



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 20, 2011

Ordinance 17113

Proposed No. 2011-0219.2

Sponsors Ferguson

1 AN ORDINANCE authorizing the county executive to
2 execute identical interlocal agreements between King
3 County and the cities of Lake Forest Park, Bellevue,
4 Redmond, Kirkland and Issaquah for marine patrol
5 services.

6 STATEMENT OF FACTS:

- 7 1. The cities of Lake Forest Park, Bellevue, Redmond, Kirkland and
8 Issaquah desire to provide marine patrol services in waters under
9 respective city jurisdiction. Marine patrol services will be provided on a
10 routine basis during the boating season, which is approximately May
11 through September. Before and after these dates, nonroutine services will
12 be available to these cities on a call-out basis.
- 13 2. The county has the ability to provide these marine policing and law
14 enforcement services.
- 15 3. Participation in the agreement is to the benefit of the citizens of King
16 County.

17 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY

18 SECTION 1. Findings of Fact:

19 A. The agreement provides for marine patrol services in selected waters under
20 city jurisdiction in Lake Sammamish and Lake Washington. The specific waters selected
21 are shown in the Cost Exhibit, which is attached as Attachment F to this ordinance.

22 B. The agreement states that one purpose of the agreement is to prevent law or
23 safety violations. Prevention is intended as a reference to the proactive patrolling
24 performed by the marine patrol, which has as one goal reducing the likelihood of law or
25 safety violations.

26 C. The agreement provides for maintenance on specified buoys. These have been
27 specified in aerial photographs previously shared with the cities. These photographs are
28 attached as Attachment G to this ordinance.

29 D. The agreement states that it is effective January 1, 2011. The intent of the
30 parties is to treat the provision of services and payment during 2011 under the terms of
31 this new agreement, rather than under any marine patrol agreements previously in effect.
32 Cities were provided with cost estimates consistent with this agreement and have agreed
33 to use this 2011 agreement for services and payment.

34 E. The agreement references several terms that are defined in the "Workload
35 Definitions" document, which is attached as Attachment H to this ordinance.

36 F. The agreement references annual billing of "the estimated contract amount".
37 The parties intend this to mean billing of the lesser of the estimate or the actual costs,
38 calculated as provided in the Cost Exhibit.

39 G. The agreement provides for its future amendment. Amendment of the annual
40 budget amount or water area served may be approved by each city and the sheriff, but all
41 other amendments would require county council approval.

42 H. The agreement's reference to the "annual budget amount" is intended to refer
43 to the Cost Estimate.

44 I. The agreement is solely for the benefit of each city and the county, and no
45 other person may acquire or have any right hereunder by virtue hereof. The agreement is
46 intended neither to protect any particular class of individuals or organizations nor to
47 create any private or public right of action for any person other than the city and the
48 county.

49 SECTION 2. The county executive is hereby authorized to execute interlocal
50 agreements with the cities of Lake Forest Park, Bellevue, Redmond, Kirkland and

51 Issaquah, in substantially the forms of the attachments to this ordinance.

52

Ordinance 17113 was introduced on 5/9/2011 and passed by the Metropolitan King County Council on 6/20/2011, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr.
McDermott
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON




Harry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 29 day of JUNE, 2011.



Dow Constantine, County Executive

Attachments: A. Interlocal Agreement - KC and the City of Lake Forest Park - Marine Patrol Services, 6-14-11, B. Interlocal Agreement- KC and the City of Bellevue - Marine Patrol Services, 6-14-11, C. Interlocal Agreement - KC and the City of Redmond - Marine Patrol Services, 6-14-11, D. Interlocal Agreement - KC and the City of Kirkland - Marine Patrol Services, 6-14-11, E. Interlocal Agreement - KC and the City of Issaquah - Marine Patrol Services, 6-14-11, F. 2011 Adopted Exhibit for Marine Patrol Services dated 6-14-11, G. shoreline and buoy maps for marine patrol services dated 6-14-11, H. Definitions of data collected for Marine Unit Contracts and Unincorporated Areas

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2011 JUN 30 PM 4:24
CLERK
KING COUNTY COUNCIL

**INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF LAKE FOREST PARK
RELATING TO MARINE PATROL SERVICES
6-14-11**

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 King County Sheriff's Office, hereinafter referred to as "KCSO," 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. KCSO Obligations

- 1.1. Routine Seasonal Patrol Services. The KCSO Marine Unit will provide routine seasonal proactive and responsive patrol services in selected waters under City jurisdiction in Lake Sammamish and/or Lake Washington for the purposes of enforcing applicable laws and ordinances, promoting boating safety, preventing law or safety violations, and responding to emergency calls for service. Routine patrol services will span the period of highest recreational boater activity for four consecutive months, beginning around the opening day of boating season (approximately from May 15 to September 15). Patrol shifts will emphasize afternoon and early evening hours of the boating season, although may be subject to interruption for boat repair and maintenance.
- 1.2. Non-Routine, Off-Season Response. The KCSO Marine Unit will provide non-routine, off-season responsive patrol services at the specific request of the City outside the boating season.
- 1.3. Buoy Maintenance. The KCSO Marine Unit will maintain, repair, and replace specified buoys in selected waters under City jurisdiction as needed throughout the year.
- 1.4. Service Statistics & Reports. The KCSO Marine Unit will provide the City with monthly, quarterly, or annual reports (according to the City's preference) of the marine patrol services provided and incidents occurring within City waters.

