

RESOLUTION R- 3742

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING PARTICIPATION BY THE CITY IN AN INTERLOCAL COOPERATIVE AGREEMENT FOR THE EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY AND RATIFYING AND CONFIRMING THE CITY MANAGER'S EXECUTION OF SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

Whereas, the City of Kirkland, along with the Cities of Bellevue, Redmond and Mercer Island, each operate independent public safety/emergency communications facilities in the Eastside region of King County for law enforcement and fire protection purposes, and desire to form the Eastside Public Safety Communications Agency, to serve as the managing agency of an integrated subregional emergency and public safety radio communications system; and,

Whereas, such a subregional radio communications system would be more reliable and effective than the current public safety/emergency communications facilities operated independently by said cities; would allow participating governmental agencies to communicate with one another directly; and would dramatically improve the ability of such agencies to respond in a coordinated manner to a major disaster and enhance the safety of front line emergency response personnel; and,

Whereas, at its regular meeting on April 21, 1992, the Kirkland City Council unanimously adopted the concept, set forth in Resolution R-3736, of an interlocal agreement establishing the Eastside Public Safety Communications Agency and authorized the Kirkland City Manager to negotiate final terms of the agreement with other jurisdictions, and

Whereas, the Kirkland City Manager has successfully negotiated the final terms of the interlocal agreement, and

Whereas, the City of Kirkland is authorized, pursuant to Chapt r 39.34 Revised Code of Washington, to enter into such an interlocal cooperative agreement,


Now, Therefore, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. Participation by the City of Kirkland in an interlocal agreement for the Eastside Public Safety Communications Agency, as set forth in the agreement attached to the original of this resolution as Exhibit A and by this reference incorporated herein is approved.

Section 2. The Kirkland City Manager's execution on behalf of the City of Kirkland of the Interlocal Agreement Establishing The Eastside Public Safety Communications Agency appended hereto as Exhibit A is hereby ratified and confirmed.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 19th day of May, 1992.

Signed in authentication thereof this 19th day of May, 1992.


MAYOR

Attest:


Deputy City Clerk

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INTERLOCAL AGREEMENT ESTABLISHING THE
EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY

This Agreement is entered into by and between the Cities of Bellevue, Redmond, Kirkland and Mercer Island, municipal corporations organized under the laws of the State of Washington. This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39 34 RCW, and has been authorized by the legislative body of each jurisdiction.

WHEREAS, the parties hereto each operate independent public safety/emergency communications facilities in the Eastside region of King County for law enforcement and fire protection purposes, and are desirous of establishing an integrated emergency and public safety radio communications system so as to maximize the availability and effectiveness of radio communications at minimum costs, and,

WHEREAS, such a subregional radio communication system would be most effective as part of a regionally integrated, but locally controlled, radio communications network, and,

WHEREAS, recent technological advances will allow an integrated communications system in the form of an 800 MHz trunked radio communications network to be implemented on a

county-wide basis, such a network would make all of the radio systems in King county more reliable, would increase the capacity of these radio systems, and would allow different governmental agencies in King County to communicate with one another directly, would dramatically improve the ability of government agencies to respond in a coordinated manner to a major disaster and enhance the safety of front-line emergency response personnel, and would provide a highly reliable communications network, thereby improving public safety. Now, therefore,

IT IS HEREBY AGREED AS FOLLOWS

1 Establishment of Eastside Public Safety Communications

Agency There is hereby created a consolidated public safety radio communications agency, hereinafter called "Eastside Public Safety Communications Agency" (EPSCA) or "Agency." The parties hereto each hereby assign to such Agency the responsibility for developing, owning, operating and managing an Eastside radio communications system (the "system") to be integrated with a regional radio communications network (the "network"). The Agency shall be and is hereby created as a separate legal entity as authorized by RCW 39.34 030

2 Definitions

a. The System The Eastside Communication System is a communications system developed in common by Eastside public safety and other governmental agencies, including base stations and towers for an 800 MHz system and microwave backbone

b. The Network The regional communications network is the public safety communications network planned for metropolitan King County of which the system is a part

c. Principal A Principal is a general purpose government agency which has accepted the terms of, and is a party to, this Interlocal Agreement and has paid its share of the initial costs of the Agency. The initial Principals to this Agreement are the Cities of Bellevue, Redmond, Kirkland, and Mercer Island. Each Principal shall have a voting representative on the Executive Board of the Agency. A Principal may receive services as offered by the Agency according to such terms and conditions as may be established.

