

RESOLUTION R-3449

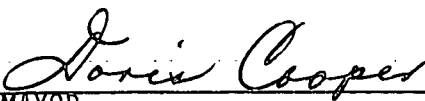
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND AN INTERLOCAL AGREEMENT FOR MARINE PATROL SERVICES TO BE FURNISHED BY KING COUNTY TO THE CITY OF KIRKLAND.

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

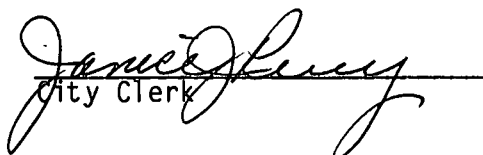
Section 1. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland, that certain Interlocal Agreement for Marine Patrol Services, whereby King County agrees to furnish to the City of Kirkland Marine Police Patrol law enforcement services and other Marine Patrol services, 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 becomes effective May 1, 1988, and may be renewed automatically from calendar year to calendar year.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 5th day of April, 1988.

Signed in authentication thereof this 5th day of April, 1988.


MAYOR

ATTEST:


City Clerk



INTERLOCAL AGREEMENT
FOR THE MARINE PATROL SERVICES

1 THIS IS AN INTERLOCAL AGREEMENT between King County, a home rule
2 charter county, a political subdivision of the State of Washington, herein-
3 after referred to as the "County", and the City of Kirkland, a municipal
4 corporation of the State of Washington, hereinafter referred to as the "City".

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

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

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

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

19 WHEREAS, the Cities of Renton and Medina have decided to contract
20 with Mercer Island for marine patrol services in 1988; and

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

23 WHEREAS, pursuant to Chapter 82:49 Revised Code of Washington (RCW)
24 the County has imposed a local option boat tax of fifty cents (\$.50) per
25 foot on certain pleasure boats sixteen feet and over in length; and

26 WHEREAS, pursuant to Chapter 82.49 RCW, the County and the City of
27 Seattle have entered into an interlocal agreement which provides for distri-
28 buting, after deducting the County's administrative costs of \$27,000.00
29 fifty percent (50%) of the local option boat tax revenues to Seattle to
30 help pay for its marine patrol program.

31 WHEREAS, the County's share of the 1988 boat tax revenues is estimated
32 \$80,709.00 in 1988, after deducting the County's administrative costs;

33 WHEREAS, King County intends to provide the City of Des Moines with

1 two and four tenths percent (2.4%) of the County's share of 1988 boat tax
2 revenue receipts, or about \$3,000 in 1988, for use in its emergency vessel
3 service;

4 WHEREAS, the cost of the 1988 Marine Patrol Boating Season is esti-
5 mated \$241,364.00;

6 WHEREAS, the County and the Cities have agreed to fund the 1988 Marine
7 Patrol Boating Season with an estimated \$101,000.00 in revenues from the
8 County's share of the local option boat tax, after deducting Des Moines'
9 estimated \$3,000 share of the boat tax revenues, and with an estimated
10 \$140,364.00 in general fund contributions in accordance with the attached
11 cost allocation plan;

12 WHEREAS, the County intends to enter into interlocal agreements simi-
13 lar to the form herein with all Cities;

14 NOW THEREFORE, pursuant to RCW 38.34 the County and City hereby agree:

15 SECTION 1. Definition of Terms. For purposes of this Agreement,
16 the following phrases shall have the meanings set forth in this Section
17 1:

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

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

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

28 (A) During the marine patrol season, subject to the provisions of
29 2(G) of this Agreement, provide marine patrol services in the water areas
30 under the jurisdiction of the City, consisting of one eight-hour shift each
31 (one boat) on Lake Washington and Lake Sammamish on which the City has water-
32 front, rendering service of the same level, degree, and type as rendered
33 by the County during the duration of this Agreement in the waters of unincor-

1 porated King County, provided that marine patrol services shall be subject
2 to interruption for boat repair and maintenance.

3 (B) At the specific request of the City, attempt to accommodate
4 reasonable requests for non-routine marine services not covered in Section
5 2(A) of this Agreement for an hourly fee of seventy-nine dollars (\$79.00).

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

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

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

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

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

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

25 (A) Shall, by December 31, 1988 pay the County \$13,194.00 as its
26 share of the portion to be funded by the Cities plus any additional amounts
27 owing for service rendered under Section 2(B) of this Agreement.

28 (B) Agrees to pay interest at one and one-half percent (1½%) per
29 month on any months owing from their due date until paid. For these pur-
30 poses, amounts owed for services rendered under Section 2(B) shall be due
31 thirty (30) days after billed or December 31, 1988, whichever date is later.

32 (C) Hereby confers municipal police authority on County officers
33 engaged pursuant to this Agreement in enforcing State and City ordinances

1 within City waters for the purposes of carrying out this Agreement.

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

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

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

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

20 (C) All liabilities for salaries, wages, any other compensation,
21 injury, sickness, or liability to the public for negligent, malicious or
22 wrongful acts arising from performance by the County of marine patrol ser-
23 vices as described in Sections 2(A) and 2(B) above shall be that of the
24 County. The County shall hold the City harmless and indemnify and defend
25 it against any liability arising from performance by the County of the ma-
26 rine patrol services under Sections 2(A) and 3(B) of this Agreement.

27 SECTION B. General Provisions.

28 (A) This Agreement is effective May 1, 1988 and shall renew auto-
29 matically from calendar year to calendar year unless otherwise superseded
30 or terminated as provided herein, provided that, if the Agreement is effec-
31 tive on January 1 of each subsequent year and the County and the City have
32 not agreed to a new price for that year, the County shall commence marine
33 patrol service on that January 1 at the level provided for in Section 2(A)

1 and 2(B). In return, the City shall pay the prior year's price until super-
2 seded by a new Agreement or terminated as provided herein. Any price mutu-
3 ally agreed upon in a subsequent Agreement shall apply retroactively to
4 January 1. This Agreement may be terminated by either party upon sixty
5 (60) days written notice from the party desiring termination.

6 (B) If the County's share of boat tax revenues in 1988 under the
7 Interlocal Agreement with the City of Seattle is more than \$125,000, any
8 amounts in excess of \$125,000 shall be deposited into the Marine Patrol
9 Account in the County's Current Expense Fund and shall be used to reduce
10 the County and the Cities' shares of the future costs of marine patrol pro-
11 grams in proportion to the attached cost allocation plan, provided that
12 the City of Des Moines is allocated its proportionate share if appropriate.

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

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

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

24 (F) The County certifies that it is an Equal Opportunity Employer
25 and had developed and implemented an Affirmative Action Program in accord-
26 ance with guidelines contained in Revised Order 4 of the U.S. Department
27 of Labor. The County agrees not to discriminate against any employee or
28 applicant for employment because of race, color, religion, sex, or national
29 origin. The County agrees to take affirmative action to ensure that appli-
30 canats are employed, and that employees are treated during employment, with-
31 out regard to their race, color, religion, sex, or national origin. The
32 action shall include, but not limited to, the following: employment, up-
33 grading, demotion, or transfer, recruitment or recruitment advertising,

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layoff 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.

(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 County sign below this ____ day of _____ 1988.

ATTEST: KING COUNTY

By: _____ By: _____
Title: _____ Title: _____

By: _____ By: _____
Title: _____ Title: _____

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

By: _____
Deputy Prosecuting Attorney