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 will, to the extent reasonable, bring local ordinances into conformity with applicable County boating ordinances to provide uniformity of regulation and enforcement on all waters.
3. Supervision and Personnel. The County is acting hereunder as an independent contractor so that:
- 3.1. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance will be governed entirely by the County.
- 3.2. Status of Employees. All persons rendering services under this Agreement will be for all purposes employees of the County.
- 3.3. Liabilities. All liabilities to employees of the County for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the County hereunder will be that of the County.
4. Compensation
- 4.1. Cost Development. The City will pay the County its share of the cost of marine patrol services, as indicated in the Cost Exhibit. Cost will include direct costs, Sheriff's Office and County general overhead, less revenue received by the County for the City's share of the Vessel Registration Fee. Cost will be based on the County's budget for marine patrol services and estimated boat tax revenue for the succeeding year.
- 4.2. Cost Exhibit Production. KCSO will develop and explain the city's cost share by updating the Cost Exhibit twice each year. Estimated costs will be sent to the city in the form of a "proposed" Cost Exhibit no later than October 15th each year for the subsequent year's cost. Actual costs will be sent to the city in the form of an "adopted" Cost Exhibit no later than April 15th each year. The two exhibits will be compared; the city will be billed the lesser of the two costs.
- 4.3. City Share Cost Model Calculation. The City's cost share will be determined as indicated in the Cost Exhibit. The City's workload share will be averaged with the City's freshwater shoreline footage share. The City's workload share will represent a 3-year rolling average of incidents. Incidents will include dispatched calls for service (DCFS) and on-views captured during the boating season months. Incidents will also include non-routine/off-season response and buoy maintenance incidents detailed in Section 4.4.
- 4.4. Non-Routine/Off-Season Response & Buoy Maintenance. Non-routine DCFS response generated by the City and the number of buoys on which maintenance is performed may be added to the City's workload share factored into the City share cost model calculation per Section 4.3.
- 4.5. Billing. The estimated contract amount will be billed annually by July 1. Payments will be made within 30 days after invoicing by the county.
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. If any such

cause, claim, suit, action or administrative proceeding is commenced, the City will 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 will satisfy the same, including all chargeable costs and attorney's fees.

- 5.2. The County will 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.

The County agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs will be recoverable from the County.

- 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 will 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 will satisfy the same.
- 5.4. The City will 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. The City agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs will be recoverable from the City.
- 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 will 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 will satisfy the same.

6. Duration

6.1. This agreement is effective January 1, 2011. The contract will renew automatically from year to year unless terminated by either party as provided herein.

7. Termination

7.1. For the purposes of this contract and for workload gathering, an operational service year will be considered as January 1st through December 31st of each year; Notice of intent to terminate will be given in writing no later than September 30th for termination beginning the subsequent operational year (January 1st).

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. However, any amendment to update specifically the annual budget amount or the specific water area selected by the City to be served by KCSO per Section 1.1 may be agreed to in writing by the City and the King County Sheriff.
- 8.3. No waiver by any party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor will 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 will be administered by the King County Sheriff or his/her designee and by designee of the City.

IN WITNESS WHEREOF the parties have executed this Agreement.

KING COUNTY

CITY OF LAKE FOREST PARK

King County Executive Date

Dan R. Hatala — 6/17/10
City Signature Date

King County Sheriff Date

INTERLOCAL AGREEMENT
 BETWEEN KING COUNTY AND THE CITY OF BELLEVUE
 RELATING TO MARINE PATROL SERVICES
 6-14-11

ORIGINAL

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 King County Sheriff's Office, hereinafter referred to as "KCSO," 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. KCSO Obligations

- 1.1. Routine Seasonal Patrol Services. The KCSO Marine Unit will provide routine seasonal proactive and responsive patrol services in selected waters under City jurisdiction in Lake Sammamish and/or Lake Washington for the purposes of enforcing applicable laws and ordinances, promoting boating safety, preventing law or safety violations, and responding to emergency calls for service. Routine patrol services will span the period of highest recreational boater activity for four consecutive months, beginning around the opening day of boating season (approximately from May 15 to September 15). Patrol shifts will emphasize afternoon and early evening hours of the boating season, although may be subject to interruption for boat repair and maintenance.
- 1.2. Non-Routine, Off-Season Response. The KCSO Marine Unit will provide non-routine, off-season responsive patrol services at the specific request of the City outside the boating season.
- 1.3. Buoy Maintenance. The KCSO Marine Unit will maintain, repair, and replace specified buoys in selected waters under City jurisdiction as needed throughout the year.
- 1.4. Service Statistics & Reports. The KCSO Marine Unit will provide the City with monthly, quarterly, or annual reports (according to the City's preference) of the marine patrol services provided and incidents occurring within City waters.

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.

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- 2.2. The City will, to the extent reasonable, bring local ordinances into conformity with applicable County boating ordinances to provide uniformity of regulation and enforcement on all waters.
3. Supervision and Personnel. The County is acting hereunder as an independent contractor so that:
- 3.1. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance will be governed entirely by the County.
- 3.2. Status of Employees. All persons rendering services under this Agreement will be for all purposes employees of the County.
- 3.3. Liabilities. All liabilities to employees of the County for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the County hereunder will be that of the County.
4. Compensation
- 4.1. Cost Development. The City will pay the County its share of the cost of marine patrol services, as indicated in the Cost Exhibit. Cost will include direct costs, Sheriff's Office and County general overhead, less revenue received by the County for the City's share of the Vessel Registration Fee. Cost will be based on the County's budget for marine patrol services and estimated boat tax revenue for the succeeding year.
- 4.2. Cost Exhibit Production. KCSO will develop and explain the city's cost share by updating the Cost Exhibit twice each year. Estimated costs will be sent to the city in the form of a "proposed" Cost Exhibit no later than October 15th each year for the subsequent year's cost. Actual costs will be sent to the city in the form of an "adopted" Cost Exhibit no later than April 15th each year. The two exhibits will be compared; the city will be billed the lesser of the two costs.
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- 4.5. Billing. The estimated contract amount will be billed annually by July 1. Payments will be made within 30 days after invoicing by the county.
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. If any such

cause, claim, suit, action or administrative proceeding is commenced, the City will 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 will satisfy the same, including all chargeable costs and attorney's fees.

- 5.2. The County will 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.

The County agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs will be recoverable from the County.

- 5.3. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City or the County, the County will 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 will satisfy the same.
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- 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 will 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 will satisfy the same.

**INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF REDMOND
RELATING TO MARINE PATROL SERVICES
6-14-11**

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 Redmond, 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 King County Sheriff's Office, hereinafter referred to as "KCSO," 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. KCSO Obligations

- 1.1. Routine Seasonal Patrol Services. The KCSO Marine Unit will provide routine seasonal proactive and responsive patrol services in selected waters under City jurisdiction in Lake Sammamish and/or Lake Washington for the purposes of enforcing applicable laws and ordinances, promoting boating safety, preventing law or safety violations, and responding to emergency calls for service. Routine patrol services will span the period of highest recreational boater activity for four consecutive months, beginning around the opening day of boating season (approximately from May 15 to September 15). Patrol shifts will emphasize afternoon and early evening hours of the boating season, although may be subject to interruption for boat repair and maintenance.
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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.

ORIGINAL

- 2.2. The City will, to the extent reasonable, bring local ordinances into conformity with applicable County boating ordinances to provide uniformity of regulation and enforcement on all waters.
3. Supervision and Personnel. The County is acting hereunder as an independent contractor so that:
- 3.1. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance will be governed entirely by the County.
- 3.2. Status of Employees. All persons rendering services under this Agreement will be for all purposes employees of the County.
- 3.3. Liabilities. All liabilities to employees of the County for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the County hereunder will be that of the County.
4. Compensation.
- 4.1. Cost Development. The City will pay the County its share of the cost of marine patrol services, as indicated in the Cost Exhibit. Cost will include direct costs, Sheriff's Office and County general overhead, less revenue received by the County for the City's share of the Vessel Registration Fee. Cost will be based on the County's budget for marine patrol services and estimated boat tax revenue for the succeeding year.
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cause, claim, suit, action or administrative proceeding is commenced, the City will 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 will satisfy the same, including all chargeable costs and attorney's fees.

- 5.2. The County will 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.

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- 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 will 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 will satisfy the same.
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6. Duration

6.1. This agreement is effective January 1, 2011. The contract will renew automatically from year to year unless terminated by either party as provided herein.

7. Termination

7.1. For the purposes of this contract and for workload gathering, an operational service year will be considered as January 1st through December 31st of each year. Notice of intent to terminate will be given in writing no later than September 30th for termination beginning the subsequent operational year (January 1st).

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. However, any amendment to update specifically the annual budget amount or the specific water area selected by the City to be served by KCSO per Section 1.1 may be agreed to in writing by the City and the King County Sheriff.

8.3. No waiver by any party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor will 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 will be administered by the King County Sheriff or his/her designee and by designee of the City.

IN WITNESS WHEREOF the parties have executed this Agreement.

KING COUNTY

CITY OF REDMOND

King County Executive Date

J. Marchione 7/14/10

City Signature Date

King County Sheriff Date

**INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF KIRKLAND
RELATING TO MARINE PATROL SERVICES**

6-14-11

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 Kirkland, 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 King County Sheriff's Office, hereinafter referred to as "KCSO," 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. KCSO Obligations

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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 will, to the extent reasonable, bring local ordinances into conformity with applicable County boating ordinances to provide uniformity of regulation and enforcement on all waters.
3. Supervision and Personnel. The County is acting hereunder as an independent contractor so that:
- 3.1. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance will be governed entirely by the County.
- 3.2. Status of Employees. All persons rendering services under this Agreement will be for all purposes employees of the County.
- 3.3. Liabilities. All liabilities to employees of the County for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the County hereunder will be that of the County.
4. Compensation
- 4.1. Cost Development. The City will pay the County its share of the cost of marine patrol services, as indicated in the Cost Exhibit. Cost will include direct costs, Sheriff's Office and County general overhead, less revenue received by the County for the City's share of the Vessel Registration Fee. Cost will be based on the County's budget for marine patrol services and estimated boat tax revenue for the succeeding year.
- 4.2. Cost Exhibit Production. KCSO will develop and explain the city's cost share by updating the Cost Exhibit twice each year. Estimated costs will be sent to the city in the form of a "proposed" Cost Exhibit no later than October 15th each year for the subsequent year's cost. Actual costs will be sent to the city in the form of an "adopted" Cost Exhibit no later than April 15th each year. The two exhibits will be compared; the city will be billed the lesser of the two costs.
- 4.3. City Share Cost Model Calculation. The City's cost share will be determined as indicated in the Cost Exhibit. The City's workload share will be averaged with the City's freshwater shoreline footage share. The City's workload share will represent a 3-year rolling average of incidents. Incidents will include dispatched calls for service (DCFS) and on-views captured during the boating season months. Incidents will also include non-routine/off-season response and buoy maintenance incidents detailed in Section 4.4.
- 4.4. Non-Routine/Off-Season Response & Buoy Maintenance. Non-routine DCFS response generated by the City and the number of buoys on which maintenance is performed may be added to the City's workload share factored into the City share cost model calculation per Section 4.3.
- 4.5. Billing. The estimated contract amount will be billed annually by July 1. Payments will be made within 30 days after invoicing by the county.
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. If any such

cause, claim, suit, action or administrative proceeding is commenced, the City will 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 will satisfy the same, including all chargeable costs and attorney's fees.

- 5.2. The County will 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.

The County agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs will be recoverable from the County.

- 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 will 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 will satisfy the same.
- 5.4. The City will 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. The City agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs will be recoverable from the City.
- 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 will 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 will satisfy the same.

6. Duration

6.1. This agreement is effective January 1, 2011. The contract will renew automatically from year to year unless terminated by either party as provided herein.

7. Termination

7.1. For the purposes of this contract and for workload gathering, an operational service year will be considered as January 1st through December 31st of each year. Notice of intent to terminate will be given in writing no later than September 30th for termination beginning the subsequent operational year (January 1st).

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. However, any amendment to update specifically the annual budget amount or the specific water area selected by the City to be served by KCSO per Section 1.1 may be agreed to in writing by the City and the King County Sheriff.
- 8.3. No waiver by any party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor will 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 will be administered by the King County Sheriff or his/her designee and by designee of the City.

IN WITNESS WHEREOF the parties have executed this Agreement.

