



King County

Metropolitan King County Council Law, Justice, Health and Human Services Committee

STAFF REPORT

AGENDA ITEM:	9	DATE:	March 10, 2009
BRIEFING:	2009-B0062	PREPARED BY:	Clifton Curry

SUBJECT: Briefing on the King County Sheriff's Office Marine Unit.

SUMMARY: The King County Sheriff's Office (KCSO) provides law enforcement services to unincorporated King County and, through contracts, to cities, Metro Transit, the King County Airport, Indian Tribes, the King County Housing Authority, the federal government, and school districts. The sheriff also contracts with cities, and other agencies, for specialized police services including marine patrol and law enforcement on navigable waterways. These contracts for police service enhancements recover the full costs of providing the services.

The King County Marine Unit is part of the Special Operations Division of the King County Sheriff's Office. The unit consists of experienced police officers specially trained in boat handling, small craft fire fighting, marine law enforcement and education, boat accident investigation, and police scuba diving for rescues and/or evidence recovery. Sheriff's staff will brief the committee on the operations of the unit and will also describe its efforts to acquire a new vessel using a state grant and the proceeds from the sale of surplus boats and equipment.

BACKGROUND: The King County Sheriff Marine/Dive/Rescue Unit is responsible for law enforcement on all lakes, rivers and other waters within the unincorporated areas of the county as well as in several cities that contract for our marine service, including regular patrols, law enforcement, emergency response, and boater safety education. The Marine Unit also is responsible for missing swimmer rescues, for drowning victim recovery as well as documenting and recovering evidence underwater.

The Marine Unit patrols Lake Washington, Lake Sammamish, and numerous small lakes and rivers throughout King County. To achieve these goals the unit operates several types of vessels on waterways to patrol, and when necessary, make contact with violators and take appropriate enforcement action. The unit's staff also attend and teach water safety education at community events, local schools and special water awareness on the beaches.

The unit's deputies are specially trained in the following areas:

- Boat handling
- Small craft fire suppression
- Marine laws and enforcement
- Boating Under the Influence investigation
- Boating Accident Investigation
- Oil Spill Response
- Police scuba diving
- Underwater evidence processing

The unit also has highly trained SCUBA divers. Members of the unit are PADI dive master certified and they also receive specialized training in evidence searches, drowning recoveries, and vehicle recoveries in lakes, rivers and streams throughout the county. To facilitate these functions, the unit uses underwater cameras, metal detectors, a small inflatable boat, and hands on experience in waters with little to zero visibility. Dive members also partner with community leaders and teachers throughout the state to teach enhanced water safety to our children and community. The unit also does swift water river rescue, recovery and evidence collection. The team trains frequently to remain proficient with river skills. The unit monitors hazards along the rivers and works to inform the public and river users of the natural hazards that exist to reduce the life safety risks for river users.

The unit also works with communities for enhanced environmental awareness.

Marine Unit Vessels. The sheriff's office has available several different types of vessels and equipment for the Marine Unit:

- **Lake Washington**--The County utilizes a 38 foot aluminum custom built boat powered by twin 420 horsepower diesel engines with jet drives. This is the primary patrol boat on Lake Washington and this vessel has a crew of two and is equipped with radar, GPS and fire fighting dewatering capabilities. It has a dive platform and is a regional support platform for long term recovery and operation missions.
- **Lake Sammamish**--The primary patrol boat on Lake Sammamish is a 25 foot "Magnum". It also is manned with a crew of two and has radar, GPS and fire fighting dewatering capabilities. A 19 foot "Zodiac" rigid hull inflatable is used as a backup vessel and emergency rescue boat on Lake Washington. It can be moved on a trailer to other bodies of water when needed. A 19-foot patrol boat with 150 HP outboard also on a trailer can be deployed almost anywhere around the lake or elsewhere, when needed.
- **All Waterways**--Personal Watercraft (PWCs--jet skis) are used for patrol and fast response. The PWC's are assigned to Lake Sammamish but are used in a variety of other locations such as wake enforcement in the Sammamish Slough and other speed restricted areas. The PWC's are used during emphasis patrols in crowded and problem areas and they are used to address wake violators within wake sensitive marinas and waterfront situations.

