

RESOLUTION NO. R 3188

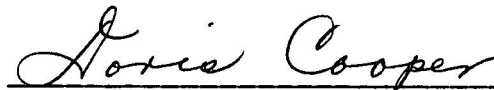
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND AN INTERLOCAL AGREEMENT FOR MARINE PATROL SERVICES TO BE FURNISHED BY KING COUNTY TO THE CITY OF KIRKLAND.

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, 1985, and shall terminate on December 31, 1985.

PASSED by majority vote of the Kirkland City Council in regular, open meeting on the 3rd day of June, 1985.

SIGNED in Authentication thereof on the 3rd day of June, 1985.



Mayor

Attest:



Director of Administration and Finance
(ex officio City Clerk)

9810B/136A/JP:br

INTERLOCAL AGREEMENT
FOR MARINE PATROL SERVICES

1 THIS IS AN INTERLOCAL AGREEMENT made on _____, 1985,
2 between King County, a home rule charter county, a political subdivision of
3 the State of Washington, hereinafter referred to as the "County," and the City
4 of _____, a municipal corporation of the State of
5 Washington, hereinafter referred to as the "City."

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

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

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

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

21 WHEREAS, the cities of Renton and Medina have decided to contract with
22 Mercer Island for marine patrol services in 1985; and

23 WHEREAS, the County and the Cities have agreed upon a level of service
24 for the 1985 Marine Patrol Program; and

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

28 WHEREAS, pursuant to Chapter 82.49 RCW, the County and the City of
29 Seattle have entered into an interlocal agreement which provides for distri-
30 buting, after deducting the County's administrative costs of \$36,000, fifty
31 percent (50%) of the local option boat tax revenues to Seattle to help pay for
32 its marine patrol program;

33 WHEREAS, the County's share of 1985 boat tax revenues is estimated at

1 \$126,000 in 1985, after deducting the County's administrative costs;

2 WHEREAS, King County intends to provide the City of Des Moines with two
3 and nine-tenths percent (2.9%) of the County's share of 1985 boat tax revenue
4 receipts, or about \$4,000 in 1985, for use in its emergency vessel service.

5 WHEREAS, the County and the Cities have agreed to fund the 1985 Marine
6 Patrol Program with an estimated \$122,000 in revenues from the County's share
7 of the local option boat tax, after deducting Des Moines' estimated \$4,000
8 share of the boat tax revenues, and with an estimated \$113,000 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(G) of this Agreement, provide marine patrol services in the water areas
28 under the jurisdiction of the City, consisting of one eight-hour shift each
29 (one boat) on Lake Washington and Lake Sammamish on which the City has
30 waterfront, rendering service of the same level, degree, and type as rendered
31 by the County during the duration of this Agreement in waters of
32 unincorporated King County, provided that marine patrol services shall be
33 subject to interruption for boat repair and maintenance.

1 (B) At the specific request of the City, attempt to accommodate
2 reasonable special requests for non-routine marine services not covered in
3 Section 2(A) of this Agreement for an hourly fee of eighty-two dollars
4 (\$82.00).

5 (C) Emphasize marine patrol in the afternoon and early evening
6 hours of the marine patrol season.

7 (D) At the end of each month during which service is provided,
8 provide the City with a report of marine patrol services rendered within City
9 waters.

10 (E) Furnish all personnel and any and all other things appropriate
11 to accomplish the level of marine patrol service described in Sections 2(A)
12 and 2(B).

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

15 (G) Monitor local option boat tax collections and, in the event of
16 an impending revenue shortfall, retain the option of making service level
17 reductions as deemed appropriate by the County, after conferring with the
18 Cities, provided that, each year, the County shall provide a level of service,
19 the cost of which is equal to the amount contributed by all Cities for such
20 service under Section 3(A), plus the amount other than boat tax revenue
21 contributed by the County.

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

24 (A) Shall, by December 31, 1985 pay the County \$ _____
25 as its share of the portion to be funded by the Cities plus any additional
26 amounts owing for service rendered under Section 2(B) of this Agreement.

27 (B) Agrees to pay interest at one and one-half percent (1½%) per
28 month on any amounts owing from their due date until paid. For these pur-
29 poses, amounts owed for services rendered under Section 2(B) shall be due
30 thirty (30) days after billed or December 31, 1985, whichever date is later.

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

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

10 SECTION 4. Supervision and Personnel. Both parties to this Agreement
11 understand and agree that the County is acting as an independent contractor,
12 with the following intended results:

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

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

19 (C) All liabilities for salaries, wages, any other compensation,
20 injury, sickness, or liability to the public for negligent, malicious or
21 wrongful acts arising from performance by the County of marine patrol services
22 as described in Sections 2(A) and 2(B) above shall be that of the County. The
23 County shall hold the City harmless and indemnify and defend it against any
24 liability arising from performance by the County of the marine patrol service
25 under Sections 2(A) and 2(B) of this Agreement.

26 SECTION 5. General Provisions.

27 (A) This Agreement is effective on May 1, 1985 and shall renew
28 automatically from calendar year to calendar year unless otherwise superceded
29 or terminated as provided herein, provided that, if the Agreement is effective
30 on January 1 of each subsequent year and the County and the City have not
31 agreed to a new price for that year, the County shall commence marine patrol
32 service on that January 1 at the level provided for in Section 2(A) and 2(B).
33 In return, the City shall pay the prior year's price until superceded by a new

1 Agreement or terminated as provided herein. Any price mutually agreed upon in
2 a subsequent Agreement shall apply retroactively to January 1. This Agreement
3 may be terminated by either party upon sixty (60) days written notice from the
4 party desiring termination.

5 (B) If the County's share of boat tax revenues in 1985 under its
6 Interlocal Agreement with the City of Seattle is more than \$144,000, any
7 amounts in excess of \$144,000 shall be deposited into the Marine Patrol
8 Account in the County's Current Expense Fund and shall be used to reduce the
9 County and the Cities' shares of the future costs of marine patrol programs in
10 proportion to the attached cost allocation plan, provided that the City of Des
11 Moines is allocated its proportionate share if appropriate.

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

16 (D) Any termination of this Agreement shall not terminate any duty
17 of either party matured prior to such termination.

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

training, including apprenticeship.

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

(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 _____, 1985.

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
1985 MARINE PATROL PROGRAM

<u>Jurisdiction</u>	<u>Contributions</u>	
	<u>Amount</u>	<u>% of Total</u>
King County	\$ 64,975	57.5
Bellevue	\$ 21,357	18.9
Hunts Point	\$ 2,712	2.4
Kirkland	\$ 10,622	9.4
Redmond	\$ 10,622	9.4
Yarrow Point	\$ 2,712	2.4
TOTAL	<u>\$113,000</u>	<u>100.0</u>