KING COUNTY

CITY OF KIRKLAND

King County Executive Date

Marilynn Beard 6/30/10

City/Signature Date

King County Sheriff Date

**INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF ISSAQUAH
RELATING TO MARINE PATROL SERVICES
6-14-11**

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 Issaquah, 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 King County Sheriff's Office, hereinafter referred to as "KCSO," 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. KCSO Obligations

- 1.1. Routine Seasonal Patrol Services. The KCSO Marine Unit will provide routine seasonal proactive and responsive patrol services in selected waters under City jurisdiction in Lake Sammamish and/or Lake Washington for the purposes of enforcing applicable laws and ordinances, promoting boating safety, preventing law or safety violations, and responding to emergency calls for service. Routine patrol services will span the period of highest recreational boater activity for four consecutive months, beginning around the opening day of boating season (approximately from May 15 to September 15). Patrol shifts will emphasize afternoon and early evening hours of the boating season, although may be subject to interruption for boat repair and maintenance.
- 1.2. Non-Routine, Off-Season Response. The KCSO Marine Unit will provide non-routine, off-season responsive patrol services at the specific request of the City outside the boating season.
- 1.3. Buoy Maintenance. The KCSO Marine Unit will maintain, repair, and replace specified buoys in selected waters under City jurisdiction as needed throughout the year.
- 1.4. Service Statistics & Reports. The KCSO Marine Unit will provide the City with monthly, quarterly, or annual reports (according to the City's preference) of the marine patrol services provided and incidents occurring within City waters.

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 will, to the extent reasonable, bring local ordinances into conformity with applicable County boating ordinances to provide uniformity of regulation and enforcement on all waters.
3. Supervision and Personnel. The County is acting hereunder as an independent contractor so that:
- 3.1. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance will be governed entirely by the County.
- 3.2. Status of Employees. All persons rendering services under this Agreement will be for all purposes employees of the County.
- 3.3. Liabilities. All liabilities to employees of the County for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the County hereunder will be that of the County.
4. Compensation
- 4.1. Cost Development. The City will pay the County its share of the cost of marine patrol services, as indicated in the Cost Exhibit. Cost will include direct costs, Sheriff's Office and County general overhead, less revenue received by the County for the City's share of the Vessel Registration Fee. Cost will be based on the County's budget for marine patrol services and estimated boat tax revenue for the succeeding year.
- ~~4.2. Cost Exhibit Production. KCSO will develop and explain the city's cost share by updating the Cost Exhibit twice each year. Estimated costs will be sent to the city in the form of a "proposed" Cost Exhibit no later than October 15th each year for the subsequent year's cost. Actual costs will be sent to the city in the form of an "adopted" Cost Exhibit no later than April 15th each year. The two exhibits will be compared; the city will be billed the lesser of the two costs.~~
- 4.3. City Share Cost Model Calculation. The City's cost share will be determined as indicated in the Cost Exhibit. The City's workload share will be averaged with the City's freshwater shoreline footage share. The City's workload share will represent a 3-year rolling average of incidents. Incidents will include dispatched calls for service (DCFS) and on-views captured during the boating season months. Incidents will also include non-routine/off-season response and buoy maintenance incidents detailed in Section 4.4.
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- 4.5. Billing. The estimated contract amount will be billed annually by July 1. Payments will be made within 30 days after invoicing by the county.
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. If any such

cause, claim, suit, action or administrative proceeding is commenced, the City will 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 will satisfy the same, including all chargeable costs and attorney's fees.

- 5.2. The County will 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.

The County agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs will be recoverable from the County.

- 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 will 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 will satisfy the same.

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6. Duration

6.1. This agreement is effective January 1, 2011. The contract will renew automatically from year to year unless terminated by either party as provided herein.

7. Termination

7.1. For the purposes of this contract and for workload gathering, an operational service year will be considered as January 1st through December 31st of each year. Notice of intent to terminate will be given in writing no later than September 30th for termination beginning the subsequent operational year (January 1st).

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. However, any amendment to update specifically the annual budget amount or the specific water area selected by the City to be served by KCSO per Section 1.1 may be agreed to in writing by the City and the King County Sheriff.

8.3. No waiver by any party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor will 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 will be administered by the King County Sheriff or his/her designee and by designee of the City.

IN WITNESS WHEREOF the parties have executed this Agreement.

KING COUNTY

CITY OF ISSAQUAH

King County Executive Date

Ara Trisinger 6/24/10

City Signature Date

King County Sheriff Date

2011 Adopted Exhibit for Marine Patrol Services

This exhibit incorporates the cost model changes agreed to by Marine Contract Customers on 3/5/2010. See notes below.

Step 1: Cost Allocation

| | 2011 Adopted Budget |
|----------------------------------------------------------------------------------|---------------------|
| Marine Patrol Budget, Full Year | 1,107,210 |
| Marine Patrol Budget, Boating Season Allocation (full year/3) | 369,070 |
| Boat Tax Revenue (credited back to customers) | (135,858) |
| Net Marine Patrol Budget for boating season allocated to Marine Patrol Customers | 233,212 |

After the first year this cost model is implemented, this will be used to show year-to-year comparisons.

| Previous Year Comparison | |
|--------------------------|-----|
| TBD | TBD |
| TBD | TBD |
| TBD | TBD |
| TBD | TBD |

Step 2: Workload Allocation

| | Shoreline | % Shoreline | 3-Yr Incidents | % Incidents | % Share Total |
|----------------------------|-----------|-------------|----------------|-------------|---------------|
| Beaux Arts | 1,145 | 0.58% | 17 | 1.80% | 1.19% |
| Bellevue | 26,680 | 13.58% | 61 | 6.56% | 10.07% |
| Issaquah | 12,496 | 6.36% | 35 | 3.82% | 5.09% |
| Kenmore | 18,331 | 9.33% | 46 | 5.01% | 7.17% |
| Kirkland | 49,231 | 25.06% | 192 | 20.80% | 22.93% |
| Lake Forest Park | 11,132 | 5.67% | 31 | 3.39% | 4.53% |
| Redmond | 13,389 | 6.82% | 76 | 8.18% | 7.50% |
| Sammamish | 42,068 | 21.42% | 75 | 8.15% | 14.78% |
| Unincorporated King County | 21,969 | 11.18% | 391 | 42.29% | 26.73% |
| | 196,440 | 100.00% | 925 | 100.00% | 100.00% |