New Vessel from State Grant. The sheriff's office has requested that the county convene a Survey Committee under King County Code Section 4.56.040 in order to sell surplus equipment and use the proceeds to procure a new vessel. The sheriff's office would like to sell surplus boats and boating equipment with a total estimated value of between \$37,000 and \$45,000. King County code requires a survey committee to be convened to estimate the value of personal property to be sold and to provide advice about the manner of sale that would be most advantageous to the county. The manager of the fleet administration and the director of the department of transportation must be represented on each committee convened.

The county and the sheriff's office is eligible for \$53,300 in grant funding through the Washington State Parks and Recreation Committee to purchase a specialized 23 foot motor vessel that will be used to patrol Lake Sammamish. The Grant period expires June 30, 2009. The grant requires a match and the sheriff's office would like to sell its surplus boating equipment to offset the match requirement (the sheriff's office estimates the match to be about \$50,000.). Completion of the survey and the resulting sale will help decide whether the county should participate in the grant. The code allows the sale of surplus equipment through several mechanisms. The committee will be able to propose the best use. Pending this decision, the executive may allow the sale to go forward and the use of the proceeds used to acquire a new vessel using the state grant. However, the county code also allows the council to direct the use of the funds for the acquisition. Staff will keep the committee updated on the status of the sale and acquisition.

ATTENDEES:

- Chief Carol Cummings, Special Operations Division, King County Sheriff's Office
- Sgt. James Knauss, Marine Dive Unit, King County Sheriff's Office

ATTACHMENTS:

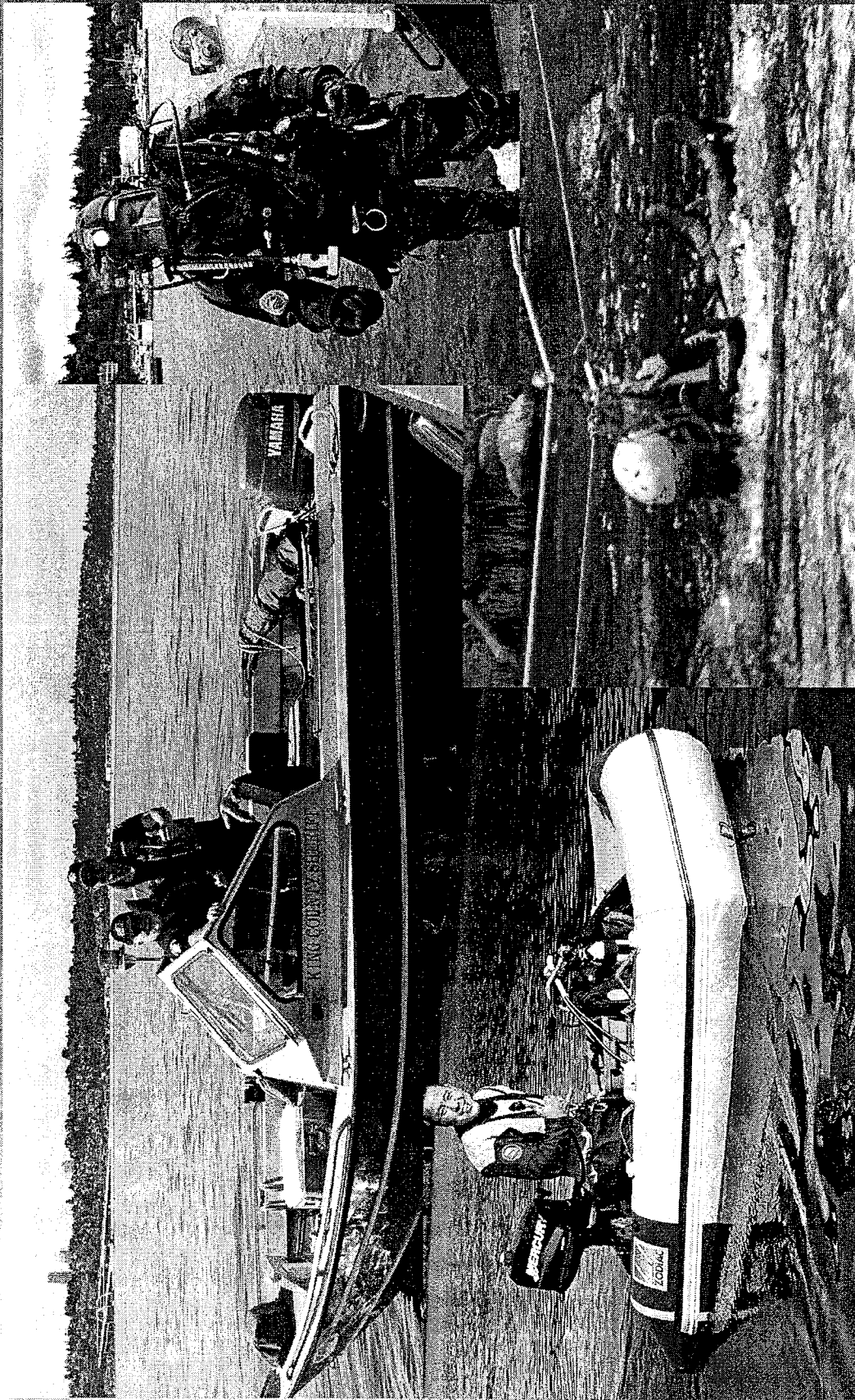
1. PowerPoint Presentation
2. King County Sheriff's Office Memorandum, "Analysis of King County Marine Unit Intention to Purchase New Boat" and attachments, October 7, 2008.



