



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**December 4, 2018**

**Ordinance 18842**

**Proposed No. 2018-0362.1**

**Sponsors Gossett and Dembowski**

1           AN ORDINANCE authorizing the county executive to  
2           execute an interlocal agreement between King County and  
3           the city of Lake Forest Park for marine patrol services.

4           **STATEMENT OF FACTS:**

5           1. The city of Lake Forest Park desires to provide marine patrol services  
6           in waters under its jurisdiction. Marine patrol services will be provided on a  
7           routine basis during the boating season, which is approximately May  
8           through September. Before and after those dates, nonroutine services will  
9           be available to the city 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 under  
17          city jurisdiction in Lake Sammamish and Lake Washington. The specific waters selected  
18          are shown in the aerial photograph attached as Attachment B to this ordinance.

19          B. The agreement states that one purpose of the agreement is to prevent law or

20 safety violations. Prevention is intended as a reference to the proactive patrolling  
21 performed by the marine patrol, which has one goal reducing the likelihood of law or  
22 safety violations.

23 C. The agreement provides for maintenance on specific buoys. The buoys have  
24 been specified in an aerial photograph previously shared with the city. The photograph is  
25 attached as Attachment B to this ordinance.

26 D. The agreement states that it is effective April 1, 2018. The intent of the  
27 parties is to treat the provision of services and payment from April 1, 2018, forward.  
28 Lake Forest Park was provided with cost estimates consistent with the agreement and has  
29 agreed to use the agreement for services and payment from April 1, 2018, forward.

30 E. The agreement references several terms that are defined in the "King County  
31 Sheriff's Office Marine Unit Definitions of Data Collected for Marine Unit Contracts and  
32 Unincorporated Areas" document, which has been attached as Attachment C to this  
33 ordinance.

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

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

41 H. The agreement's reference to the "annual budget amount" is intended to refer  
42 to the Cost Exhibit in Attachment A to this ordinance.

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

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

49 agreement with the city of Lake Forest Park in substantially the form of Attachment A to  
50 this ordinance.  
51

Ordinance 18842 was introduced on 7/30/2018 and passed by the Metropolitan King County Council on 12/3/2018, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,  
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles  
and Ms. Balducci  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Joseph McDermott, Chair

ATTEST:

Melani Pedroza, Clerk of the Council



RECEIVED  
2018 DEC 13 AM 9:53  
CLERK  
KING COUNTY COUNCIL

APPROVED this 10 day of DECEMBER 2018.

Dow Constantine, County Executive

**Attachments:** A. Interlocal Agreement Between King County and the City of Lake Forest Park Relating to Marine Patrol Services, B. Aerial Photograph - Lake Forst Park Marine Shoreline, C. 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 CITY OF LAKE FOREST PARK  
RELATING TO MARINE PATROL SERVICES**

THIS IS AN AGREEMENT between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Lake Forest Park, a municipal corporation of the State of Washington, hereinafter referred to as the "City."

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

WHEREAS, the 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 15<sup>th</sup> 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 15<sup>th</sup> 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.

5.6. In the event any such liability arises from the concurrent negligence of the indemnifying party and the other party, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying party and its actors.

6. Duration

6.1. This Agreement is effective from April 1, 2018 through December 31, 2018. This agreement will renew automatically from year to year, beginning January 1<sup>st</sup> each 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 1<sup>st</sup> through December 31<sup>st</sup> of each year. Notice of intent to terminate will be given in writing no later than September 30<sup>th</sup> for termination beginning the subsequent operational year (January 1<sup>st</sup>).

