

MOTION NO. **8176**

A MOTION authorizing the executive to enter into agreements with the cities of Bellevue, Kirkland, Mercer Island, Redmond and Yarrow Point relating to marine patrol services.

WHEREAS, the cities of Bellevue, Kirkland, Redmond, and Yarrow Point wish to provide marine patrol services; and

WHEREAS, King County is willing and able to provide marine patrol services in the waters of Lake Washington and Lake Sammamish; and

WHEREAS, King County and City of Mercer Island wish to assist each other to provide emergency marine patrol services;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The county executive is authorized to execute agreements, substantially in the form attached, with the cities of Bellevue, Kirkland, Mercer Island, Redmond and Yarrow Point for marine patrol services.

PASSED this 4th day of February, 1991

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chair

ATTEST:

Gerald A. Polton
Clerk of the Council

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AN AGREEMENT RELATING TO MARINE PATROL SERVICES

THIS IS AN AGREEMENT among King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the cities of Bellevue, Kirkland, Redmond and Yarrow Point, municipal corporations of the State of Washington, hereinafter referred to as the "Cities".

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

WHEREAS the County has established and maintains a marine patrol service on the waters of unincorporated King County which can also service the waters under the authority of the Cities;

NOW THEREFORE, the County and Cities hereby agree:

1. County Obligations

- A. Through its Marine Patrol Unit the County will provide routine patrol of waters under the authority of the County and Cities as described in Section 1c for the purposes of enforcing applicable laws and ordinances, promoting boating safety, and preventing law or safety violations, including responding to emergency complaints in accordance with standard emergency dispatch protocol.
- B. Routine patrol services will be provided for the boating season beginning with boating's Opening Day and continuing for four months (approximately from May 15 to September 15).
- C. Routine patrol services shall be provided in water areas under jurisdiction of the Cities, consisting of one eight-hour shift each day with one boat on Lake Washington and one boat on Lake Sammanish, rendering service of the same level, degree and type as rendered by the County during the duration of this Agreement in the waters of unincorporated King County, provided that marine patrol services shall be subject to interruption for boat repair and maintenance. The shifts shall emphasize afternoon and early evening hours of the boating season.
- D. At the specific request of a City, provide patrol services and/or respond to emergencies at times other than those of the daily boating season shift and outside the boating season. Payment for these additional services shall be made as described in Section 4b below.
- E. Provide each City with a report of the marine patrol services rendered within City waters, including number of calls for service (dispatched and onview), number and type of citations and warnings issued, safety checks made.

2. City Obligations

- A. The Cities confer municipal police authority on County officers engaged pursuant to this Agreement in enforcing State and City ordinances within City waters for the purposes of carrying out this Agreement.

- B. The Cities shall, to the extent reasonably feasible and with all due consideration for local circumstances, bring local ordinances into conformity with applicable County boating ordinances to provide uniformity of regulation and enforcement on all waters, including making it unlawful for any person to moor, store, or operate a vessel, the use of which is subject to King County Ordinance 6595, as amended, within the City's jurisdiction without displaying evidence of compliance with that Ordinance and providing that any fines collected for violation of such a section of the City's code shall be in addition to the tax required.

3. Supervision and Personnel

- A. All parties to this Agreement agree that the County is acting as an independent contractor and controls all marine patrol personnel, including standards of performance, discipline.
- B. All persons rendering marine patrol services under this Agreement shall be for all purposes employees of the County.

4. Compensation

- A. Routine Marine Patrol Services. The Cities shall pay the County a share of the costs of marine patrol services allocated based on calls for service and freshwater shoreline, weighted equally. The costs shall include direct costs, Department of Public Safety and County general overhead, less revenue received by the County for its share of the Local Option Boat Tax. Exhibit A reports costs and allocations for 1991.

Both calls for service and costs shall be updated each calendar year. The calls for service for each year shall be those from the previous year's boating season. Costs will be based on the County's adopted budget for marine patrol services and estimated Boat Tax revenue, for the succeeding year.

The County shall provide to the Cities an estimate of costs for the next calendar year by October 1 each year. Cities will be notified of the final cost by December 15. Full payment is due from the Cities by June 30 of each year.

- B. Nonroutine. The County shall bill the Cities monthly for nonroutine services the rate of \$130 per hour, starting at the time of call-out of marine patrol officers. Should the services affect more than one jurisdiction the parties involved shall negotiate the allocation of the costs. The rate per hour shall be updated each calendar year, reflecting increases in officers' salaries and benefits and related support costs.

5. Indemnification

- A. 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, validity or effect of city ordinances, rules or regulations. In any such cause, claim, suit, action or administrative proceeding is commenced, 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.

- B. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the County, its officers, agents, and employees-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 or the City and the County, the County shall defend the same at its sole cost and expense; and if final judgment be rendered against the City and its officers, agents, and employees or jointly against the City and the County and their respective officers, agents, and employees the County shall satisfy the same.

- C. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the City, its officers, agents, and employees.

In the event that any suit based upon such a claim, action, loss, or damage is brought against the County or the City and the County, the City shall defend the same at its sole cost and expense; and if final judgment be rendered against the County, and its officers, agents, and employees or jointly against the County and the City and their respective officers, agents, and employees the city shall satisfy the same.