King County
Sheriff's
Office
State Boat
Grant
Presentation

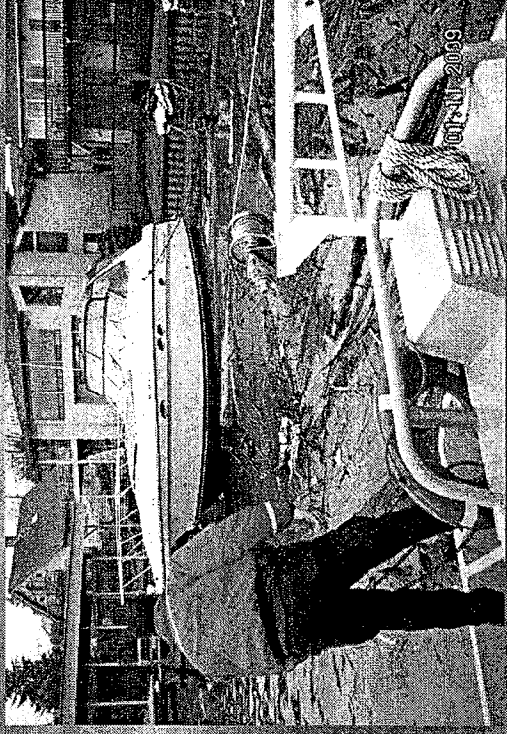


King County Marine / Dive Unit Overview



Boat Operations

- Provide law enforcement on lakes and rivers in King County and contract cities.
- Conducts vessel safety inspections
- Rescues on the water



- Dignitary protection
- Water safety education for local schools & groups
- Waterway safety
- Regional Oil Spill Response

Special Event Oversight, Enforcement and Security

- Opening day of boating season
- Opening day of fishing season
- Fourth of July
 - Lake Wilderness, Kenmore, Kirkland & Lake Forrest Park
- Water based athletic events
 - Triathlons
 - Cross lake swims
 - Rowing contest
- Boat races
 - Lk Sammamish
 - Lk Washington
 - and Seafair



July 4th Fire Works – Protection Zone Enforcement

Dive Operations

- Swimmer rescues
- Body recoveries
- Evidence searches
- Property recovery
- Dignitary protection
- Educational dives
- Underwater explosives interdictions



President Clinton visits Seattle Waterfront explosive interdiction with Seattle Harbor Patrol

Rivers Operations

- River risk management
 - Inspect and respond to river hazards –large wood
 - Coordinate with Water & Land
- River rescues/recoveries
 - Tubers
 - Swimmers
 - Fishermen
 - Boaters



