

2005182

# OFFICIAL FILE

## JOINT POWERS AGREEMENT

### REGIONAL PUBLIC SAFETY COMMUNICATIONS CONSORTIUM

THIS AGREEMENT is entered into this 2nd day of June, 2005, by and between the following public agencies as authorized by the legislative body of each jurisdiction pursuant to the authority granted in Chapter 39.34 RCW: The cities of Bellevue, Kirkland, Mercer Island, Medina, Clyde Hill, Issaquah, Redmond, Bothell, Woodinville Fire & Life Safety, Northshore Fire, Eastside Fire and Rescue, King County Fire District 27, and Shoreline Fire hereafter referred to as Member(s). To be considered as a Member in this Agreement said Member will commit financial and human resources to the program as required by this Agreement. The City of Kirkland will be referred to herein as the Lead Agency and the other parties signatory hereto will be referred to as Members.

#### I. Purpose.

The purpose of this Agreement is to create a Business and Services Plan for the joint operation of a Public Safety Communication Center by the Members or an organization created by the Members. This study will be a basis and means for assuring the continuation and improvement of quality communication services in the Member jurisdictions. The parties hereto each task the joint board, as created in Section II herein, with the responsibility for achieving the following goals:

1. To develop the operating values and principles for the development and operation of a regional dispatch agency;

2. To develop a draft interlocal agreement for a governance structure that is a partnership; taking into account the current evaluation of regional governance models used for other regional efforts such as EPSCA, ARCH, etc....

3. To develop a business and services plan, which includes an implementation strategy, including next steps, projected staffing levels, and an estimate of the cost of full implementation.

4. Work cooperatively and communicate with other cities and Fire Districts mutually interested in the continuation of high quality Public Safety Communication services in the region;

5. Work to meet other goals related to the development of the Business and Services Plan as defined by the Members, through the Board. The purpose of this Agreement is strictly limited to the preparation of a Regional Public Safety Business and Services Plan, as outlined above. It is anticipated that the implementation of the study's results will be governed by a separate agreement.

## **II. Joint Board - Composition and Authority.**

A. The Lead Agency will be the administrative authority for operations conducted pursuant to this Agreement. A joint board, comprised of one voting representative from each Member agency, shall be the governing body responsible for administering and carrying out the joint undertaking and this Agreement. The joint board shall be identified as "The Regional Public Safety Communications Consortium Joint Board", hereinafter referred to as "Board". Board Member representatives, or their designees, will have authority to act on behalf of their respective jurisdictions. The Board shall have responsibility for formulating policy and procedures, establishing budgets, and authorizing the Lead Agency to contract for services.

B. The Board will develop and submit to the Lead Agency an operational budget immediately upon activation of this agreement and will:

1) Secure grant money or other money as may be available through each members budget to accomplish the purpose of this agreement.

2) Member jurisdictions shall pay an amount equal to its proportional share of the Consortium budget of \$98,500 in base funding and its proportional share of an amount not to exceed \$10,000 in administrative funding based upon each jurisdiction's population compared to the total population of all Consortium agencies. In approving this Agreement, the Members authorize the Board to spend the funds collected pursuant to this Agreement, without the prior approval of the governing bodies or executive officers of the Members. If additional funding and spending is needed it must be approved by the Member jurisdictions before the Board may act on next steps in the process.

C. The Board will meet as often as necessary or as requested by the Lead Agency and at least quarterly to administer this Agreement.

D. The Board is authorized by RCW 39.34.030(4)(b) to establish a special fund (if necessary) with the Lead Agency's Treasurer designated "Operating Fund of The Regional Public Safety Communications Consortium Joint Board". Such fund will be used for the purpose of depositing each Member's monetary contribution as determined herein as well as any service fees, charges, donations or other revenues received and for all expenditures necessary for the accomplishment of the purpose of this agreement as stated above. Funds accumulated in said operating fund will be utilized solely for the purpose of this agreement as stated above as determined by the Board.

The Board may, after due consideration of operational budgets and other requirements, authorize acceptance of "in-kind" contributions from Member agencies for the purposes of funding said Member's cost.

