

15173

36953 DATE 01.25.05 TOC 05-1

2005 Attachment 133

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF BELLEVUE
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 Bellevue, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

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

WHEREAS, the County has established and maintains a marine patrol service on the waters of unincorporated King County which can also service the waters under the authority of the city;

NOW Therefore, the County and City hereby agree:

1. County Obligations

- 1.1. Through its Marine Patrol Unit the County will provide routine patrol of waters under the authority of the County and City as described in Section 1.3 for the purposes of enforcing applicable laws and ordinances, promoting boating safety, and preventing law or safety violations, including responding to emergency complaints in accordance with standard emergency dispatch protocol.
- 1.2. Routine patrol services will be provided for the boating season beginning with opening day and continuing for four months (approximately from May 15 to September 15).
- 1.3. Routine patrol services shall be provided in water areas under jurisdiction of the City, consisting of marine vessels on Lake Sammamish and on Lake Washington rendering service of the same level, degree and type as rendered by the County during the duration of this Agreement in the waters of unincorporated King County, provided that marine patrol services shall be subject to interruption for boat repair and maintenance. The shifts shall emphasize afternoon and early evening hours of the boating season.
- 1.4. At the specific request of the City, provide patrol services and/or respond to emergencies at times other than those of the daily boating season shift and outside the boating season. Payment for these additional services shall be made as described in Section 4.3 below.
- 1.5. Provide the City with a report of the marine patrol services rendered within City waters, including number of calls for service (dispatched and on-view), number and type of citations and warnings issued, safety checks made.

2. City Obligations

- 2.1. The City confers municipal police authority on County officers engaged pursuant to this Agreement in enforcing State and City ordinances within City waters for the purposes of carrying out this Agreement.
- 2.2. The City shall, to the extent reasonable feasible and with all due consideration for local circumstances, bring local ordinances into conformity with applicable County boating ordinances to provide uniformity of regulation and enforcement on all waters, including making it unlawful for any person to moor, store, or operate a vessel, the use of which is subject to King County Ordinance 6595, as amended, within the City's jurisdiction without displaying evidence of compliance with that Ordinance and providing that any fines collected for violation of such a section of the City's code shall be in addition to the tax required.

3. Supervision and Personnel. 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 shall be governed entirely by the County.
- 3.2. Status of Employees. All persons rendering services under this Agreement shall 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 shall be that of the County.

4. Compensation

- 4.1. Routine Marine Patrol Services. The City shall pay the County a share of the costs of marine patrol services allocated based on the city's portion of the overall County calls for service and on-view incidents and freshwater shoreline, as shown in Exhibit A. The costs shall include direct costs, Sheriff's Office and County general overhead, less revenue received by the County for its share of the Vessel Registration Fee. Exhibit A reports estimated costs and allocation for 2005. Both calls for service and cost shall be updated each calendar year. The calls for service for each year shall be those from the previous year's boating season. Cost will be based on the County's adopted budget for marine patrol services and estimated boat tax revenue, for the succeeding year.
- 4.2. The estimated contract amount for 2005 is \$58,249 as shown in Exhibit A. The County agrees to revise this amount annually following the King County Council's adoption of the Annual County budget. The County will provide the City by April 15 of the year for which the budget has been adopted a revised estimated agreement amount, if it is less than the amount shown in Exhibit A.
- 4.3. For 2005 the County shall bill the City monthly for non-routine services (as described in Section 1.4) at the rate of approximately \$66 per hour per officer plus the hourly cost of the boat, starting at the time of call-out of marine patrol officers for a minimum call-out of two hours. Actual hourly rates, based on the adopted budget, shall be provided to the city by May 15 of

each year. Should the services affect more than one jurisdiction, the County shall negotiate the allocation of the costs with the City and the other affected jurisdictions.

- 4.4. The estimated contract amount shall be billed monthly in 4 equal amounts beginning in May. Payments shall be made within 30 days after invoicing by the county.

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 shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

- 5.2. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the County, its officers, agents, and employees in performing services pursuant to this agreement.

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 shall 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 shall defend the same at its sole cost and expense; and if final judgment be rendered against the City and its officers, agents, and employees or jointly against the City and the County and their respective officers, agents, and employees the County shall satisfy the same.

- 5.4. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the City, its officers, agents, and employees. 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 shall 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 shall defend the same at its sole cost and expense;

and if final judgment be rendered against the County, and its officers, agents, and employees or jointly against the County and the City and their respective officers, agents, and employees the City shall satisfy the same.

6. Duration

6.1. This agreement is effective upon authorization and signature by both parties, except that services and charges shall commence on January 1, 2005. The contract period shall continue until December 31, 2005, and shall renew automatically from year to year unless either party initiates the termination process outlined herein.

7. Termination Process

7.1. Either party may initiate a process to terminate this agreement as follows:

7.2. The party desiring to terminate the agreement shall provide three months (90 days) written notice to the other party. Such notice shall be provided no later than December 31 for the following year.

