

RESOLUTION NO. R- 3112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND AN INTERLOCAL AGREEMENT FOR MARINE PATROL SERVICES TO BE FURNISHED BY KING COUNTY TO THE CITY OF KIRKLAND.

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


Section 1. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland that certain interlocal agreement for marine patrol services whereby King County agrees to furnish to the City of Kirkland marine police patrol law enforcement services and other marine patrol services as to that portion of Lake Washington lying within the jurisdiction of the City of Kirkland. Such agreement shall be substantially in the form attached to this resolution, and by this reference made a part hereof. Said agreement, by its terms, became effective on May 1, 1984, and shall terminate on December 31, 1984.

PASSED by majority vote of the Kirkland City Council in regular meeting on the 6th day of August, 1984.

SIGNED in authentication thereof on the 6th day of August, 1984.


MAYOR

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)

RECEIVED

JUL 24 1984

INTERLOCAL AGREEMENT
FOR MARINE PATROL SERVICES

AM. PM
CITY OF KIRKLAND

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THIS IS AN INTERLOCAL AGREEMENT made on July 23, 1984, between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Kirkland, a municipal corporation of the State of Washington, hereinafter referred to as the "City."

WHEREAS, the City has a geographical boundary either bordering on or encompassing navigable waters in King County and thus has the authority to police these waters; and

WHEREAS, the County has established and maintains a marine patrol unit to provide marine patrol services to the waters of unincorporated King County; and

WHEREAS, the County is capable of extending its marine patrol services from the waters of unincorporated King County to the waters of five lakeside cities (Bellevue, Hunts Point, Kirkland, Redmond, and Yarrow Point), hereinafter referred to as the "Cities," on Lake Washington and Lake Sammamish; and

WHEREAS, the City of Mercer Island states that it provided certain marine patrol services prior to June 30, 1983 and has elected to continue its own service instead of participating in a regional Marine Patrol Program operated by the County;

WHEREAS, the cities of Renton and Medina have decided to contract with Mercer Island for marine patrol services in 1984;

WHEREAS, the County and the Cities have agreed upon a desired level of service for the 1984 Marine Patrol Program; and

WHEREAS, pursuant to Chapter 82.49 Revised Code of Washington (RCW), the County has imposed a local option boat tax of fifty cents (\$0.50) per foot on certain pleasure boats sixteen feet and over in length;

WHEREAS, pursuant to Chapter 82.49 RCW, the County and the City of Seattle have entered into an interlocal agreement which provides for distributing fifty percent (50%) of the local option boat tax revenues to Seattle to help pay for its marine patrol program;

WHEREAS, the County's share of boat tax revenues is estimated at \$155,000 in 1984;

1 WHEREAS, King County intends to provide the City of Des Moines with two
2 and nine-tenths percent (2.9%) of the County's share of boat tax revenue
3 receipts or about \$4,500 in 1984 for use in its marine emergency response
4 program operated in coordination with Fire District 26 in the southern Puget
5 Sound area;

6 WHEREAS, the County and the Cities have agreed to fund the 1984 Marine
7 Patrol Program with an estimated \$151,000 in revenues from the County's share
8 of the local option boat tax and with an estimated \$127,000 in general fund
9 contributions in accordance with the attached cost allocation plan;

10 WHEREAS, the County intends to enter into interlocal agreements similar
11 to the form herein with all Cities;

12 NOW THEREFORE, pursuant to RCW 39.34 the County and the City hereby
13 agree:

14 SECTION 1. Definition of Terms. For purposes of this Agreement, the
15 following phrases shall have the meanings set forth in this Section 1:

16 (A) "Marine patrol service" means the routine patrol of waters for
17 the purposes of enforcing applicable laws and ordinances and establishing a
18 deterrent and preventive effect in the waters, including responses to serious
19 emergency complaints arising from conduct or situations on or under the
20 waters, in accordance with standard emergency dispatch protocol.

21 (B) "Marine patrol season" means the period from May 1 through
22 October 31.