E. Each Member shall have one vote on the Board, and decisions shall be determined by majority vote of a quorum of the Members. A quorum shall constitute any group of Members that constitutes more than 50% of the entire membership of the Board. The Business and Services Plan itself shall have no binding effect upon the actions of the Members. It is anticipated that the implementation of study results or recommendations, if any, shall be governed by a separate agreement.

F. No acquisition of real or personal property is anticipated by this Agreement. Should the acquisition of any such property be necessary for the purposes of this Agreement, the Members shall determine the method of property acquisition and disposition prior to acquisition.

### **III. Lead Agency - Duties and Responsibility.**

A. The Lead Agency will provide administrative and secretarial support to the Board.

B. The Lead Agency agrees to bill each Member for that Member's share of all sums described herein, and each Member agrees to remit payment to the Lead Agency promptly upon receipt of such billing.

C. The Lead Agency will file certified copies of this Agreement with its City Clerk, and the King County Auditor, pursuant to RCW 39.34.040. The Lead Agency shall designate appropriate Members to record this agreement with the auditors of their respective counties. The costs of recordation shall be paid or reimbursed out of the operating budget. This agreement

shall not take effect until it has been signed by all the Members and recorded in the counties of all Members

D. Since the Board shall not constitute a separate legal entity that has the authority to independently enter into agreements, the Lead Agency shall enter into agreements on behalf of, and as authorized by, the Board, to the extent necessary to accomplish the purpose and goals of this Agreement.

E. Before entering into agreements on behalf of the Board as authorized in III(D) ("the Board Agreements"), the Lead Agency will enter into separate agreements with the Members that more particularly define the roles and responsibilities of the Lead Agency and the Members under the Board Agreements, including but not limited to compensation rates for Lead Agency services and indemnification requirements for any contractual claims that result from the Board Agreements executed by the Lead Agency pursuant to Paragraph III(D) herein.

#### IV. Indemnification.

To the extent allowed by law, each Member (hereinafter "the Indemnifying Member"), including the Lead Agency, agrees to defend, indemnify and hold harmless all other Members, including the Lead Agency, together with their respective representatives and employees, from and against any and all liability arising from the injury or death of persons or damage to property occasioned by any negligent act or omission of the Indemnifying Member or of any of its agents, servants or employees, committed or omitted in connection with this Agreement, except for injuries and damages caused by the sole negligence of another Member or Members. In the event of joint or concurrent negligence or omissions by two or more Members, the negligent Members shall indemnify the other Members proportionately. A Member claiming indemnification under

this paragraph will, as a condition precedent to the right of indemnification, give notice and tender defense of the claim to the indemnifying Member. It is further specifically and expressly understood that the indemnification provided herein constitutes the Members' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**V. Integration and Modification**

This Agreement constitutes the final and completely integrated agreement between the parties concerning its subject matter and it may be signed in counterparts without affecting the validity of this provision. No modification of the agreement or this section is valid unless in writing and signed by the Lead Agency and all Members .

**VI. Additional Members.**

The Board may, by vote, accept new Members who have paid the agreed-upon amount as the new Member's share and signed this agreement.

**VII. Term of Agreement.**

A. This Agreement shall take effect after it has been signed by all of the Members, on the date of recording with King County, and remain effective until June 30, 2006, except as extended by written agreement of all of the Members or unless terminated as provided herein. The Lead Agency or any Member may withdraw from this Agreement at any time upon giving 30 days written notice. The withdrawing Member thereby relinquishes all rights to any reserve

funds, equipment or materials purchased or accepted by the Board as in-kind contributions through this Agreement. This will not apply to any equipment, vehicles or materials contributed without charge, which will revert to the contributor upon termination. A decision to withdraw will not relieve the withdrawing member of liability incurred prior to withdrawal.

B. Upon termination of this Agreement by a vote of the Board, all unexpended or reserve funds will be distributed based on the percentage of the total charges assessed by the Board during the period of this Agreement and paid by each Member or Lead Agency.

### **VIII. Insurance**

The Lead Agency and Members shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance required under this Agreement with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per incident. An Indemnifying Members' insurance coverage shall be primary insurance as respects the other Members. Any Insurance, self-insurance, or insurance pool coverage maintained by the Indemnifying Members shall be excess of the other Members' insurance and shall not contribute with it. The Members shall furnish the Lead Agency with proof of insurance in a form deemed acceptable by the Board.