d. Subscriber. A Subscriber is a government agency which has agreed to pay the Agency for communications services or other services as offered at a rate or rates according to such terms and conditions as may be established by the Agency.

e Executive Board The Executive Board shall be the governing body of the Agency

3 Governance by Executive Board

a Membership The Agency shall be governed by an Executive Board composed of the Chief Executive Officer of each Principal The Chair of the Executive Board shall be elected by the members of the Board from the Board membership The Board shall meet as often as it deems necessary

b Powers The powers of the Executive Board shall be to (1) review and approve budget expenditures; (2) make recommendations to legislative bodies of Principals, (3) approve or disapprove expenditures recommended by the Operations Committee, (4) review and adopt Agency policies, (5) establish policies for expenditures of budgeted items for the Agency, (6) establish a special fund or funds as authorized by RCW 39.34 030, (7) hold regular meetings on such dates and at such places as the Board may designate, (8) decide what services shall be offered and under what terms they shall be offered, (9) enter into agreements with third parties for goods and services as necessary to carry out its purposes under this Interlocal Agreement including accounting and other necessary services, (10) establish rates for contracting services to other agencies; (11) establish

the responsibilities and direct and oversee the activities of Operations Committee and/or Operations Manager, provided, however, that the initial decision to fill the position of Operations Manager may be made only with the approval of the legislative bodies of the Principals having 70% of the weighted vote of the executive board, and meeting the minimum affirmative vote requirement, all as provided in Paragraph 3f, below, (12) consider matters and issues referred to it by the Operations Committee, (13) incur debt in order to make purchases or contract for services to accomplish the purposes of the Agency, (14) enter into agreements with other federal, state and local agencies, and receive grants and other funds, (15) reimburse its Principals and Subscribers for reasonable pre-formation expenses; specifically, the Agency may accept from the City of Bellevue ownership of the materials and equipment purchased through the City of Seattle under its contract for design and construction, and may collect from its Principals and pay to the City of Bellevue any sums still due to Bellevue as agent for the Principals; (16) create a nonprofit corporation to accomplish all or any portion of the purposes of the Agency, and (17) consistent with state law, the Agency may sue and be sued and take other actions in its own name

The Executive Board shall have final decision-making authority upon all issues. The Executive Board may delegate responsibility for day-to-day operational decision-making to the Operations Committee or Operations Manager.

c Alternate Representatives Each member of the Executive Board shall be entitled to designate one alternative representative who shall serve as a member of the Executive Board during his or her absence or inability to serve.

d Function of Chair The function of the Chair of the Executive Board shall be to process issues, organize meetings and provide for secretarial and other support as required by the Executive Board.

e Proportionality of Representation/Voting The vote of each Principal's representative on the Board shall be weighted according to the proportion each Principal's system radios bear to the total number of system radios used by all Principals. All votes by a Boardmember must be cast on the same side of an issue. Initially, the proportionality of representation shall be established as follows.

<u>Jurisdiction</u>	<u>Weighted Vote</u>
Bellevue	56.38%
Kirkland	13.84%
Redmond	19.88%
Mercer Island	9.90%

Total

100%

The above-weighted vote percentages will periodically be recalculated as provided below

f Voting Percentage Requirements All actions required to be authorized by vote of the Executive Board shall require approval of 70% of the weighted vote of those present, provided however, that such approval must include the affirmative vote of at least all but one of the then remaining initial four (4) Principals

g Quorum A quorum at any meeting of the Executive Board shall consist of the board members (or alternates) who represent a simple majority of the Board's membership

h Review of Proportionality The distribution of weighted votes on the Executive Board shall be adjusted annually as of January 1 based on the number of radios on the system that are in use by the then current Principals as of June 30 of the preceding year.

i Additional Principals, Acceptance of Subscribers
The Executive Board may, by vote, accept new Principals who become parties to this Interlocal Agreement and who have paid an agreed-upon amount as the new Principal's share of capital costs of the Agency A new Principal shall have a representative on

the Executive Board whose vote shall be weighted as provided above. The Executive Board may, by vote, accept Subscribers to the system by approving the proposed new Subscriber's signed agreement to subscribe to the services of the system according to the terms and conditions of, and at rates established by, the Agency.