- 6. Duration This Agreement is effective January 1, 1991 and shall renew automatically from calendar year to calendar year, unless terminated by any party upon sixty days written notice, provided that, unless the County is the terminating party, the County and any Cities may choose to continue the Agreement, provided further that the costs and compensation be adjusted to account for the change in parties.

- 7. General Provisions

- A. This Agreement supersedes any prior contract between the County and any City relating to marine patrol services. It is intended to express the entire agreement among the parties.
- B. This Agreement may be amended by mutual written agreement of the parties.
- C. No waiver by any 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.

Marine Patrol Services

D. This Agreement shall be administered by the County Public Safety Chief of Operations or his designee and by designees of each City. Each party shall notify the others by December 15 of its designee, and at any time thereafter of a change in designee.

IN WITNESS WHEREOF the parties have executed this Agreement.

KING COUNTY

CITY OF BELLEVUE

King County Executive

City Manager

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

CITY OF KIRKLAND

CITY OF REDMOND

City Manager

Mayor

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

CITY OF YARROW POINT

Mayor

Approved as to Form:

City Attorney

Attachment A - Marine Patrol Costs for 1991 - Per Contract Terms

Jurisdiction	Incidents*	%	Shoreline	%	Average %	Cost**
Bellevue	302	24.2%	39300	15.7%	20.0%	\$50,111
Kirkland	257	20.6%	20400	8.1%	14.4%	\$36,108
Redmond	156	12.5%	10900	4.4%	8.4%	\$21,175
Yarrow Point	69	5.5%	7200	2.9%	4.2%	\$10,558
King County	462	37.1%	172650	68.9%	53.0%	\$133,048
Total	1246	100.0%	250450	100.0%	100.0%	\$251,000

Attachment A1 - Marine Patrol Costs for 1991 - King County Paying Hunts Points' Share

Bellevue	302	22.8%	39300	15.2%	19.0%	\$47,669
Kirkland	257	19.4%	20400	7.9%	13.6%	\$34,246
Redmond	156	11.8%	10900	4.2%	8.0%	\$20,069
Yarrow Point	69	5.2%	7200	2.8%	4.0%	\$10,029
King County	462	34.9%	172650	66.7%	55.4%	\$138,987
Hunts Point	78	5.9%	8550	3.3%		
Total	1324	100.0%	259000	100.0%	100.0%	\$251,000

*May 1 - August 31, 1990

**Costs: Estimated for 1990

Direct	\$280,000
Overhead	\$51,000
Revenue	(\$80,000)
Total	\$251,000

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AGREEMENT BETWEEN KING COUNTY AND THE CITY OF MERCER ISLAND
Relating to Marine Patrol

THIS IS AN AGREEMENT 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 Mercer Island, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS King County and the City of Mercer Island each have established and maintain a marine patrol service on Lake Washington; and

WHEREAS the County and City each have entered into contracts with other municipal jurisdictions to provide marine patrol services to those jurisdictions under certain terms and conditions;

NOW THEREFORE, the County and City hereby agree:

1. Services. If requested and if a response can be offered without neglect of its primary obligations for service on its own waters and those of its contracting jurisdictions and without undue hardship on officers who must perform the service, the County and City will each provide emergency marine patrol service for the other.

The request must come from the Department of Public Safety for the County and the Department of Public Safety for the City. Calls from the public will be referred to the respective department for screening and, if applicable, request to the other party.

2. Compensation. The County shall bill the City quarterly for services at the rate of \$130 per hour, starting at the time of call-out of marine patrol officers and continuing until the emergency service is completed or the City cancels the request, provided a minimum of one-hour will be billed for each call-out.

The City shall bill the County quarterly for services at the rate of \$130 per hour, starting at the time of call-out of marine patrol officers and continuing until the emergency service is completed or the County cancels the request, provided a minimum of one-hour will be billed for each call-out.

The rate per hour shall be updated each calendar year, reflecting increases in officers' salaries and benefits and related support costs, with written notice from each party to the other.

3. Duration. This agreement is effective February 1, 1991 and shall renew automatically January 1, 1992 and each succeeding calendar year, unless terminated by either party with sixty days written notice.
4. Amendment. This agreement may be amended by mutual written agreement of the parties.
5. Indemnification

A. 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, validity or effect of city ordinances, rules or regulations. In any such cause, claim, suit, action or administrative proceeding is commenced, 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.

- B. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the County, its officers, agents, and employees 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 or the City and the County, the County shall defend the same at its sole cost and expense; and if final judgment be rendered against the City and its officers, agents, and employees or jointly against the City and the County and their respective officers, agents, and employees the County shall satisfy the same.

- C. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the City, its officers, agents, and employees.

In the event that any suit based upon such a claim, action, loss, or damage is brought against the County or the City and the County, the City shall defend the same at its sole cost and expense; and if final judgment be rendered against the County, and its officers, agents, and employees or jointly against the County and the City and their respective officers, agents, and employees the city shall satisfy the same.

6. Administration. This agreement shall be administered by the County Public Safety Chief of Operations or his designee and by the City Director of Public Safety or his designee.

IN WITNESS WHEREOF the parties have executed this Agreement.

KING COUNTY

CITY OF MERCER ISLAND

King County Executive

City Manager

Approved as to form:

Approved as to form:

King County Deputy
Prosecuting Attorney

City Attorney

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