Previous Year Comparison

| | |
|-----|-----|
| TBD | TBD |
| TBD | TBD |
| TBD | TBD |
| TBD | TBD |
| TBD | TBD |
| TBD | TBD |
| TBD | TBD |
| TBD | TBD |
| TBD | TBD |

Step 3: Customer Costs

| | 2011 Adopted Costs |
|----------------------------|--------------------|
| Beaux Arts | 2,781 |
| Bellevue | 23,488 |
| Issaquah | 11,873 |
| Kenmore | 16,724 |
| Kirkland | 53,478 |
| Lake Forest Park | 10,559 |
| Redmond | 17,490 |
| Sammamish | 34,472 |
| Unincorporated King County | 62,348 |
| | 233,212 |

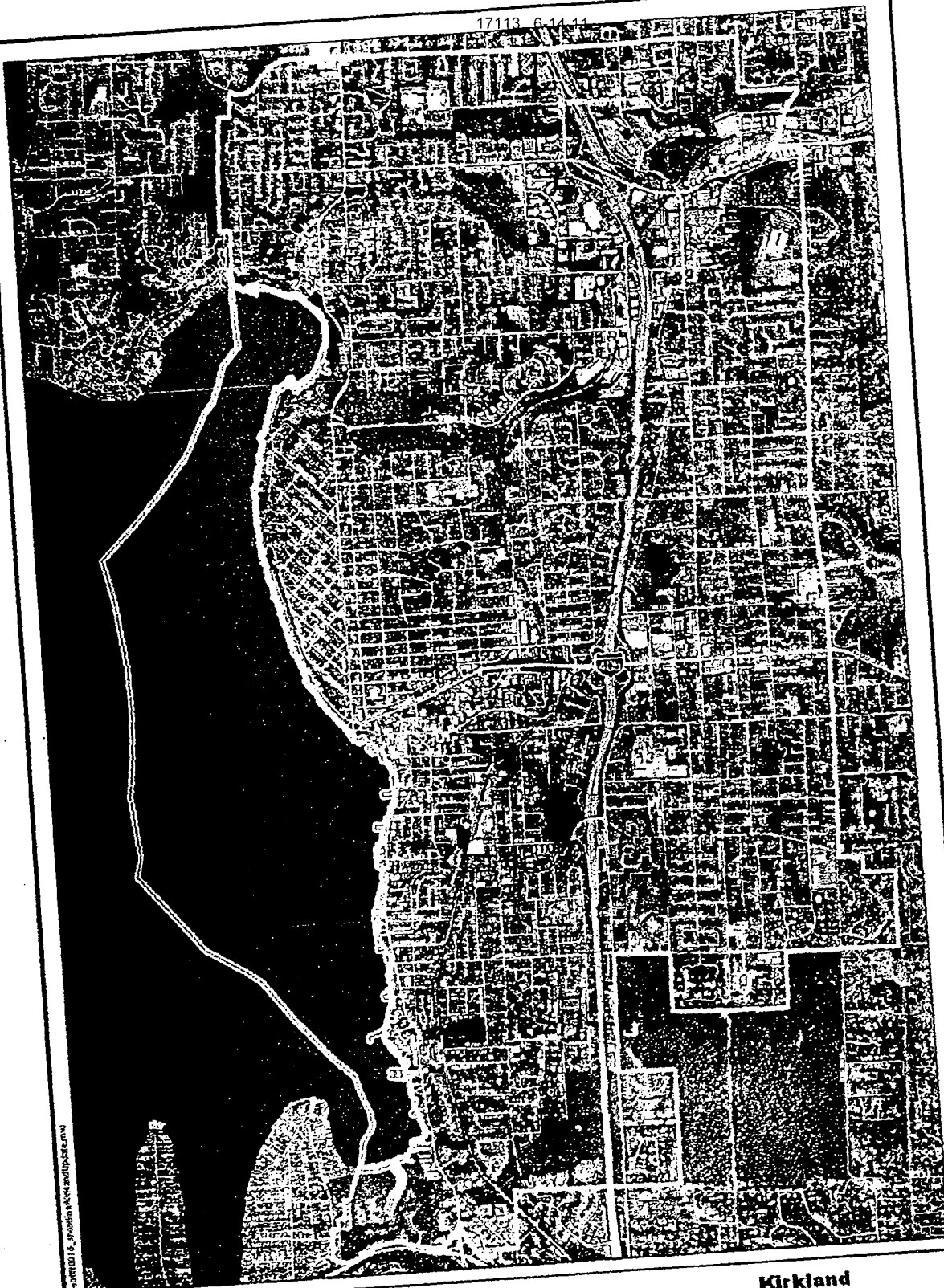
Previous Year Comparison

| | |
|-----|-----|
| TBD | TBD |
| TBD | TBD |
| TBD | TBD |
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

Notes:

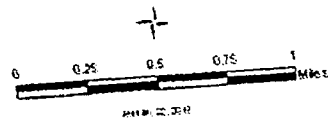
- "3-Yr incidents" above represents a 3-year rolling average of workload (DCFS + On-Views) using 2007-2009 workload. Future years will also include off-season incidents and number of buoys maintained.
- "Shoreline" above adds 20,123 feet of shoreline for Kirkland's annexation of the Juanita, Kingsgate, Finn Hill area. The same area is subtracted from Unincorporated King County shoreline footage. Kirkland's cost will be prorated slightly to reflect that the annexation does not take place until June 1, 2011, shortly after the boating season begins.
- Marine Contract Customers will be charged the lesser of the Proposed versus the Adopted cost.

