

07/22/99

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Clerk 08/03/99

Introduced By:

Rob McKenna
Larry Gossett

Proposed No.:

1999-0439

MOTION NO. 10764

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

WHEREAS, the city of Bellevue desires to provide supplemental marine patrol services on the navigable waters under the authority of the city, and

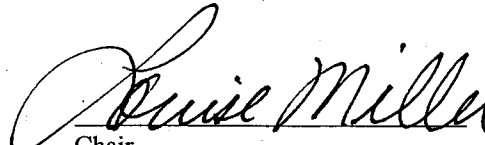
WHEREAS, the county has the resources to provide such marine patrol services;

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

The county executive is authorized to execute an interagency agreement, substantially in the form attached, with the city of Bellevue to provide marine patrol services.

PASSED by a vote of 13 to 0 this 27th day of September, 1999.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

- Attachments: A. Interlocal Agreement Between King County and the City of Bellevue Relating to Marine Patrol Services
- B. City of Bellevue Resolution No. 6323

ORIGINAL

FILED NO. 27199
CITY OF BELLEVUE

INTERLOCAL AGREEMENT BETWEEN DATE 5-18-99
KING COUNTY AND THE CITY OF BELLEVUE M. TAYLOR
RELATING TO MARINE PATROL SERVICES CITY CLERK'S OFFICE 1256323

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 Bellevue, 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 and 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. This will include setting buoys and maintaining the buoys during the boating season, in agreement with the City.
- 1.4. 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.

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, except for personnel assigned to the unit on a temporary basis by the City of Bellevue. Such personnel shall be referred back to their agency for standards of performance and discipline.
- 3.2. All persons rendering marine patrol services under this Agreement shall be for all purposes employees of the County, except as agreed to by the City of Bellevue to provide personnel to support the County marine unit during the boating season.

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, King County Sheriff's Office and County general overhead, less revenue received by the County for its share, and the share of its contracting cities, of the Vessel Registration Fee. The Vessel Registration Fee received by King County from Washington State, in accordance with RCW's 88.12.010 and 88.02.040 and WAC 35265, is allocated to cities with a Washington State approved Boaters Safety Program. The formula for distribution is based on the City's shoreline footage that is patrolled. The City's shoreline footage will be added to the County's total shoreline footage, and the Vessel Registration Fees will be used to offset the cost of the Sheriff's Marine Patrol Unit.
- 4.2. Exhibit A reports costs and allocation for 1999. 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. In 1999 the City of Bellevue, rather than making cash payments will provide in-kind service hours equivalent to the cost of the contract and as specified in the attached memo of understanding dated April 6, 1999, which is incorporated into this interlocal agreement as attachment B.

4.3. The estimated contract amount for 1999 is \$25,822 as shown in exhibit A.

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 in performing services pursuant to this agreement.
- 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 shall commence upon approval after May 15, 1999. The contract period shall continue until September 15, 1999, and shall be re-negotiated from year to year.

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 thirty days (30 days) written notice to other party.

8. General Provisions

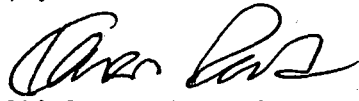
- 8.1. This Agreement supersedes any prior contract between the County and the City relating to marine patrol services. It is intended to express the entire agreement between the parties.
- 8.2. This Agreement may be amended by mutual written agreement of the parties.
- 8.3. No waiver by any party of any term or condition of this Agreement shall be deemed or construed 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 King County Sheriff's Office Chief of Field Operations or his/her designee and by designee of the City. Each party shall notify the other of its designee, at any time thereafter of a change in designee.

IN WITNESS WHEREOF the parties have executed this Agreement.

King County

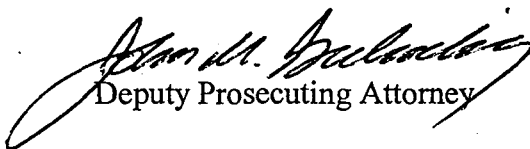
City of Bellevue

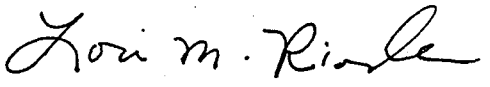
King County Executive


 Chief Executive Officer

Approved as to Form:

Approved as to Form:


 Deputy Prosecuting Attorney


 City Attorney

King County


 King County Sheriff

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 6323


A RESOLUTION authorizing the City Manager or his Designee to execute that certain Interlocal Agreement with King County for Marine Patrol Services for Lake Washington and Lake Sammamish.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute that certain Interlocal Agreement with King County for Marine Patrol Services for Lake Washington and Lake Sammamish, a copy of which Interlocal Agreement has been given Clerk's Receiving No. 27189.


Passed by the City Council this 17th day of May, 1999,
and signed in authentication of its passage this 17th day of May,
1999.

(SEAL)



Mike Creighton, Mayor

Attest:



Deputy City Clerk