



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 25, 2011

Ordinance 17159

Proposed No. 2011-0295.1

Sponsors Hague

1 AN ORDINANCE authorizing the county executive to
2 execute an interlocal agreement between King County and
3 the Town of Yarrow Point for marine patrol services.

4 **STATEMENT OF FACTS:**

5 1. The Town of Yarrow Point desires to provide marine patrol services in
6 waters under town jurisdiction. Marine patrol services will be provided on
7 a routine basis during the boating season, which is approximately May
8 through September. Before and after these dates, nonroutine services will
9 be available to the town on a call-out basis.

10 2. The county has the ability to provide these marine policing and law
11 enforcement services.

12 3. Participation in the agreement is to the benefit of the citizens of King
13 County.

14 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY**

15 **SECTION 1. Findings:**

16 A. The agreement provides for marine patrol services in selected waters
17 under town jurisdiction in Lake Sammamish and Lake Washington. The specific
18 waters selected are shown in the cost exhibit, which is Attachment B to this
19 ordinance.

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

24 C. The agreement provides for maintenance on specified buoys. A list of
25 buoys to be maintained previously has been shared with the town is Attachment C
26 to this ordinance.

27 D. The agreement references several terms that are defined in the
28 workload definitions document, which is Attachment D to this ordinance.

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

32 F. The agreement's reference to the "annual budget amount" is intended to
33 refer to the cost estimate.

34 G. The agreement is solely for the benefit of each city and the county, and
35 no other person may acquire or have any right hereunder by virtue hereof. The
36 agreement is intended neither to protect any particular class of individuals or
37 organizations nor to create any private or public right of action for any person
38 other than the city and the county.

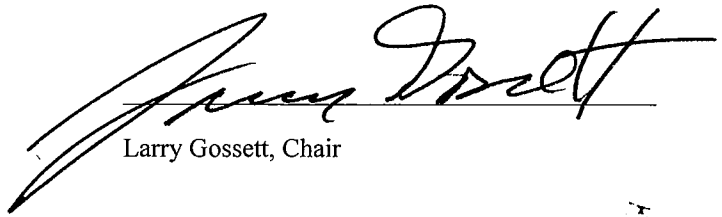
39 SECTION 2. The county executive is hereby authorized to execute an

40 interlocal agreement with the Town of Yarrow Point, in substantially the form of
41 Attachment A to this ordinance.
42

Ordinance 17159 was introduced on 7/5/2011 and passed by the Metropolitan King County Council on 7/25/2011, 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




Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 5 day of AUGUST, 2011.



Dow Constantine, County Executive

RECEIVED
2011 AUG -5 PM 3:58
CLERK
KING COUNTY COUNCIL

Attachments: A. Interlocal Agreement between King County and the town of Yarrow Point Relating to Marine Patrol Services, B. 2011 Adopted Exhibit for Marine Patrol Services, C. Yarrow Point buoys to be maintained under KCSO Contract for Marine Patrol Services, D. King County Sheriff's Office Marine Unit Definitions of data collected for Marine Unit Contracts and Unincorporated Areas

**INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE TOWN OF YARROW POINT
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 Town of Yarrow Point, a municipal corporation of the State of Washington, hereinafter referred to as the "Town."

WHEREAS, the Town 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 Town;

NOW THEREFORE, the County and Town 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 Town 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 Town outside the boating season.
- 1.3. Buoy Maintenance. The KCSO Marine Unit will maintain, repair, and replace specified buoys in selected waters under Town jurisdiction as needed throughout the year.
- 1.4. Service Statistics & Reports. The KCSO Marine Unit will provide the Town with monthly, quarterly, or annual reports (according to the Town's preference) of the marine patrol services provided and incidents occurring within Town waters.

2. Town Obligations

- 2.1. The Town confers municipal police authority on County officers engaged pursuant to this Agreement in enforcing State and Town ordinances within Town waters for the purposes of carrying out this Agreement.

- 2.2. The Town 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 Town 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 Town'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 Town's cost share by updating the Cost Exhibit twice each year. Estimated costs will be sent to the Town 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 Town in the form of an "adopted" Cost Exhibit no later than April 15th each year. The two exhibits will be compared; the Town will be billed the lesser of the two costs.
- 4.3. Town Cost Share Calculation. The Town's cost share will be determined as indicated in the Cost Exhibit. The Town's workload incident share will be averaged with the Town's freshwater shoreline footage share. Workload incidents will include dispatched calls for service (DCFS) and on-views captured during the boating season months. Workload incidents will also include non-routine/off-season response and buoy maintenance incidents detailed in Section 4.4.
- Until a full year's worth of actual workload incident counts have been collected for the Town, an estimate of the Town's workload incident counts will be used to calculate costs. When a full year of actual workload incident counts have been collected, this number will be used to calculate costs. When two years of actual workload incident counts have been collected, a two-year average of workload incident counts will be used to calculate costs. Thereafter, the Town's workload share will represent a 3-year rolling average of workload incidents.
- 4.4. Non-Routine/Off-Season Response & Buoy Maintenance. Non-routine DCFS response generated by the Town and the number of buoys on which maintenance is performed may be added to the Town's workload share factored into the Town share cost model calculation per Section 4.3.