4 Operations Committee

a Membership. There is hereby established an Operations Committee composed of the Chief of Police and Fire Chief of each Principal or their respective designees. Additional members of the Operations Committee may be selected by the Executive Board which shall select at least one representative from among the Subscribers, if any. The Operations Committee shall elect a Chair from among the membership of the Operations Committee. The Chair shall advise the Operations Committee, when appropriate, and at its regularly scheduled meetings, of the operational needs of the Agency.

b Manager of Operations. The Executive Board may provide for a Manager of Operations.

c Operations Committee Functions. The functions of the Operations Committee shall be to (1) review and recommend to the Executive Board an annual budget, including proposed rates,

revenues, and expenditures, (2) review and recommend to the Executive Board priorities, policies, procedures and options for developing and operating the system and providing other desired services, (3) review and recommend to the Executive Board options to provide for personnel and/or consulting services necessary to accomplish the management and advisory functions of the Agency, (4) review and report quarterly to the Executive Board on the progress of the development and operation of the system, (5) make such other recommendations and refer such other issues to the Executive Board as the Operations Committee deems appropriate, and (6) review and recommend to the Executive Board written rules and regulations for the operation of the Agency and the use of Agency equipment and facilities. The various reports and recommendations of the Operations Committee to the Executive Board shall be transmitted by the Chair of the Operations Committee.

5. Finance and Budget.

a Authority of Executive Board to receive loans, grants and other funds The Executive Board is hereby authorized to accept loans or grants of federal, state or private funds in order to accomplish the purposes of this Interlocal Agreement and

Chapter 39 34 RCW Additionally, the Agency is hereby empowered to receive all funds allocated to it by its members

b Annual Budget The Chair of the Operations Committee, or at the Chair's request the Manager of Operations or other designee shall draft a proposed annual budget for the next calendar year and present it to the Operations Committee and Executive Board no later than June 30 of each year The Executive Board shall review and revise the budget as it deems appropriate and the draft budget shall be forwarded to the Principals to this Agreement no later than August 31 of each year. The budget is adopted when approved by the legislative bodies of the Principals having 70% of the weighted vote of the executive board, an meeting the minimum affirmative vote requirements, all as provided in paragraph 3f, above

Modifications to the budget shall be made by the Executive Board as necessary after each Principal has approved its own annual budget in order to conform the budget to the budgets adopted by the principals

c Notification of Charges The Chair of the Operations Committee or the Chair's designee shall notify the Principals and Subscribers of the charges to be made for the following year by October 15, and payment therefor is due in quarterly installments

on the first day of each calendar quarter of the following year
Payments not received when due shall bear interest at the rate of
12% per annum, or such lower maximum allowable rate as provided
by law, until paid The Executive Board may, by agreement of all
Principals, make minor adjustments in the due dates set forth
herein in order to accommodate its budget process or that of a
Principal or Subscriber

d Delinquencies If a payment is more than three
months delinquent, the delinquent Principal shall not be entitled
to vote until all delinquent payments together with interest have
been paid A Principal or Subscriber who is six months
delinquent in payment loses use of the system until all payments
including interest have been made A Principal who is one year
delinquent is deemed to have withdrawn as a Principal
Withdrawal does not extinguish the obligation to pay for services
rendered.

e Use Guidelines Consistent with any use imposed on
particular funds by statute, ordinance, contract, this Interlocal
Agreement or any bylaws adopted by the Agency, the Agency may use
any available funds for any purpose authorized by this Agreement
in connection with an authorized project. At the time this
Agreement is signed, the only authorized project is the design

and construction of the North King County Microwave Loop. Additional projects are authorized, for purposes of this Agreement, when approved and funded by all the then current Principals. It is the parties' understanding that execution of this Agreement commits them to jointly funding the 1992 initial capital costs of the North King County Microwave Loop only, which initial capital costs are estimated to be \$1,100,000. Capital costs beyond this approximate \$1,100,000 shall be considered to be an additional project not yet authorized by the parties.

