

RESOLUTION R - 3877

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT WITH KING COUNTY FOR THE PERFORMANCE OF ANIMAL CONTROL SERVICES AND FOR REGULATING THE BUSINESS OF OPERATING TAXICABS AND FOR-HIRE VEHICLES WITHIN THE CITY OF KIRKLAND AS AUTHORIZED BY SECTION 8.04.050 AND SECTION 7.44.060 KIRKLAND MUNICIPAL CODE.

Whereas, Section 8.04.050 and Section 7.44.060 of the Kirkland Municipal Code authorizes the City Manager to enter into interlocal services agreements with King County for regulating the business of operating taxicabs and for-hire vehicles and for performance of animal control services within Kirkland and the enforcement of Kirkland animal control ordinances and regulations subject to approval of said contract by the Kirkland City Council; and

Whereas, the City Manager has presented to the City Council for its review proposed interlocal services agreements with King County for regulating the business of operating taxicabs and for-hire vehicles and for performance of animal control services from January 1, 1994 until such time written notice of termination is provided by the City of Kirkland or King County; and

Whereas, it appears in the best interest of the City of Kirkland and its residents that said contract be approved,

Now, Therefore, 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 an interlocal service agreement between the City of Kirkland and King County for regulating the business of operating taxicabs and for-hire vehicles and for performance by King County Animal Control Division of animal licensing and control services, including ordinance enforcement within such contract, which shall be substantially similar to that which is attached to the original resolution.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 17 day of May, 1994.



Mayor

Attest:



City Clerk

AF/KCANIM

Interlocal Agreement Between
King County and the City of Kirkland
Relating to Animal Control

THIS AGREEMENT, entered into this _____ day of _____, 1994, between KING COUNTY, State of Washington, hereinafter referred to as the "COUNTY" and the municipal corporation of KIRKLAND, hereinafter referred to as the "CITY."

WITNESSETH;

WHEREAS, the City, pursuant to RCW 39.34.010, 39.34.080, and Kirkland Municipal Code Chapter 8.04, is authorized to and desirous of contracting with the County for the performance of Animal Control Services; and

WHEREAS, the County is authorized by Section 120 of King County Charter and King County Code 11.02.030 to render such services and is agreeable to rendering such services on the terms and conditions hereinafter set forth and in consideration of payments, mutual covenants and agreement herein contained.

IT IS, THEREFORE, covenanted and agreed as follows:

1. Obligations: In consideration of the promise of the City and payment of the sum hereinafter set forth, the County promises to:
 - 1.1. Perform consistent with available resources all services relating to licensing and enforcement of City ordinances pertaining to animal control as set forth in Chapter 8 of the Kirkland Municipal Code (KMC).
 - 1.2 Provide a level of service which is the same as that provided to unincorporated areas of the County;
 - 1.3 Furnish license and application forms for said licenses to the City for sale to the public at the City Hall;
 - 1.4 Except as set forth in Section 7.A. below, services to be provided the County pursuant to this agreement do not include legal services, which shall be provided by the City at its own expense.

In consideration of the promises of the County set forth above, the City promises to:

- 1.5 Enact an ordinance or resolution which is substantially similar to Title 11 King County Code as now or hereafter amended. For the purpose of this subsection, "substantially similar" shall be defined to include, at a minimum, identical license, late penalty and impound/redemption/sheltering fees with those provided in Title 11 King County Code;
- 1.6 Delegate to the County:
 - 1.6.1 The power to determine eligibility for licenses issued under the terms of Chapter 8 of the Kirkland Municipal Code (KMC) subject to the conditions set forth in said code and subject to the review power of the King County Board of Appeals;
 - 1.6.2 The power to enforce terms of Chapter 8 of the Kirkland Municipal Code (KMC), including the power to deny, suspend or revoke licenses issued thereunder, and subject to the review power of the King County Board of Appeals.
- 1.7 Nothing in this agreement is intended to divest the City of authority to issue notices of violation and court citations for alleged violations of City ordinances. The authority to issue notices of violations and court citations may be exercised by either the County or City.
2. Compensation and Method of Payment: The City shall reimburse the County for the services as delineated in this contract in the following manner:
 - 2.1 The County shall receive all fines and fees collected by the County pursuant to the licensing of dogs, cats, kennels, hobby kennels, pet shops, animal shelters, and grooming businesses subject to a \$1.00 rebate for each valid pet license sold by the City.
 - 2.2 The County shall receive all impound and redemption fees charged against animals.
3. Time of Performance: This agreement shall be effective the first day of January 1994, and shall automatically renew from year to year unless