IN WITNESS WHEREOF, this Agreement has been executed by each party below:

CITY OF BELLEVUE

Approved as to Form:


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

\_\_\_\_\_  
City Attorney

CITY OF KIRKLAND

Approved as to Form:

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

  
\_\_\_\_\_  
City Attorney

CITY OF MERCER ISLAND

Approved as to Form:

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

\_\_\_\_\_  
City Attorney

CITY OF MEDINA

Approved as to Form:

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

\_\_\_\_\_  
City Attorney

CITY OF CLYDE HILL

Approved as to Form:

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

\_\_\_\_\_  
City Attorney

WOODINVILLE FIRE & LIFE SAFETY

Approved as to Form

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Fire District Attorney

SHORELINE FIRE

Approved as to Form

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Fire District Attorney

NORTHSHORE FIRE

Approved as to Form

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Fire District Attorney

KING COUNTY FIRE DIST 27

Approved as to Form

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Fire District Attorney

CITY OF BOTHELL

Approved as to Form

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

\_\_\_\_\_  
City Attorney

CITY OF ISSAQUAH

Approved as to Form

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
City Attorney

EASTSIDE FIRE AND RESCUE

Approved as to Form

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Fire District Attorney

CITY OF REDMOND

Approved as to Form

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

**AMENDMENT TO THE JOINT POWERS AGREEMENT**

**REGIONAL PUBLIC SAFETY COMMUNICATIONS CONSORTIUM**

This amendment ("the Amendment") to the Joint Powers Agreement by and between the cities of Bellevue, Kirkland, Mercer Island, Medina, Clyde Hill, Issaquah, Redmond, Bothell, Woodinville Fire & Life Safety, Northshore Fire, Eastside Fire and Rescue, King County Fire District 27, and Shoreline Fire dated June, 2005 ("the Agreement"), is entered to this 1<sup>st</sup> day of March, 2006, to: (1) extend the term of that Agreement to December 30, 2006 as allowed by Section VII of the Agreement; 2) add King and Kittitas Counties Fire District 51 to the agreement, and, 3) approve additional funding for the operational budget as allowed by Section II of the Agreement. Under this Amendment, member jurisdictions shall pay an amount equal to its proportional share of the Consortium budget of \$45,000 in funding based upon each jurisdiction's population compared to the total population of all Consortium agencies.

Except as modified herein, all provisions within the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by each party below:

CITY OF BELLEVUE

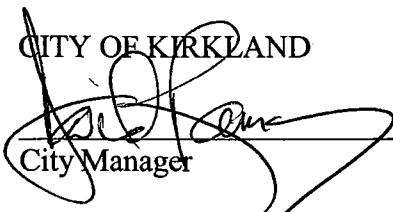
Approved as to Form:

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

\_\_\_\_\_  
City Attorney

CITY OF KIRKLAND

Approved as to Form:

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

  
\_\_\_\_\_  
City Attorney

CITY OF MERCER ISLAND

Approved as to Form:

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

\_\_\_\_\_  
City Attorney

CITY OF MEDINA

Approved as to Form:

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

\_\_\_\_\_  
City Attorney

CITY OF CLYDE HILL

Approved as to Form:

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

\_\_\_\_\_  
City Attorney

WOODINVILLE FIRE & LIFE SAFETY

Approved as to Form

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Fire District Attorney

SHORELINE FIRE

Approved as to Form

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Fire District Attorney

NORTHSHORE FIRE

Approved as to Form

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Fire District Attorney

KING COUNTY FIRE DIST 27

Approved as to Form

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Fire District Attorney

CITY OF BOTHELL

Approved as to Form

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

\_\_\_\_\_  
City Attorney

CITY OF ISSAQUAH

Approved as to Form

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Mayor

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City Attorney

EASTSIDE FIRE AND RESCUE

Approved as to Form

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Fire Chief

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Fire District Attorney

CITY OF REDMOND

Approved as to Form

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Mayor

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City Attorney

KING AND KITTITAS COUNTIES  
FIRE DISTRICT 51

Approved as to Form

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Chairman

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Fire District Attorney