23 SECTION 2. County Obligations: In consideration of the promises of the
24 City set forth in this Agreement and payment of the sum specified below, the
25 County promises to:

26 (A) During the marine patrol season, subject to the provisions of
27 2(H) of this Agreement, provide marine patrol services in the water areas
28 under the jurisdiction of the City, consisting of one eight-hour shift (one
29 boat) on Lake Sammamish, rendering service of the same level, degree, and type
30 as rendered by the County during the duration of this Agreement in waters of
31 unincorporated King County, provided that marine patrol services shall be sub-
32 ject to interruption for boat repair and maintenance.

33 (B) From May 1, 1984 through December 31, 1984, subject to the pro-

1 visions of Section 2(H) of this Agreement, provide marine patrol services in
2 the water areas under the jurisdiction of the City, consisting of one eight-
3 hour shift (one boat) on Lake Washington, rendering service in the manner
4 described in 2(A) above.

5 (C) At the specific request of the City, attempt to accommodate
6 reasonable special requests for non-routine marine services not covered in
7 Sections 2(A) and (B) of this Agreement for an hourly fee of seventy dollars
8 (\$70.00).

9 (D) Emphasize marine patrol in the afternoon and early evening
10 hours of the marine patrol season.

11 (E) At the end of each month during which service is provided,
12 provide the City with a report of marine patrol services rendered within City
13 waters.

14 (F) Furnish all personnel and any and all other things appropriate
15 to accomplish the level of marine patrol service described in Sections 2(A),
16 (B), and (C).

17 (G) Refund a share, prorated on the basis of time, of any sums paid
18 by the City in the event of termination of this Agreement; and

19 (H) Monitor local option boat tax collections and, in the event of
20 an impending revenue shortfall, make service level reductions as deemed
21 appropriate by the County, after conferring with the Marine Patrol Services
22 Advisory Committee established in Section 6(B) of this Agreement, provided
23 that, once the Interlocal Agreements with all the Cities are executed, King
24 County shall not, through August 31, 1984, reduce the level of marine patrol
25 services provided under this Agreement.

26 SECTION 3. City Obligations. In consideration for the promises of the
27 County set forth in this Agreement, the City:

28 (A) Shall, by December 31, 1984 pay the County \$ 12,000.00
29 as its share of the portion to be funded by the Cities plus any additional
30 amounts owing for service rendered under Section 2(C) of this Agreement.

31 (B) Agrees to pay interest at one and one-half percent (1½%) per
32 month on any amounts owing from their due date until paid. For these pur-
33 poses, amounts owed for services rendered under Section 2(C) shall be due

1 thirty (30) days after billed or December 31, 1984, whichever date is later.

2 (C) Hereby confers municipal police authority on County officers
3 engaged pursuant to this Agreement in enforcing State and City ordinances
4 within City waters for the purposes of carrying out this Agreement.

5 (D) Shall, to the extent reasonably feasible and with all due
6 consideration for local circumstances, bring local ordinances into conformity
7 with applicable County boating ordinances to provide uniformity of regulation
8 and enforcement on all waters, including making it unlawful for any person to
9 moor, store, or operate a vessel, the use of which is subject to King County
10 Ordinance 6595, as amended, within the City's jurisdiction without displaying
11 evidence of compliance with that ordinance and providing that any fines
12 collected for violation of such a section of the City's code shall be in addi-
13 tion to the tax required.

14 SECTION 4. Reduction in City Share.

15 (A) Notwithstanding the provisions of Section 3(A), the City's
16 share of marine patrol costs shall be reduced to \$6,815.00 in the event
17 the County's share of boat tax revenues under its Interlocal Agreement with
18 the City of Seattle is equal to \$155,000 in 1984.

19 (B) If the County's share of boat tax revenues under its Interlocal
20 Agreement with the City of Seattle is more than \$101,000 but less than
21 \$155,000, the City's share of 1984 marine patrol costs shall be reduced in
22 proportion to the attached cost allocation plan, provided that the City of Des
23 Moines is allocated its proportionate share.