otherwise modified or terminated as provided hereinafter.

4. Modifications: The parties agree that this agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. The parties reserve the right to modify this agreement. Any modification of this agreement shall be in writing, signed by both parties, and affixed to this original agreement.
5. Termination: This agreement may be terminated without cause only after ninety (90) days written notice received by one party given by the other. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for immediate termination upon notice received by one party given to the other. Any termination of this agreement shall not terminate any obligation of either party incurred prior to such termination, nor shall it affect the validity of any license issued pursuant to the City ordinance and/or Kirkland Municipal Code.
6. Mutual Covenants: Both parties understand and agree that the County is acting hereunder as an independent contractor, with the intended following results:
 - 6.1 Control of County personnel standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;
 - 6.2 All persons rendering service hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;
 - 6.3 The contact person for the City regarding citizen complaints, service requests and general information on animal control services is the Chief of King County Animal Control;
 - 6.4 In the event of a dispute between the parties as to the extent of the service to be rendered hereunder, or the minimum level or manner of performances of such service, the determination of the Director of the King County Licensing and Regulatory Division shall prevail unless within ten (10) days of such determination made in writing, the City

files a written notice of appeal with the Director. Copies of such notice shall also be filed with the County Executive and the City Manager. In such event the dispute shall then be submitted for review to a three (3) member panel composed of the County Executive and the City Manager and a third member of their choosing who shall not be an officer or employee of either the County or the City. A decision or determination agreed upon by a majority of the panel shall be final and conclusive in all respects between the parties hereto.

7. Indemnification:

- 7.1 The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the county shall satisfy the same.
- 7.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of

governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

7.3 In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of city ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

8. Audits and Inspection: The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this agreement and six (6) years after termination hereof.

9. Non-Discrimination: The County certifies that it is an Equal Opportunity Employer and has developed and implemented an Affirmative Action Program in accordance with the guidelines in Revised Order 4 of the United States Department of Labor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

KING COUNTY

CITY OF KIRKLAND

King County Executive
Date: _____

City Manager
Date: _____

Approved as to Form

King County
Date: _____

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Approved as to Form

Judith I. Graves

City Attorney
Date: _____

INTERLOCAL AGREEMENT BETWEEN
King County and the City of Kirkland
for the licensing of taxicabs/for-hire vehicles and drivers.

THIS AGREEMENT entered into this _____ day of _____, 1994, between KING COUNTY, State of Washington, hereinafter called the "County", and the municipal corporation of KIRKLAND, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, the City, pursuant to RCW 39.34 and City of Kirkland Municipal Code Chapter 7.44, is authorized to and desirous of contracting with the County for the Licensing of taxicabs/for-hire vehicles and drivers; and

WHEREAS, the County and the City have jurisdiction to regulate the business of operating taxicabs and for-hire vehicles and their drivers within their respective boundaries; and

WHEREAS, the business of operating taxicabs and for-hire vehicles presents peculiar licensing and law enforcement problems of a multijurisdictional nature; and

WHEREAS, it is desirable in order to adequately protect the interests of the County and the City and the citizens thereof, to provide for a uniform County-wide system of licensing taxicabs and for-hire vehicles and the drivers thereof; and

WHEREAS, the county and its employees, and more particularly the Business License Section, Licensing and Regulatory Services Division, Department of Executive Administration, are well qualified and able in matters relating to the licensing and enforcement of laws relating to the conduct of the taxicab and for-hire vehicle business; and