17113 6-14-11



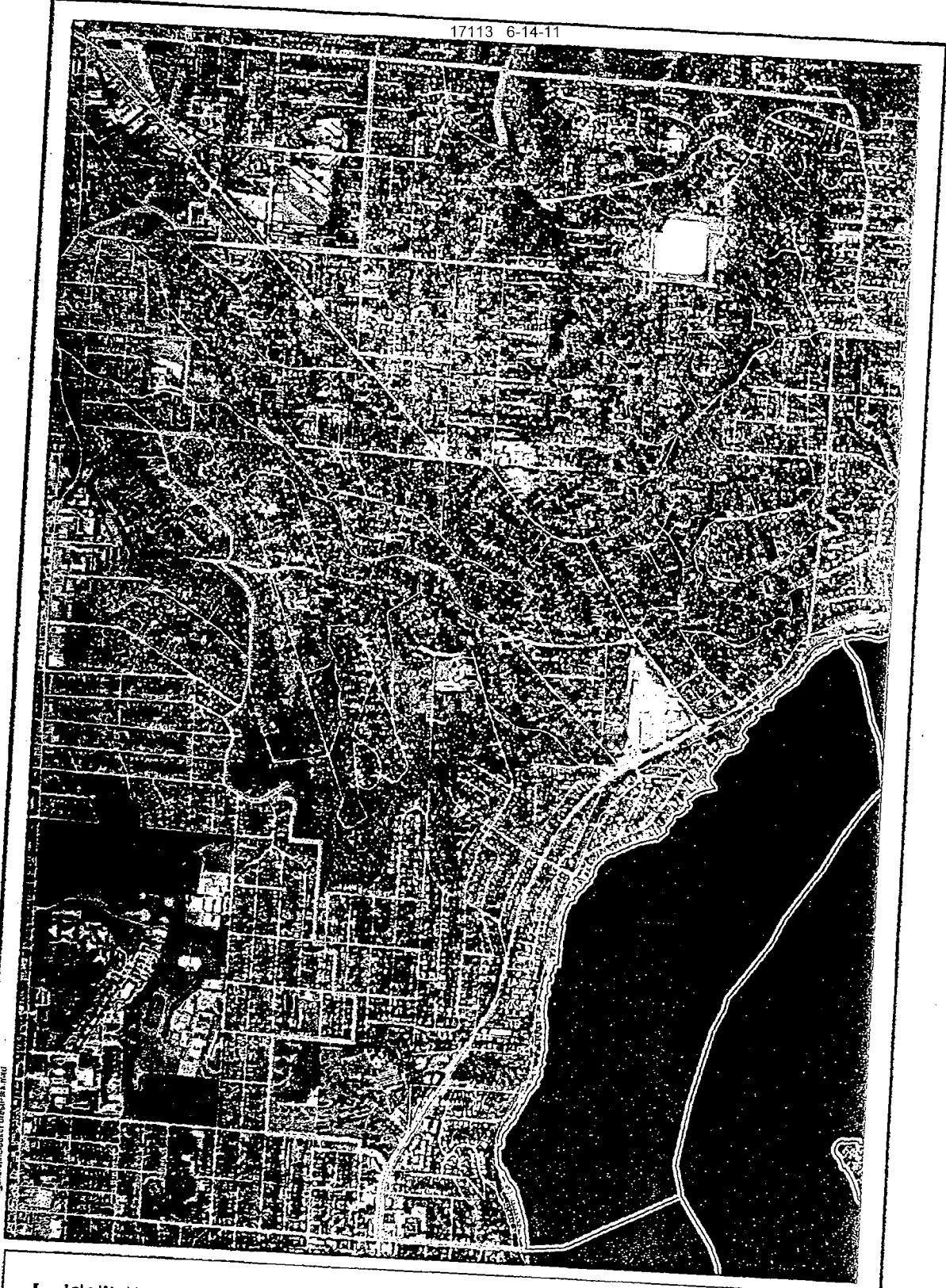
Altitude projection: NAD83, Zone 12N, UTM, Datum: NAD83, Spheroid: GRS80, Prime Meridian: Greenwich, Units: Meter

-  City Boundary
-  Waterbodies Within City Boundary






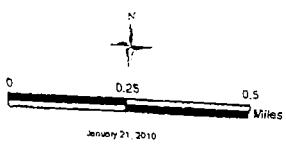
Kirkland Marine Shoreline





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-  Lake Washington Buoys
-  Waterbodies Within City Boundary
-  City Boundary