24 (C) If the County's share of boat tax revenues under its Interlocal
25 Agreement with the City of Seattle is more than \$155,000, any amounts in
26 excess of \$155,000 shall be deposited into the Marine Patrol Account in the
27 County's Current Expense Fund and shall be used to reduce the County and the
28 Cities' shares of the future costs of marine patrol programs in proportion to
29 the attached cost allocation plan, provided that the City of Des Moines is
30 allocated its proportionate share if appropriate.

31 SECTION 5. Supervision and Personnel. Both parties to this Agreement
32 understand and agree that the County is acting as an independent contractor,
33 with the following intended results:

1 (A) Control of personnel, standards of performance, discipline, and
2 all other aspects of marine patrol performance shall be governed entirely by
3 the County.

4 (B) All persons rendering marine patrol service under this
5 Agreement shall be for all purposes employees of the County, although they may
6 from time to time act as commissioned officers of the City.

7 (C) All liabilities for salaries, wages, any other compensation,
8 injury, sickness, or liability to the public for negligent acts arising from
9 performance of marine patrol services as described in Sections 2(A) and (B)
10 above shall be that of the County. The County shall hold the City harmless
11 and indemnify and defend it against any liability arising from performance of
12 the marine patrol service under Sections 2(A) and (B) of under this Agreement.
13 The City shall hold the County harmless and indemnify and defend it against
14 any liability arising from the County's performance of any marine patrol ser-
15 vice under Section 2(C) hereof.

16 SECTION 6. General Provisions.

17 (A) This Agreement is effective on May 1, 1984 and shall terminate
18 on December 31, 1984.

19 (B) There shall be established by July 31, 1984 a Marine Patrol
20 Services Advisory Committee, to be composed of up to three members repre-
21 senting the Cities previously defined. The Cities shall appoint the members
22 by whatever means they deem appropriate and shall thereafter advise the County
23 Executive as to the appointments. The Advisory Committee shall advise the
24 County Executive from time to time on positions or concerns about marine
25 patrol service levels, costs, operations, capital purchases, activity
26 reporting systems, and other relevant issues, including any County decisions
27 to reduce the level of service in the event of revenue shortfalls, pursuant to
28 Section 2(H) of this Agreement.

29 (C) This Agreement supersedes any prior contract between the
30 parties relating to the same subject matter. It is intended to express the
31 entire agreement of the parties, and may not be altered or modified in any way
32 unless the modification is reduced to writing and signed by both parties.

33 (D) Any termination of this Agreement shall not terminate any duty

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of either party matured prior to such termination.

(E) No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

(F) The County certifies that it is an Equal Opportunity Employer and has developed and implemented an Affirmative Action Program in accordance with guidelines contained in Revised Order 4 of the U.S. Department of Labor. The County agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The County agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. The action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(G) Both parties understand that no significant impact on the environment will result from services rendered under this Agreement.

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(H) Both parties recognize that revenue or the lack of revenue from citations shall not be a measure of marine patrol activity, and that the County is under no obligation to generate any revenue through citations.

Both parties, through their authorized agents, having read and understood the above Agreement, and intending to be bound by it, the authorized agents of the City and the County sign below this _____ day of _____, 1984.

ATTEST: KING COUNTY

By: _____ By: _____

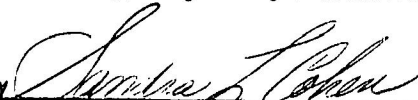
Title: _____ Title: King County Executive

CITY

By: _____ By: _____

Title: _____ Title: _____

Approved as to form:
Norm Maleng, King County Prosecuting Attorney

by 
Deputy Prosecuting Attorney

COST ALLOCATION PLAN FOR
1984 MARINE PATROL PROGRAM

<u>Jurisdiction</u>	<u>Amount</u>	<u>% of Total</u>
King County	\$ 73,000	57.5
Bellevue	\$ 24,000	18.9
Hunts Point	\$ 3,000	2.4
Kirkland	\$ 12,000	9.4
Redmond	\$ 12,000	9.4
Yarrow Point	\$ 3,000	2.4
TOTAL	<u>\$127,000</u>	<u>100.0</u>