equipment agreements with other public bodies; and

Whereas, the appropriate and authorized officials for each of said parties have determined that it is in their respective best interest to replace the existing radio transmission equipment utilized by said parties with two new radio transmitters to be located as determined by the joint board; and

Whereas, it is estimated that the cost of acquisition, together with maintenance for the current year for said radio transmitters will be \$20,600; and

Whereas, each of said parties has agreed to contribute thereto in accordance with a formula hereinafter set forth, now, therefore, in consideration of the mutual promises herein set forth

IT IS AGREED by and between each of said parties as follows:

1. Contribution Formula. Each party shall contribute its share of the purchase and first year's maintenance costs in accordance with the following formula:

A. As to all parties other than "Evergreen Medic 1": 50 percent of the contribution shall be based upon the ratio of assessed valuation for the party to the total assessed valuation of all parties, and 50 percent of the contribution shall be based upon the ratio of the party's number of fire and emergency calls to the total fire and emergency calls for all parties.

B. The purchase contribution formula for Evergreen Medic 1 shall be the sum of 10 percent of the contribution for each of the other parties lying within the Evergreen Medic 1 service area, which area does not include District 16.

The annual maintenance and reserve fund contribution formula for Evergreen Medic 1, shall be the sum of 25 percent of the annual maintenance and reserve fund contribution for each of the other parties lying within the Evergreen Medic 1 service area, which area does not include District 16.

C. The application of the foregoing contribution formula is illustrated in Exhibit A, attached to this agreement and by this reference incorporated herein.

2. Lead Agency. The parties agree that Kirkland shall be designated as the lead agency for the collection and distribution of the contribution funds. Kirkland as lead agency shall bill each party on a monthly or other installment basis as may be agreed upon by all parties, for said party's proportionate share of its annual contribution. Each party agrees to remit the amount of such installment in full within 30 days of the receipt of the billing from the lead agency. The lead agency shall maintain accurate records with regard to billing payment and distribution of said funds and shall make such records available to each party to this agreement upon request.

3. Purchase of Equipment. Unless other agreement is made by all parties in writing, the joint board shall purchase said equipment and provide for its installation at the predetermined site and said purchase shall be accomplished in a manner which conforms to the applicable purchase of equipment requirements of state law.

4. Authority to Establish Joint Board. A joint board shall be established by the lead agency and composed of one representative or designee from each party hereto.

Board members selected should be the fire chief, or chief administrative officer of each party, or his designee. The joint board, if established, shall have responsibility for formulating policy and procedures for the operation and maintenance of the radio transmitting equipment, including establishing an annual budget which may include the establishment and maintenance of an equipment reserve fund to be maintained and administered by the lead agency.

5. Indemnity. Each party hereto (hereinafter the "indemnifying member") agrees to indemnify and hold harmless all other parties hereto, including the lead agency, together with their respective representatives and employees from and against any and all liability arising from the injury or death to persons or damaged property occasioned by any negligent act or omission of the indemnifying member or any of its agents, officers or employees committed or omitted in connection with this agreement, or the use, utilization or operation of the equipment subject matter of this agreement at the request of the indemnifying member (irrespective of whether it is claimed or alleged that the negligence of such other members, including the lead agency in its capacity as lead agency or otherwise, or their respective representatives or employees contributed to such act or omission), including any and all reasonable expenses legal or otherwise incurred by such other members or the lead agency in the defense of any claim or suit relating to such injury or damage, provided, however, that the same does not arise out of acts or omissions of such other members which are contrary to the standard operating procedures adopted by such other members. A member claiming indemnification under this paragraph shall as a condition precedent to the right of indemnification give notice and tender defense of the claim to the indemnifying member. The members who are not self-insured further agree to name the lead agency and other members as additional insured on their applicable liability insurance policies for the purposes of this indemnity agreement.

6. Term of Agreement. This agreement shall be effective from the date of the agreement as below set forth until terminated as provided herein. The agreement may be terminated at any time upon the mutual agreement of all of the members. The lead agency or any other party may withdraw from this agreement without terminating it by giving notice to all other parties prior to August 1 of the year of termination; said withdrawal to become effective on December 1 of that year. Such withdrawing lead

agency, or other party, upon withdrawal, shall relinquish all rights to any reserve funds, equipment or materials purchased pursuant to this agreement, provided that such relinquishment shall not apply to any equipment or materials contributed without charged which shall revert to the contributor upon termination.

In the event the lead agency should withdraw from this agreement without termination thereof, the remaining parties shall designate in writing a new lead agency.

Upon termination of this agreement, all property acquired during the life of the agreement shall be disposed of in the following manner:

A. All property contributed without charge by each party shall revert to the contributor.

B. All unexpended or reserve funds shall be distributed based on the percentage of the total annual charges to the parties pursuant to this agreement and paid by each party.

C. All property purchased after the effective date of this agreement, including the subject radio transmitters, shall be sold by the lead agency and the proceeds thereof distributed to the parties in accordance with the provisions of subparagraph B above. Any party or combination of parties to this agreement desiring to purchase and continue operation of the equipment shall have first option to do so and may exercise said option by giving notice thereof in writing to the lead agency within ten days of the mutually agreed date of termination of this agreement.

7. Agreement to be Filed. The lead agency shall file certified copies of this agreement with its city clerk, the King County Department of Records and Elections and the Secretary of State pursuant to RCW 39.34.040 and with the Director of the State Department of Emergency Services pursuant to RCW 39.34.050.

IN WITNESS WHEREOF we have signed this agreement effective the \_\_\_\_\_ day of \_\_\_\_\_, 1985.

CITY OF KIRKLAND:

CITY OF REDMOND:

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF BOTHELL:

By \_\_\_\_\_

EVERGREEN MEDIC 1:

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

KING COUNTY FIRE DISTRICT 36:

By \_\_\_\_\_  
Commissioner

KING COUNTY FIRE DISTRICT 16:

By \_\_\_\_\_  
Commissioner

## EXHIBIT A

TRANSMITTER PURCHASE:  $\$20,600.00 \div 2 = \$10,300.00$

1983 CALLS: 8016

Redmond	2238	27.9%	\$ 2,873.70
Kirkland	2554	31.8	3,275.40
Bothell	1400	17.5	1,802.50
District 36	831	10.4	1,071.20
District 16	993	12.4	<u>1,277.20</u>
			\$ 10,300.00

1984 A.V.: \$ 6,142,580,000

Redmond	1,908,917,000	31.1%	\$ 3,203.30
Kirkland	1,935,065,000	31.5	3,244.50
Bothell	751,361,000	12.2	1,256.60
District 36	772,957,000	12.6	1,297.80
District 16	774,280,000	12.6	<u>1,297.80</u>
			\$ 10,300.00

	<u>CALLS \$</u>	<u>A.V. \$</u>	<u>TOTAL \$</u>	<u>10% MEDIC-23</u>	<u>TOTAL \$</u>
Redmond	2,873.70	3,203.30	6,077.00	607.70	5,469.30
Kirkland	3,275.40	3,244.50	6,519.90	651.99	5,867.91
Bothell	1,802.50	1,256.60	3,059.10	305.91	2,753.19
District 36	1,071.20	1,297.80	2,369.00	236.90	2,132.10
District 16	<u>1,277.20</u>	<u>1,297.80</u>	<u>2,575.00</u>		<u>2,575.00</u>
	10,300.00	10,300.00	20,600.00	1,802.50	18,797.50