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

  
Mayor Jeff Johnson

\_\_\_\_\_  
Date

3/22/18

\_\_\_\_\_  
King County Sheriff

\_\_\_\_\_  
Date

MAIL TO:  
KING COUNTY SHERIFF'S OFFICE  
ATTN: ROCIO GODINEZ  
TECHNICAL SERVICES DIVISION  
516 THIRD AVENUE, W116  
SEATTLE, WA 98104



## COST EXHIBIT TO INTERLOCAL AGREEMENT

**2018 Proposed Exhibit for Marine Patrol Services****Step 1: Cost Allocation**

	2018 Proposed Budget
Marine Patrol Budget, Full Year	1,352,782
Marine Patrol Budget, Boating Season Allocation (full year/3)	450,927
Boat Tax Revenue (credited back to customers)	(79,570)
<b>Net Marine Patrol Budget for boating season allocated to Marine Patrol Customers</b>	<b>371,357</b>

**Step 2: Workload Allocation**

	Shoreline	% Shoreline	3-Yr Incidents	% Incidents	% Share Total
Beaux Arts	1,145	0.53%	10	1.50%	1.02%
Bellevue	26,680	12.39%	55	8.24%	10.32%
Issaquah	20,966	9.74%	18	2.70%	6.22%
Kenmore	18,331	8.51%	54	8.09%	8.30%
Kirkland	49,231	22.86%	250	37.48%	30.17%
Lake Forest Park (start 4/1/18)	11,132	5.17%	10	1.56%	3.37%
Redmond	13,389	6.22%	34	5.15%	5.68%
Sammamish	42,068	19.53%	64	9.59%	14.56%
Yarrow Point	7,783	3.61%	34	5.05%	4.33%
Unincorporated King County	24,631	11.44%	138	20.64%	16.04%
	215,355	100.00%	667	100.00%	100.00%

**Step 3: Customer Costs**

	2017A	2018P	Due to change in workload difference
Beaux Arts	2,904	3,770	866
Bellevue	34,517	38,312	3,795
Issaquah	28,185	23,087	(5,098)
Kenmore	30,268	30,835	567
Kirkland	108,476	112,032	3,556
Lake Forest Park (start 4/1/18)	0	12,500	NA
Redmond	19,744	21,100	1,356
Sammamish	48,503	54,085	5,582
Yarrow Point	13,602	16,081	2,479
Unincorporated King County	55,897	59,555	3,658
	342,097	371,357	29,261

**Notes:**

- "3-Yr Incidents" represents a 3-year rolling average of workload (DCFS + on-views + buoy work) using 2014-2016 workload.
- 2018 Adopted Exhibit will be sent in the spring. Per the contract, you are charged the lesser of two amounts between Proposed and Adopted.
- Lake Forest Park is starting marine policing services on 4/1/2018.



KING COUNTY SHERIFF'S OFFICE  
516 Third Avenue, W-116  
Seattle, WA 98104

Mitzi G. Johanknecht  
Sheriff

May 18, 2018

Chief Steve Sutton  
Chief of Police  
Lake Forest Park Police Department  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

RE: 2018 ADOPTED COSTS FOR MARINE POLICING SERVICES

Dear Chief Sutton,

We are delighted to have you back as a Marine service contract, effective 4/1/2018. Attached please find the 2018 Adopted costs for King County Sheriff's Office marine law enforcement services, in the amount of \$11,919. Per our agreement, you pay the lesser of the Proposed versus Adopted costs. Proposed costs were in the amount of \$12,500, so your final 2018 cost to be billed is \$11,919.

If you have any questions about this exhibit, please contact Anita Clouse at (206) 263-2548. If you have any questions about the services we provide, please contact Marine Unit Sergeant Mark Rorvik at (206) 477-3791. Thank you for partnering with us to provide marine law enforcement services to Lake Forest Park.

Sincerely,

A handwritten signature in black ink that reads "Jason S. King".

Jason S. King  
KCSO Chief Financial Officer

Enclosure

cc: File Copies: King County Sheriff's Office Contracts & Budgeting Units

## 2018 Adopted Exhibit for Marine Patrol Services

### Step 1: Cost Allocation

	2018 Adopted Budget
Marine Patrol Budget, Full Year	1,301,014
Marine Patrol Budget, Boating Season Allocation (full year/3)	433,671
Boat Tax Revenue (credited back to customers)	(79,570)
Net Marine Patrol Budget for boating season allocated to Marine Patrol Customers	354,101

