

May 9, 1995

Introduced By:

Maggi Fimia

94-470.MOT (DE:clt)

Proposed No.:

94-470

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MOTION NO. **9558**

A MOTION authorizing the county executive to enter into an interlocal agreement with the city of Lake Forest Park relating to marine patrol services.

WHEREAS, the city of Lake Forest Park has recently annexed areas which include the shoreline of Lake Washington, and

WHEREAS, the city desires to secure marine patrol services from the county for their residents, and

WHEREAS, the county is able and willing to provide the requested municipal services;

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

The County executive is authorized to execute an interlocal agreement, substantially in the form attached, with the city of Lake Forest Park for 1995 only, effective upon the signature of both parties. This agreement may be terminated by either party upon sixty (60) days written notice. While no renewal of this contract is available, the County will recalculate the basis for cost allocation in consultation with the city and other jurisdictions and provide the city with a proposed interlocal agreement based on the revised cost allocation for 1996.

PASSED by a vote of 12 to 0 this 15<sup>th</sup> day of May, 1995.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Kent Pullen  
Chair

ATTEST:

Juan Masano  
Deputy Clerk of the Council

Attachments: Interlocal Agreement Relating to Marine Patrol Services

## An Agreement Relating to Marine Patrol Services

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 Lake Forest Park, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS, the City has a geographical boundary either bordering on or encompassing navigable waters in King County and, thus has 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 city;

NOW Therefore, the County and City hereby agree:

### 1 County Obligations

- 1.1 Through its Marine Patrol Unit the County will provide routine patrol of waters under the authority of the County and City as described in Section 1.3 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.
- 1.2 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).
- 1.3 Routine patrol services shall be provided in water areas under jurisdiction of the City, consisting of one eight-hour shift each day with one boat on Lake Washington 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.
- 1.4 At the specific request of the 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 4.2 below.
- 1.5 Provide the 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

- 2.1 The City confers 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.
- 2.2 The City shall, to the extent reasonable 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

- 3.1 The 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.
- 3.2 All persons rendering marine patrol services under this Agreement shall be for all purposes employees of the County.

4 Compensation

- 4.1 Routine Marine Patrol Services. The City shall pay the County a share of the costs of marine patrol services based on an estimate of the actual incidents required by the City. 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 Vessel Registration Fee. Exhibit A reports costs and allocation for 1995.
- 4.2 Nonroutine. For 1995 the County shall bill the City monthly for nonroutine services at the rate of \$111 per hour, starting at the time of call-out of marine patrol officers. Should the services affect more than one jurisdiction, the County shall negotiate the allocation of the costs with the City and the other affected jurisdictions.

5 Indemnification

5.1 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.

5.2 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 city shall satisfy the same.

5.3 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

5.4 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 is a one year agreement, effective upon signature by both parties for 1995 only. No renewal of this contract is available. However, the County will recalculate the basis for cost allocation in consultation with the City and other jurisdictions and provide the City with an interlocal agreement based on the revised cost allocation for 1996. This agreement for 1995 only may also be terminated by either party upon sixty (60) days written notice.

7 General Provisions

- 7.1 This Agreement supersedes any prior contract between the County and the City relating to marine patrol services. It is intended to express the entire agreement between the parties.
- 7.2 This Agreement may be amended by mutual written agreement of the parties.
- 7.3 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.

This Agreement shall be administered by the County Public Safety Chief of Operations or his designee and by designee of the City. Each party shall notify the other 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 Lake Forest Park

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
City Manager

Approved as to Form

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

## ATTACHMENT "A"

### KING COUNTY MARINE PATROL COSTS OF SERVICES - City of Lake Forest Park

5/11/95

#### 1995 BUDGETED UNIT COSTS

Salaries & Benefits	7.75 FTE	481,830
Special Pays (Dive & Other	" "	44,739
Supplies - Quartermaster		4,800
Supplies - Dive Quartermaster		11,800
Supplies - Other		39,882
Services		67,845
Telephone		2,816
Motor Pool		49,974
Insurance		16,655
MARR Officer		861
Division Admin Charges		7,061
Dept. Admin Charges - Departmentwide		29,292
Dept. Admin Charges - Sworn		37,487
Special Ops Admin		71,909
Revenue Credit-Vessel Regis. Fees & Kirkland Contract		(183,639)
Net Costs		683,312

Total Available Hours      7.0 FTE      12,286

Cost Per Hour Per FTE      \$56

Average Callout 1 hr w 2FTE      \$111

Proposed LFP Contract	38 incidents X \$111 each	\$	4,227
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