8. General Provisions

8.1. This Agreement supersedes any prior contract between the County and the City relating to marine patrol services. It is intended to express the entire agreement between the parties.

8.2. This Agreement may be amended by mutual written agreement of the parties.

8.3. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

8.4. This Agreement shall be administered by the County Public Safety Chief of Operations or his designee and by designee of the City. Each party shall notify the other of its designee, and at any time thereafter of a change in designee.

IN WITNESS WHEREOF the parties have executed this Agreement.

King County

City of Bellevue

King County Executive

ER Oberg, Deputy City Manager

Chief Executive Officer

Approved as to Form

Approved as to Form

John M. ...

Deputy Prosecuting Attorney

[Signature]

City Attorney

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Exhibit A.

2005 Proposed Exhibits

Projected 2005 Charges for Marine Patrol

November 8, 2004

2005 Proposed Full Year Budget for Marine Patrol		\$1,171,011
Budget based on boating season		\$390,337
Boat Tax Revenue		(\$145,107)
Total Budget		\$245,230

	2005 Proposed Charge	2004 Charge	Change	% Change
Beaux Arts	\$2,998	\$1,961	\$1,037	52.88%
Bellevue	\$68,249	\$51,739	\$6,511	12.58%
Kenmore	\$17,809	\$15,795	\$2,013	12.75%
Kirkland	\$36,790	\$32,507	\$4,282	13.17%
Lake Forest Park	\$11,773	\$8,100	\$3,673	45.34%
Redmond	\$20,294	\$16,640	\$3,654	21.96%
Sammamish	\$38,044	\$33,959	\$4,085	12.03%
Total Charges	\$185,956	\$160,701		

2004 Shoreline Feet and Incidents

	Shoreline Feet	% Share Feet	Total Incidents	% Share Incidents	Total %
Unincorporated King County	50,885	23.38%	639	24.96%	24.17%
Beaux Arts	1,156	0.53%	49	1.91%	1.22%
Bellevue	61,563	28.29%	492	19.22%	23.75%
Kenmore	16,137	7.41%	182	7.11%	7.26%
Kirkland	24,153	11.10%	484	18.91%	15.00%
Lake Forest Park	9,589	4.41%	133	5.20%	4.80%
Redmond	12,897	5.93%	272	10.63%	8.28%
Sammamish	41,257	18.96%	309	12.07%	15.51%
Total	217,637	100.00%	2,560	100.00%	100.00%

NOTES

Incident numbers represent boating season (May - Sept) from 2004. From Deputy G. Burden October 6, 2004.

Shoreline footage from GIS = Lake Washington and Lake Sammamish Unincorporated King County Shoreline Feet. Shoreline footage updated in August 2002 to reflect the Issaquah annexation of 1,085 feet along Lake Sammamish, effective 12/31/02.

Source for budget numbers: KC Sheriff's Services 2005 Proposed Cost Book.

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2005-133

FISCAL NOTE

Ordinance/Motion No. 2005-XXXX
Title: Inter-Local Agreement with the City of Bellevue to Provide Marine Patrol Services
Affected Agency and/or Agencies: King County Sheriff's Office
Note Prepared by: Nick Zajchowski
Note Reviewed by: John Amos

Impact of the above legislation on the fiscal affairs of King County is estimated to be: The ordinance will implement a contract to continue to provide marine patrol services to the City of Bellevue. The King County Sheriff's Office has been providing marine patrol services to the City of Bellevue for many years. Services are provided on Lakes Washington and Sammamish and include responding to 911 calls, vessel registration enforcement, assisting stranded boaters, boating safety education and enforcement of applicable laws.

The contract provides reimbursement according to established formulae based on workload, shoreline feet, and the cost of the unit. The methodology has been reviewed and approved in the marine patrol service agreements with Lake Forest Park, Kirkland, Beaux Arts, Kenmore, Sammamish and Redmond. The contract also provides a mechanism for recovering the costs of marine patrol service requests outside of the boating season.

The amount shown in the fiscal note shows the costs for Bellevue based on the 2005 Executive Proposed budget using the formulae described in the paragraph above. The cost model using the 2005 Adopted budget will not be completed in time for this fiscal note. The revenue shown is from the City of Bellevue to cover all expenditures as allocated to the city in the cost model. Out years are inflated by 4%, the standard inflator used by the Sheriff's Office for contracting costs. All expenditure authority for the contract is already contained in the 2005 Adopted budget – there is no need for additional expenditure authority.

Revenue from:

Fund Title	Fund Code	Revenue Source	2005	2006	2007
Current Expense	0010	City of Bellevue	\$58,249	\$60,579	\$63,002
TOTAL			\$58,429	\$60,579	\$63,002

Expenditures from:

Fund Title	Fund Code	Department	2005	2006	2007
Current Expense	0010	King County Sheriff's Office	\$58,249	\$60,579	\$63,002
TOTAL			\$58,429	\$60,579	\$63,002