- 4.5. Billing. The contract amount will be billed annually by July 1, except in the first year of this contract where the contract amount will be billed within 30 days after the effective date. 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 Town from any liability or responsibility which arises in whole or in part from the existence, validity or effect of Town ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, the Town will defend the same at its sole expense and if judgment is entered or damages are awarded against the Town, the County, or both, the Town will satisfy the same, including all chargeable costs and attorney's fees.
- 5.2. The County will indemnify and hold harmless the Town 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 Town only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Town 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 Town or the Town and the County, the County will defend the same at its sole cost and expense; and if final judgment be rendered against the Town and its officers, agents, and employees or jointly against the Town and the County and their respective officers, agents, and employees the County will satisfy the same.
- 5.4. The Town 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 Town, its officers, agents, and employees. The Town 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 Town, 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 Town.
- 5.5. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County or the Town and the County, the Town will defend the same at its sole cost and

2011 Adopted Exhibit for Marine Patrol Services

17159

This exhibit incorporates the cost model changes agreed to by Marine Contract Customers on 3/5/2010. See notes below.
Revised 6/21/2011 to include Yarrow Point.

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
<u>Boat Tax Revenue (credited back to customers)</u>	<u>(135,858)</u>
Net Marine Patrol Budget for boating season allocated to Marine Patrol Customers	233,212

Step 2: Workload Allocation

	Shoreline	% Shoreline	3-Yr Incidents	% Incidents	% Share Total
Beaux Arts	1,145	0.56%	17	1.72%	1.14%
Bellevue	26,680	13.06%	61	6.24%	9.65%
Issaquah	12,496	6.12%	35	3.64%	4.88%
Kenmore	18,331	8.98%	46	4.77%	6.87%
Kirkland	49,231	24.11%	192	19.80%	21.95%
Lake Forest Park	11,132	5.45%	31	3.23%	4.34%
Redmond	13,389	6.56%	76	7.79%	7.17%
Sammamish	42,068	20.60%	75	7.75%	14.18%
Yarrow Point	7,783	3.81%	47	4.82%	4.32%
<u>Unincorporated King County</u>	<u>21,969</u>	<u>10.76%</u>	<u>391</u>	<u>40.25%</u>	<u>25.50%</u>
	204,223	100.00%	971	100.00%	100.00%

Step 3: Customer Costs

	Updated revised cost	Previous cost sent to cities	Difference
Beaux Arts	2,654	2,781	(127)
Bellevue	22,515	23,488	(972)
Issaquah	11,376	11,873	(497)
Kenmore	16,028	16,724	(696)
Kirkland	51,195	53,478	(2,283)
Lake Forest Park	10,117	10,559	(442)
Redmond	16,727	17,490	(763)
Sammamish	33,062	34,472	(1,410)
Yarrow Point	10,064	-	-
<u>Unincorporated King County</u>	<u>59,474</u>	<u>62,348</u>	<u>(2,874)</u>
	233,212	233,212	0

Notes:

- "3-Yr Incidents" above (except Yarrow Point) 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.
- Yarrow Point new customer in 2011. Incidents shown here are estimates. Future years costs will be based on actual workload.
- "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.

Yarrow Point buoys to be maintained under KCSO Contract for Marine Patrol Services

Yarrow Point Buoy #1

Type: White plastic- No Wake 8 MPH
Location: N 47*38.988 W 122*12.660
Depth: 10'
Condition: OK

Yarrow Point Buoy # 2

Type: Aluminum-Slow 8 MPH
Location: N 47*39.177 W 122*12.723
Depth: 29'
Condition: OK

Yarrow Point Buoy # 3

Type: Aluminum- No Wake Slow 8 MPH
Location: N 47*39.245 W 122*12.831
Depth: 34'
Condition: OK- Slight Mercer Island Lean

Yarrow Point Buoy # 4

Type: White Plastic- No Wake 8 MPH
Location: N 47*39.009 W 122*13.302
Depth: 39'
Condition: Cracked, needs to be replaced

Yarrow Point Buoy # 5

Type: Aluminum- No Wake 8 MPH
Location: N 47*38.775 W 122*13.412
Depth: 34'
Condition: OK

Yarrow Point Buoy # 6

Type: Aluminum- Slow 8 MPH
Location: N 47*38.625 W 122*13.436
Depth: 20'
Condition: OK

Yarrow Point Buoy # 7

Type: White Plastic Can- No Wake 8 MPH
Location: N 47*38.465 W 122*13.474
Depth: 8'
Condition: Cracked, needs to be replaced

Yarrow Point Buoy # 8

Type: Aluminum- Slow 8 MPH
Location: 47.65371N 122.21727W
Depth: 26'
Condition: Missing

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	Dispatched calls for service (DCFS): Includes reports of incidents that that are received by the King County Communications Center and dispatched to deputies.
	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.

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.