

RESOLUTION R 3138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY OF KIRKLAND, AN AGREEMENT WITH THE SEATTLE/KING COUNTY ECONOMIC DEVELOPMENT COUNCIL TO PROVIDE CERTAIN ECONOMIC RESEARCH AND BUSINESS SURVEY SERVICES FOR THE CITY OF KIRKLAND.

Whereas, the Seattle/King County Economic Development Council was organized to provide comprehensive economic research and development programs within the area of King County, including the various cities and towns within King County; and

Whereas, the City of Kirkland desires to have certain services performed by the Seattle/King County Economic Development Council for the benefit of the City of Kirkland and its citizens; and

Whereas, the Seattle/King County Economic Development Council has the skills and ability to provide the services as set forth in the attached contract, now, therefore,

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

Section 1. The Mayor of the City of Kirkland is hereby authorized to sign on behalf of the City of Kirkland, a service agreement with the Seattle/King County Economic Development Council substantially in the form attached as Exhibit A to the original copy of this resolution.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 7th day of January, 1985.

Signed in authentication thereof this 7th day of January, 1985.


MAYOR

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)

SERVICE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 198____, by and between the City of _____ (hereinafter referred to as the "City") and the Seattle/King County Economic Development Council (hereinafter referred to as the "Council").

WHEREAS, the City desires to have certain services performed by the Council as described in this Agreement and the Council has the ability to provide such services as set forth in the proposal submitted by the Council,

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto mutually agree as follows:

ARTICLE I. ACTIVITIES

Section 1. Scope of Services

A. Overall Economic Development Program

The Council will provide a comprehensive economic development program for the benefit of all the towns and cities and the unincorporated areas of King County. Primary emphasis will be directed toward retention and expansion of the businesses which are located here and on the formation of new businesses by local entrepreneurs. Assistance will also be provided to desirable firms from outside King County that wish to locate here. A complete description of activities is contained in the 1985 Program of Work adopted by the Board of Directors of the Council on October 30, 1984, a copy of which is attached.

B. Business Survey

- (1) The Council will design and conduct a county-wide survey of approximately 5,000 businesses with the purpose of assisting existing firms to remain and expand in the City and in King County.
- (2) The Council will select from 5% to 10% of the firms that respond to the survey and follow up with personal interviews to determine the assets and liabilities of the area, and will attempt to pinpoint the principal constraints to the growth of businesses that are here.
- (3) The Council will analyze the results of this survey and publish a report which will be made available to the City. The information it contains should be useful to the City in its own planning, land use, infrastructure and service delivery decisions.
- (4) The Council will utilize a special grant from the Washington State Department of Community Development in conducting this survey and will utilize citizens of the City in the follow-up interviews with businesses located in the City.

C. Business Contacts

The Council will work with the chief executive officers of business and industry on land use, regulations and other economic development issues, and will provide assistance in guiding them through the hearing and permit processes required by City, County, State and Federal statutes and regulations.

D. Financing

The Council will assist in publicizing and promoting the Industrial Development Revenue Bond program of King County and advise companies of the financing alternatives that are available to them through City, County, State and Federal programs.

E. Research

The Council will conduct economic research, principally by assembling data that is available from local, state, regional and federal sources. These data will be compiled into reports that are applicable and useful to economic development, and will be made available to the City.

The Council will provide to the City published materials and reports, including the results of special studies.

F. Planning

The Council will, upon request, review and comment on plans of the City for growth and development. The Council will provide technical assistance in the development of short range and long range strategies for commercial and industrial growth in the City.

G. Sites and Facilities

The Council will maintain an up-to-date file on sites and building space available for commercial and industrial firms wishing to locate in the City.

H. City Contacts

The Council will work with elected officials and members of the City staff designated by them in the attraction of business and industry, including warehousing, local and regional offices, and firms that export services.

Reporting

- I. /The Council provide a quarterly report on its activities to the City, describing specific services to the City during that period of time. These reports will be made during the last two weeks of each quarter, and will be directed to the City Manager.

ARTICLE II. TERM OF AGREEMENT

Section 1. Initial Agreement

The term of this Agreement between the City and the Council shall be from the date of signing through December 31, 1985, unless amended by mutual agreement of both parties.

Section 2. Extension

This Agreement may be extended by mutual agreement of both the City and the Council, under terms and conditions to be determined at the time of extension.

ARTICLE III. REIMBURSEMENT

Section 1. Amount

The City shall grant to the Council an amount of \$ One Thousand Eight Hundred and Fifty Dollars for the calendar year of 1985 for the services identified in this Agreement, payments to be made quarterly in equal installments.

Section 2. Reporting

The Council shall submit a properly executed quarterly invoice to the City, together with its quarterly report on activities and specific services to the City. This invoice and report shall be directed to the City Manager.

Section 3. Documentation

The Council shall establish and maintain an accounting system which shall be readily available to the City. The City has the right to examine these records as they relate to services provided to the City, upon reasonable notice.

Section 4. Payment

The City shall initiate authorization for payment of the quarterly invoice after receipt and approval of the invoice and quarterly report from the Council.

ARTICLE IV. NONDISCRIMINATION

Section 1. General

- (1) During the performance of this Agreement, neither the Council nor any party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicap in employment or application for employment in the administration or delivery of services or any other benefits under this Agreement.
- (2) The Council will comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations which prohibit such discrimination. These include but are not limited to Titles VI and VII of the Civil Rights Law of 1964, RCW 49.60, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246 as amended by Executive Order 11375 issued by the President of the United States, and City Ordinance No. _____.
- (3) The Council shall provide to the City, with its 4th Quarter report each year, an annual personnel inventory employment profile which provides minority, female and handicap employment data.

ARTICLE V. GENERAL CONDITIONS

Section 1. Liability to Third Parties

The Council shall hold the City and its Officers, Agents and employees, acting in the official capacity or course of employment, harmless from all suits, claims or liabilities of any nature, including costs and expenses, for and on account of injuries or damages sustained by any person or property resulting in whole or in part from activities or omissions of the Council, its Agents or employees pursuant to this Agreement. The Council is expected to be in compliance with all applicable State, Federal and City Laws and regulations. The Council shall carry an insurance policy on errors and omissions to reinforce this part of the Agreement.

Section 2. Confidentiality

Any reports, information, data, etc. given to or prepared or assembled by the Council under this Agreement which the City requests to be kept as confidential shall not be made available to any individual or organization by the Council without the prior written approval of the City.

Section 3. Conflict of Interest

No officer or employee of the City or its designee or agents, no member of the City Council or any other public official of the City who exercises any function or responsibilities with respect to this program and under this Agreement, shall have any financial interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with such program or programs. This prohibition extends for one year beyond completion of the Agreement.

Section 4. Citizen Participation

The Council will implement the provisions of this Agreement in such a manner as not to impede the attainment of citizen participation in planning and carrying out projects that relate to the City.

Section 5. Subcontracting

This Agreement is personal to each of the parties hereto and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party.

Section 6. Future Support

The City makes no commitment of future support and assumes no obligations for future support of the activities contracted herein except as set forth in this Agreement.

Section 7. Reservation of Rights

Neither payment by the City nor performance by the Council shall be construed as a waiver of either party's right or remedies against the other. Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

SEATTLE/KING COUNTY ECONOMIC
DEVELOPMENT COUNCIL:

CITY OF KIRKLAND:

By _____

By _____

Title _____

MAYOR