### Step 2: Workload Allocation

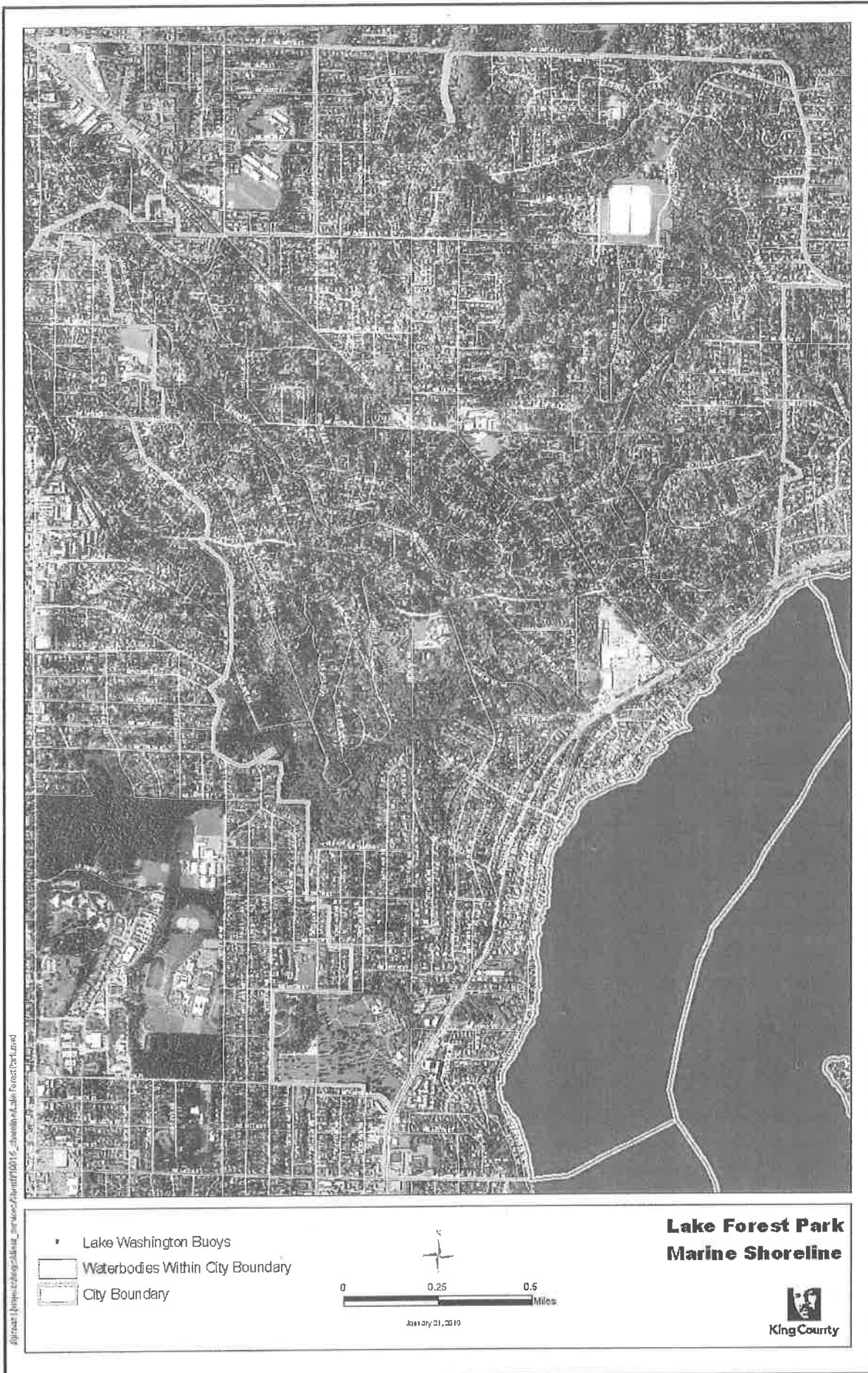
	Shoreline	% Shoreline	3-Yr Incidents	% Incidents	% Share Total
Beaux Arts	1,145	0.53%	10	1.50%	1.02%
Bellevue	26,680	12.39%	55	8.24%	10.32%
Issaquah	20,966	9.74%	18	2.70%	6.22%
Kenmore	18,331	8.51%	54	8.09%	8.30%
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Sammamish	42,068	19.53%	64	9.59%	14.56%
Yarrow Point	7,783	3.61%	34	5.05%	4.33%
Unincorporated King County	24,631	11.44%	138	20.64%	16.04%
	215,355	100.00%	667	100.00%	100.00%