WHEREAS, the City desires to obtain the assistance of the County in matters relating to the licensing and enforcement of laws relating to the conduct of the taxicab and for-hire vehicle business; and

WHEREAS, the County is ready, willing and able to act to assist the City in matters relating to the licensing and enforcement of laws relating to regulation of taxicab and for-hire vehicles and the drivers thereof;

IT IS, THEREFORE, covenanted and agreed as follows:

1. Obligations: In consideration of the promise of the City and payment of the sum hereinafter set forth, the County promises to:

- 1.1 Perform consistent with available resources all services relating to licensing and enforcement of City ordinances pertaining to taxicabs/for-hire vehicles and drivers as set forth in Kirkland Municipal Code 7.44 (KMC).
- 1.2 Provide level of services which is the same as is provided to residents of unincorporated King County;
- 1.3 Except as set forth in section 7.1 below, services to be provided by the County pursuant to this agreement do not include legal services, which shall be provided by the City at its own expense.

In consideration of the promises of the County herein before set forth, the City promises to:

- 1.4 Enact an ordinance or resolution which is substantially similar to Title 6.64 King County Code as now or hereafter amended.
- 1.5 Delegate to the County the following:
 - 1.5.1 The power to determine eligibility for licenses issued under the terms of the City ordinance, subject to the review of King County Board of Appeals;
 - 1.5.2 The power to enforce terms of the City ordinance, including the power to deny, suspended or revoke licenses issued thereunder, and subject to the review power of the King County Board of Appeals.
- 1.6 Nothing in this agreement is intended to divest the City of authority to issue notices of violations and court citations for alleged violations of City ordinances. The authority to issue notices of violations and court citations may be exercised by either the County or City.

2. Compensation and Method of Payment:

- 2.1 The County shall receive all fees collected by the county pursuant to the

licensing of taxicabs and for-hire vehicles and the drivers.

- 2.2 The City shall receive all fines levied by a court of competent jurisdiction for violation of City ordinances regulating the taxicab and for-hire vehicle businesses.
3. Time of Performance: This agreement shall be effective the 1st day of January 1994, and shall automatically renew from year to year unless otherwise modified or terminated as provided hereinafter.
4. Modifications: The parties agree that this agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. The parties reserve the right to modify this agreement. Any modifications of this agreement shall be in writing, signed by both parties, and affixed to this original agreement.
5. Termination: This agreement may be terminated without cause only after ninety (90) days written notice received by one party given by the other. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for immediate termination upon notice received by one party given by the other. Any termination of this agreement shall not terminate any obligation of either party incurred prior to such termination, nor shall it affect the validity of any license issued pursuant to the City Ordinance and/or Kirkland Municipal Code (KMC).
6. Mutual Covenants: Both parties understand and agree that the County is acting hereunder as an independent contractor, with the intended following results:
- 6.1 Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;
- 6.2 All persons rendering services hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;
- 6.3 The contact person for the City regarding citizen complaints, service requests and general information on taxicab/for-hire vehicles and drivers, is the Supervisor of the Business License Section.

6.4 In the event of a dispute between parties as to the extent of the service to be rendered hereunder, or the minimum level or manner of performances of such service, the determination of the Director of the King County Department of Executive Administration shall prevail unless within ten (10) day of such determination made in writing, the City files a written notice of appeal with the Director. Copies of such notice shall also be filed with the County Executive and the City Manager. In such event the dispute shall then be submitted for review to a three (3) member panel composed of the County Executive and the City Manager and a third member of their choosing who shall not be an officer of employee of either the County or the City. A decision of determination agreed upon by a majority of the panel shall be final and conclusive in all respects between the parties hereto.

7. Indemnification:

- 7.1 The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgement be rendered against the City and its officer, agents, employees, or any of them, or jointly against the City and County and their officers, agents, and employees, or any of them, the County shall satisfy the same.
- 7.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided

that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

7.3 In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

8. Audits and Inspections: The records and documents with respect to all matters covered by this contract shall be subject to inspection, review or audit by the County or City during the term of the contract and six (6) years after termination hereof.