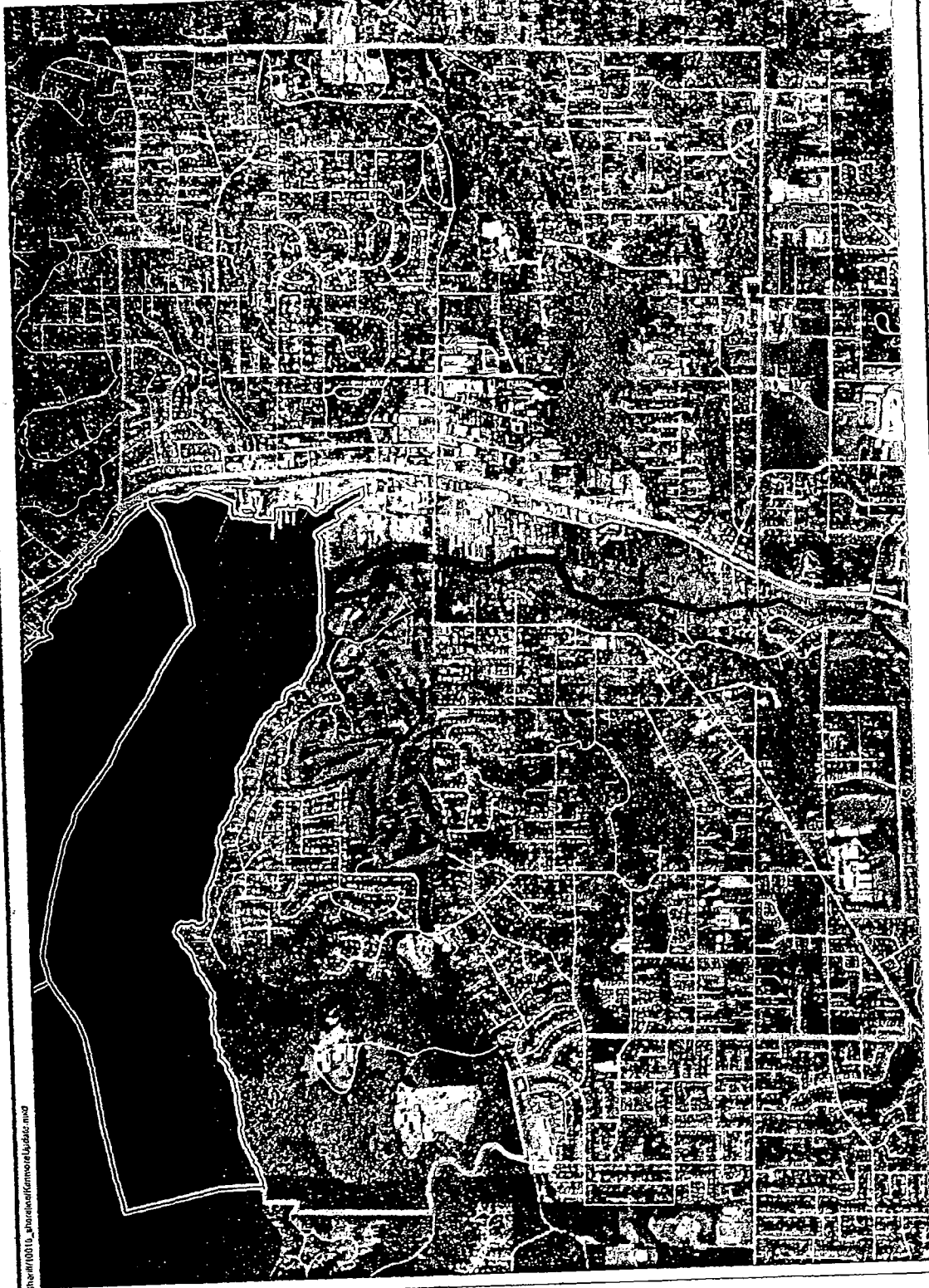


January 21, 2010

Lake Forest Park Marine Shoreline

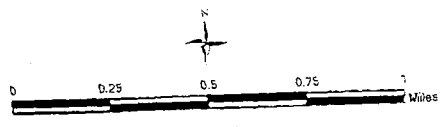


17113 6-14-11



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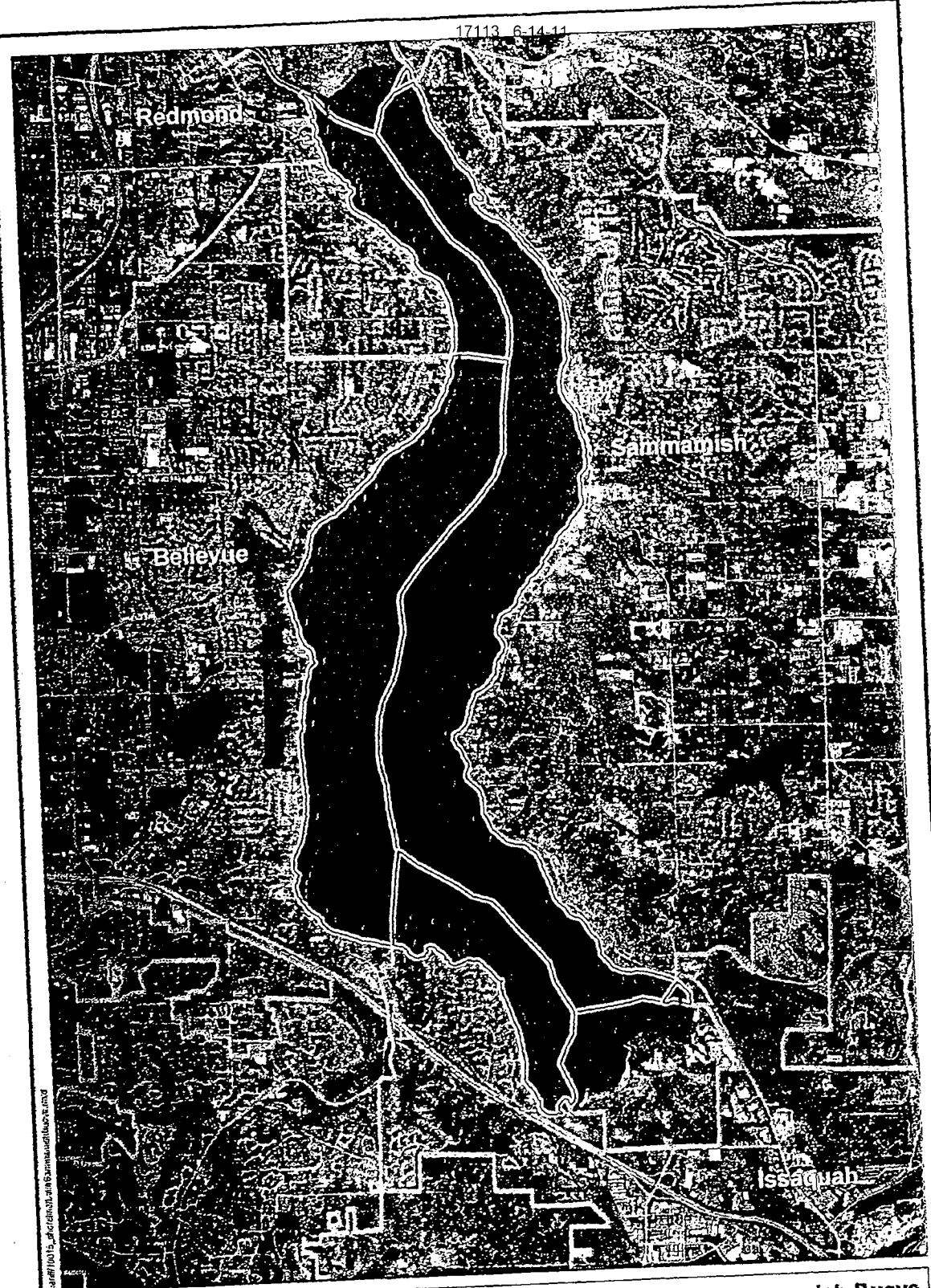
- Lake Washington Buoys
- ▭ City Boundary
- ▭ Waterbodies Within City Boundary