### Step 3: Customer Costs

	2017A	2018P	2018A	Adopted Cost is LOWER 2018A vs 2018P
Beaux Arts	2,904	3,770	3,595	(175)
Bellevue	34,517	38,312	36,532	(1,780)
Issaquah	28,185	23,087	22,014	(1,073)
Kenmore	30,268	30,835	29,402	(1,433)
Kirkland	108,476	112,032	106,826	(5,206)
Lake Forest Park (start 4/1/18)	0	12,500	11,919	(581)
Redmond	19,744	21,100	20,120	(980)
Sammamish	48,503	54,085	51,572	(2,513)
Yarrow Point	13,602	16,081	15,334	(747)
Unincorporated King County	55,897	59,555	56,787	(2,767)
	342,097	371,357	354,101	12,005

#### Notes:

- "3-Yr Incidents" represents a 3-year rolling average of workload (DCFS + on-views + buoy work) using 2014-2016 workload.
- 2018 Adopted Exhibit is produced in the spring. Per the contract, you are charged the lesser of two amounts between Proposed and Adopted.
- Lake Forest Park is starting marine policing services on 4/1/2018.



AERIAL PHOTOGRAPH

**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"> <li>• <b>SAR Fatalities:</b> 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.</li> <li>• <b>SAR Dives:</b> This identifies the number of times divers are deployed for a SAR.</li> <li>• <b>SAR Person Rescue:</b> A person on or near the water in life threatening circumstances. Examples of person rescue include swimmers, rafters, and tubers.</li> <li>• <b>SAR Boat Rescue:</b> A vessel in peril that needs immediate assistance to save life.</li> </ul>
Chargeable services: Used for cost purposes	DCFS	<b>Dispatched calls for service (DCFS):</b> Includes reports of incidents that that are received by the King County Communications Center and dispatched to deputies.
	On-View	<p><b>On-Views:</b> 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	<b>Buoy Servicing:</b> Maintenance of buoys and aids to navigation. This includes inspection, repair and replacement of buoys.
Other services provided with contract	Vessel	<b>Vessel:</b> 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	<b>Vessel Accident:</b> An incident that causes damage to a vessel or property and/or causes injury to person.
	Vessel Stop	<b>Vessel stop:</b> 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	<b>Enforcement Action:</b> 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><b>Vessel Inspections:</b> 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	<b>Dive Calls:</b> 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
<b>Other services provided with contract (continued)</b>	Boat Assist	<b>Boat Assist:</b> 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	<b>Person Assist:</b> 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)	<b>Citations/Notice of Infractions (NOI):</b> 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	<b>Educational/Community Events:</b> Water safety education for local schools & groups. Examples include classroom presentations, education dives at the parks, and attendance at community events.
	Hazard removal	<b>Hazard removal:</b> Removal of debris that may constitute a danger to the boating community.
	Fatality	<b>Fatality:</b> Water-based death.
	Oil Spill Investigation	<b>Oil Spill Investigation:</b> The investigation of a reported, suspected, or active spill of oil into a body of water.
	Boating Under Influence (BUI)	<b>Boating Under Influence (BUI):</b> Operating a vessel under the influence of alcohol or a controlled substance.
	Overloading	<b>Overloading:</b> Operating a vessel over the authorized weight capacity.
	Personal Flotation Device (PFD) Use	<b>Personal Flotation Device (PFD) Use:</b> Failure to have the required number of PFDs on a vessel available for use or, when required, failure to wear them.
	Registration Violations	<b>Registration Violations:</b> Any violation dealing with vessel registration requirements.
	Speeding	<b>Speeding:</b> Operating a vessel over the legal speed limit.
	Water Skiing Violation	<b>Water Skiing Violation:</b> Violation of Washington State laws regulating water skiing.
	Swim Violation	<b>Swim Violation:</b> Swimming in violation of State or local laws. Examples include swimming in a designated "no swimming" area or swimming too far from shore.