9. Non-Discrimination: The County certifies that it is an Equal Opportunity Employer and had developed and implemented an Affirmative Action Program in accordance with the guidelines in Revised Order 4 of the United State Department of Labor.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first herein above written.

King County

City of Kirkland

King County Executive

City Manager

Date

Date

Approved as to Form

Approved as to Form

King County
Deputy Prosecuting Attorney

Judith J. Graves
City Attorney

Date

Date

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RESOLUTION R- 3878

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ADOPTING A WATER SHORTAGE CONTINGENCY PLAN FOR DROUGHT AND EMERGENCY DEMAND REDUCTION

Whereas, effective January 1, 1994 the City of Kirkland assumed jurisdiction and ownership over a portion of the Rose Hill Water District's service area, assets, facilities, property and responsibilities; and

Whereas, pursuant to the terms of the agreement for the assumption of the Rose Hill Water District, the District's Water Purveyor Contract with the City of Seattle was assigned to Kirkland and Kirkland thereby assumed the District's status as a wholesale purveyor of water; and

Whereas, the Water Purveyor Contract requires that Kirkland, as a purveyor, develop and participate in a water shortage contingency plan to reduce water demands due to a water supply emergency or drought event;

Now, Therefore, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Council hereby adopts the Water Shortage Contingency Plan for Drought and Emergency Demand Reduction appended hereto as Exhibit A.

Section 2. The Director of the Public Works Department is authorized to issue rules, procedures, interpretations, instructions and directions pertaining to the implementation of the appended Water Shortage Contingency Plan.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 17th day of May, 1994.

Signed in authentication thereof this 17th day of May, 1994.



MAYOR

Attest:



City Clerk

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RESOLUTION R- 3879

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ALLOCATING THE TEEN ACTIVITY GRANT PROGRAM 1994 BUDGET APPROPRIATION AMONG THE GRANT APPLICANTS RECOMMENDED TO THE CITY COUNCIL BY THE TEEN ACTIVITY GRANT REVIEW COMMITTEE.

WHEREAS, the City Council desires to provide new quality activities for Kirkland-area teenagers; and

WHEREAS, the City of Kirkland by Resolution R-3730 created the Teen Activity Grant Program and established a Grant Review Committee; and

WHEREAS, pursuant to said program up to \$25,000 has been allocated in the 1994 City budget to provide for new teen recreation activities; and

WHEREAS, said committee has made its recommendation to the City Council and the Council having reviewed same;

NOW, THEREFORE, BE IT RESOLVED by the City of Kirkland as follows:

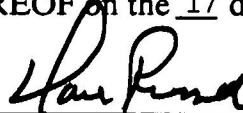
Section 1. The recommendation of the Teen Activity Grant Review Committee is accepted and approved by the City Council.

Section 2. Pursuant to and in order to carry out the Teen Activity Grant program adopted by Resolution R-3730, the City Manager is hereby authorized and directed to enter into contracts on behalf of the City of Kirkland with the following designated organizations to provide to the City and its residents the teen activities proposed by each of said agencies. Said agencies and the amount of their respective contracts are as follows:

<u>Organization</u>	<u>Contract Amount</u>
Kirkland-Redmond Boys and Girls Club	\$12,750
Kirkland Arts Center - Teen Video	\$ 4,000
Kirkland Arts Center - Artlab	\$ 3,600
Camp Fire Boys and Girls	\$ 4,650
TOTAL CONTRACT FUNDING	\$25,000

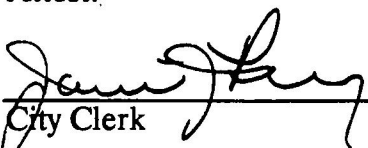
PASSED by majority vote of the Kirkland City Council on the 17 day of May, 1994.

SIGNED IN AUTHENTICATION THEREOF on the 17 day of May, 1994.



Mayor

Attest:



City Clerk