January 22, 2010

Kenmore Marine Shoreline

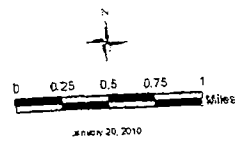




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Lake Sammamish Buoys

- Lake Sammamish Buoys
- City Boundary
- Waterbodies Within City Boundary



King County Sheriff's Office Marine Unit

Definitions of data collected for Marine Unit Contracts and Unincorporated Areas

| | TERM | DEFINITION |
|---------------------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Non-Chargeable Regional Services | Search and Rescue Events (SAR) | <p>"Search and Rescue" means the act of searching for, rescuing or recovering a person or persons who are lost, injured, or killed while outdoors or as a result of a natural, technological or human caused event including downed aircraft. See RCW 47.68. Subsections include the following incidents:</p> <ul style="list-style-type: none"> • SAR Fatalities: This number reflects the deaths that can be defined as a SAR event. Most usually a drowning in the lakes or rivers. Can be any type of SAR event from a swimming accident to a major disaster event. • SAR Dives: This identifies the number of times divers are deployed for a SAR. • SAR Person Rescue: A person on or near the water in life threatening circumstances. Examples of person rescue include swimmers, rafters, and tubers. • SAR Boat Rescue: A vessel in peril that needs immediate assistance to save life. |
| | Chargeable services: Used for cost purposes | DCFS |
| On-View | | <p>On-Views: On-views are events that are self-generated by law-enforcement officers. On-view work can result from deputy self observation or information received directly from other individuals. Pre-planned scheduled events such as community meetings or safety classes are also considered on-view work.</p> <p><i>Note: Some On-views may be additionally broken down and included in the following "other services" categories.</i></p> |
| Buoy Servicing | | Buoy Servicing: Maintenance of buoys and aids to navigation. This includes inspection, repair and replacement of buoys. |
| Other services provided with contract | Vessel | Vessel: Any watercraft used or capable of being used as a means of transportation on the water, other than a seaplane. It does not include inner tubes, air mattresses, small rafts and floatation devices or toys customarily used by swimmers. |
| | Vessel Accident | Vessel Accident: An incident that causes damage to a vessel or property and/or causes injury to person. |
| | Vessel Stop | Vessel stop: Law enforcement officer contact of a boater in a vessel. Vessel stops may lead to enforcement actions, such as a safety inspection or the issuing of a citation or warning. |
| | Enforcement Action | Enforcement Action: When law enforcement officers use their legal authority to investigate potential illegal activity. If an illegal activity is determined to have occurred, results from enforcement actions can include verbal warnings, the issuing of citations, physical arrests. |
| | Vessel Inspections | <p>Vessel Inspections: A visual examination of a vessel for compliance of water safety laws. Vessels may be examined to determine that they are sea worthy and/or to ensure they contain appropriate safety equipment such as horns, flares, engine venting systems, fire extinguishers, and life vests.</p> <p><i>Note: The inspection is recorded on a form which is sent to and used by the Washington State Parks Boating Program to track and monitor boater safety issues. Information gained through the forms helps State Parks focus safety education efforts on appropriate user groups.</i></p> |
| | Dive Calls | Dive Calls: When Marine Unit divers are deployed for dispatched, on-viewed, or follow-up calls. Examples of dive calls include evidence searches for a criminal investigation or to recover property, inspections for damage to docks or piers due to accidents, investigations into accidental or intentional sinking of vehicles or vessels in rivers or lakes, and underwater inspections for public safety or dignitary protection. |

King County Sheriff's Office Marine Unit
Definitions of data collected for Marine Unit Contracts and Unincorporated Areas

| | TERM | DEFINITION |
|---------------------------------------------------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Other services provided with contract (continued) | Boat Assist | Boat Assist: A vessel in need of assistance for non-life-threatening circumstances. Examples of boat assists include engine or propulsion failure, vessels that have run aground, or minor mechanical service help. |
| | Person Assist | Person Assist: A person or persons in need of assistance for non-life-threatening circumstances. Examples may include resident requests for information or directions, or helping rafters and swimmers back to shore. |
| | Citations/Notice of Infractions (NOI) | Citations/Notice of Infractions (NOI): Citations and Notice of Infractions (NOIs) (traffic or civil law) are written documents that give people notice that they have committed a violation of the law. Notices of infractions (NOIs) are used for violations of civil or non-criminal traffic law. Citations cover criminal misdemeanor or gross misdemeanor offenses. Citations may also be submitted directly to the courts to initiate legal proceedings against those suspected of committing an illegal act. |
| | Educational/Community Events | Educational/Community Events: Water safety education for local schools & groups. Examples include classroom presentations, education dives at the parks, and attendance at community events. |
| | Hazard removal | Hazard removal: Removal of debris that may constitute a danger to the boating community. |
| | Fatality | Fatality: Water-based death. |
| | Oil Spill Investigation | Oil Spill Investigation: The investigation of a reported, suspected, or active spill of oil into a body of water. |
| | Boating Under Influence (BUI) | Boating Under Influence (BUI): Operating a vessel under the influence of alcohol or a controlled substance. |
| | Overloading | Overloading: Operating a vessel over the authorized weight capacity. |
| | Personal Flotation Device (PFD) Use | Personal Flotation Device (PFD) Use: Failure to have the required number of PFDs on a vessel available for use or, when required, failure to wear them. |
| | Registration Violations | Registration Violations: Any violation dealing with vessel registration requirements. |
| | Speeding | Speeding: Operating a vessel over the legal speed limit. |
| | Water Skiing Violation | Water Skiing Violation: Violation of Washington State laws regulating water skiing. |
| | Swim Violation | Swim Violation: Swimming in violation of State or local laws. Examples include swimming in a designated "no swimming" area or swimming too far from shore. |