

April 17, 1997

Introduced By:

JANE HAGUE
MAGGI FIMIA

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Proposed No.:

97-311

MOTION NO. **10302**

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A MOTION authorizing the County Executive to enter into two interlocal agreements with the cities of Redmond and Lake Forest Park, relating to marine patrol services.

WHEREAS, the cities of Redmond and Lake Forest Park desire to secure marine patrol services from the county for their residents, and

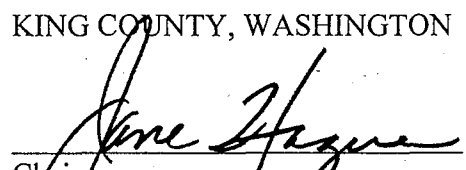
WHEREAS, the county is able and willing to provide the requested marine patrol services;

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

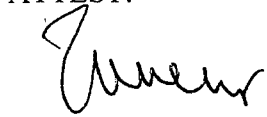
The County executive is authorized to execute two interlocal agreements, substantially in the form attached, with the cities of Redmond and Lake Forest Park for the County to provide marine patrol services.

PASSED by a vote of 13 to 0 this 15th day of September, 19 97

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

Attachments: Interlocal Agreement Relating to Marine Patrol Services

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF (NAME OF CITY)
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 (name of city), 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 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 boat on Lake Sammamish 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 and 4.3 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 on-view), 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 allocated based on the city's portion of the overall County calls for service and freshwater shoreline, weighted. 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 1996. Both calls for service and cost shall be updated each calendar year. The calls for service for each year shall be those from the previous year's boating season. Cost will be based on the County's adopted budget for marine patrol services and estimated boat tax revenue, for the succeeding year.
- 4.2. The estimated contract amount for 1997 is (amount) as shown in exhibit A.
- 4.3. For 1997 the County shall bill the City monthly for non-routine services at the rate of \$150 per hour, starting at the time of call-out of marine patrol officers for a minimum call-out of two hours. 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.

- 4.4. The estimated contract amount shall be billed monthly in 4 equal amounts beginning in May. Payments shall be made within 30 days after invoicing by the county.
- 4.5. Annual Adjustments. Beginning in May, 1998 and continuing in May thereafter, the estimated contract amount for the current year shall be adjusted based on the actual contract expenditures for the prior year.

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.
- 5.3. 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.
- 5.4. 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
- 5.5. 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

- 6.1. This agreement is effective upon authorization and signature by both parties, except that services and charges shall commence on January 1, 1997. The contract period

(name of city): Marine Patrol Services

shall continue until December 31, 1999, and shall renew automatically from year to year unless either party initiates the termination process outlined herein.

7. Termination Process

- 7.1. Either party may initiate a process to terminate this agreement as follows:
- 7.2. The party desiring to terminate the agreement shall provide six months (180 days) written notice to the other party. Such notice shall be provided by not later than July first for the following year.

8. General Provisions

- 8.1. 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.
- 8.2. This Agreement may be amended by mutual written agreement of the parties.
- 8.3. 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.
- 8.4. 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 (name of city)

King County Executive

Chief Executive Officer

Approved as to Form

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

MARINE PATROL - 1997**197 Projected Marine Patrol Costs**

197 Estimated Full Year Budget for Marine Patrol

964,636

Budget based on 4 month boating season

321,545

State Tax Revenue

(185,000)

Total Budget

136,545

Kirkland's share = 13% (based on #'s below)

17,749

Lake Forest's share = 4.1% (based on #'s below)

5,628

Redmond's share = 4.9% (based on #'s below)

6,705

Shoreline Feet and Incidents

King County

235,750

Kirkland

25,400

Lake Forest

10,475

Redmond

12,075

283,700

Shoreline Feet

% Share

Total Incidents

% Share

Total % Share

83.1%

2,513

72.8%

9.0%

588

17.0%

3.7%

157

4.6%

4.3%

192

5.6%

100.0%

3,450

100.0%

Incident numbers represent 5 month boating season (May - Sept) and are from 1996

Shoreline footage from Lt. Atchely memo from 3/29/95; King County = Lake Washington footage minus Kirkland, Lake Forest, Mercer Island; Lake Sammamish (minus Redmond), and Lake Sawyer.

Source for budget numbers: August 5, 1996 KC Police Services Notebook (orange book) prepared by Jon McCracken

| 1997 Hourly Cost of Boat | 1997 Hourly Cost per Officer | Minimum Charge | Notes |
|--------------------------|------------------------------|----------------|---------------------|
| 36 | 57 | 300 | Minimum charge is 2 |
| 36 | 57 | 529 | Minimum charge is 2 |

1997 Callout Charge for Marine Unit

1997 Callout Charge for Dive Unit