6 Ownership of Property The System, including property both real and personal, purchased or otherwise acquired pursuant to or in connection with this Interlocal Agreement, shall be owned in the name of the Eastside Public Safety Communications Agency, provided, however, that for valuable consideration received, the Executive Board may convey ownership of specific equipment or components of the system to Agency Principals or subscribers. The Agency may, but shall not be required to, own, operate and/or lease radio and/or dispatch facilities under contracts with Principals and Subscribers.

7 Retained Responsibility and Authority. Each Principal and Subscriber shall retain the responsibility and authority for its operational departments and for such equipment and services

as are required at its places of operation to connect to the Agency's operations including, but not limited to radios, dispatching equipment, and dispatch and related services Interconnecting equipment and services will not be included in the Agency's budget and operational program, except as the Executive Board shall determine

8 Intergovernmental Cooperation The Agency shall cooperate in all practical and available ways with local, state and federal government agencies so as to maximize utilization of grant funds, if any, for equipment and operations, and to enhance the effectiveness of operations and to minimize costs

9 Duration This Agreement shall be of ten years' duration and shall continue in effect for subsequent five year periods by agreement of the Executive Board Any Principal may withdraw from this Agreement by giving one year's written notice to the Executive Board by December 31 in any year, of its intention to terminate effective December 31 of the following year, provided, however, that a Principal may give six (6) months written notice to the Executive Board by July 1 in any year, of its intention to change its status to that of a Subscriber effective January 1 of the following year Upon withdrawal or change to Subscriber status within five years of the date of this Agreement, a

Principal shall not be entitled to reimbursement for its capital contributions to the Agency. A Principal who withdraws or changes to Subscriber status shall hold the remaining Principals harmless against any resultant increased capital and/or operating costs allocated to them, for a project approved by the Executive Board prior to notice of withdrawal or notice of change to Subscriber status, to the extent said increased capital and/or operating costs are not recouped through fees or the charges paid by Subscribers for services provided as a result of or through said project. Thereafter, the Executive Board may authorize reimbursement based on a depreciated value of its contribution.

10 Method for Termination of Agreement and for Disposing of Property Upon Termination. This Agreement shall be effective from the date of Agreement until terminated as provided herein. This Agreement may be terminated at any time by agreement of Principals holding at least 80% of the weighted vote of all the Principals hereto. Upon termination of this Agreement, all property acquired during the life of the Agreement shall be disposed of in the following manner:

(1) all property contributed without charge by each Principal or Subscriber shall revert to the contributor,

(2) All property purchased after the effective date of this agreement shall be distributed based on the percentage of the total annual charges assessed by the Executive board during the period of this Agreement and paid by each Principal,

(3) all unexpended or reserved funds shall be distributed based on the percentage total annual charges assessed by the Executive Board during the period of this Agreement and paid by each Principal

11 Hold Harmless If a claim, demand, or cause of action arises from the negligent act or failure to act, or intentional wrongful act of one of the Principals or its agents or employees, that Principal shall hold the Agency and other Principals harmless except to the extent that the harm complained of arises from the negligence or other fault of another Principal; provided, that except for acts or omissions which are dishonest, fraudulent, criminal or malicious, any loss or liability resulting from the acts or omissions of the Executive Board, Operations Committee, Operations Manager and/or staff while acting within their scope of authority under this Agreement shall be borne by the Agency "Fault" as herein used shall have the same meaning as set forth in RCW 4 22.015.

12 Insurance The Agency shall obtain and provide insurance, to the extent possible, against loss or liability for the actions of the Agency's Executive Board, Operations, Committee, Operations Manager and staff To the extent practicable, all Principals and Subscribers shall be named as additional insureds on any policy

13 Amendments This Agreement may be amended by written agreement of the legislative bodies of all the Principals hereto

14. Severability The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Agreement shall not affect the validity of the remainder of the Agreement

15 Filing This Agreement shall be effective upon filing with the King County Department of Records and Elections, the Secretary of State, and the Clerk of each Principal

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

CITY OF BELLEVUE

Approved as to Form

Don Beaumont
City Manager

Scott M. Keel
Assistant City Attorney

Date 5/11/92

CITY OF MERCER ISLAND

Approved as to Form

City Manager

City Attorney

Date _____

CITY OF KIRKLAND

Approved as to Form

Terrence L. Ellis
City Manager

[Signature]
Assistant City Attorney

Date. 5-12-92

CITY OF REDMOND

Approved as to Form

City Manager

Assistant City Attorney

Date. _____