Canoe accident – Middle Fork

2008 Marine Major Event Recap

- May – Quick snow melt and heavy rain
 - 15 rescues on Green River
 - 13 marine rescues
 - 2 helicopter hoist rescues
 - 2 deaths
 - 3 weeks later recoveries were made
- November – Floods
 - Pre-planning and public notice reduced missions on all rivers
 - Snoqualmie River
 - Three 911 calls from malfunctioning phone equipment,
 - no rescues or requests for mutual aid
 - Cedar River
 - 2 Rescues
 - Interrupted a burglary in progress in flooded home, two arrests
 - 1 request for mutual aid from local fire department

King County Marine / Dive Unit

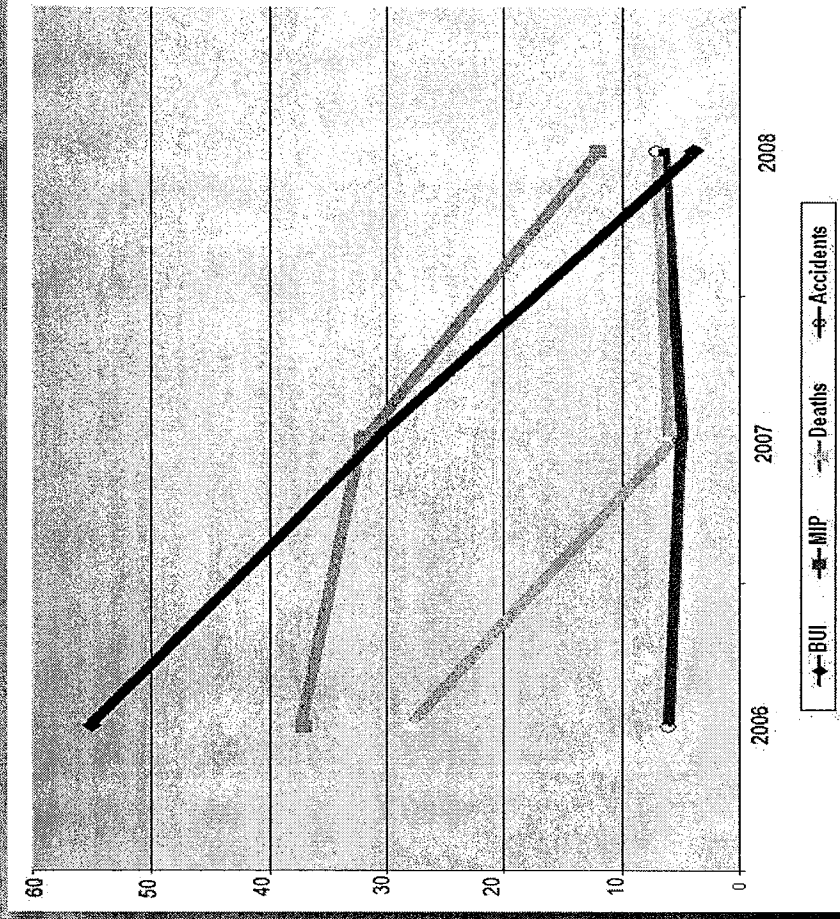
Marine Statistics

	<u>2007</u>	<u>2008</u>
• Boat Patrol Hours	1050	1156
• Vessel inspections	547	349
• Citations issued	239	243
• Buoys serviced	189	159
• Fatalities	5	7



Enforcement Reduces Injury

- Began implementation of zero tolerance enforcement of life safety violations.
- Resulted in a significant reduction in boating accidents, fatalities, MIP and BUI's by 2008.
- All 2008 fatalities were on rivers.



Organizational Nuts & Bolts

- o Staffing
 - 1 Sergeant and 6 Deputies
- o Hours of operations
 - Winter 10 AM – 6 PM
 - Summer Noon – 8 PM
 - 24 hour callout response
- o Primary response area
 - Lake Washington 21,500 acres (33.5 sq miles)
 - Lake Sammamish 4,897 acres (5.71 sq miles)
 - 103 smaller lakes 10,194 acres (10 sq miles)
 - 187 miles of rivers
 - Skykomish, Tolt, Raging, Snoqualmie, Cedar, Green, White and Duwamish

Contract Cities and Regional Partners

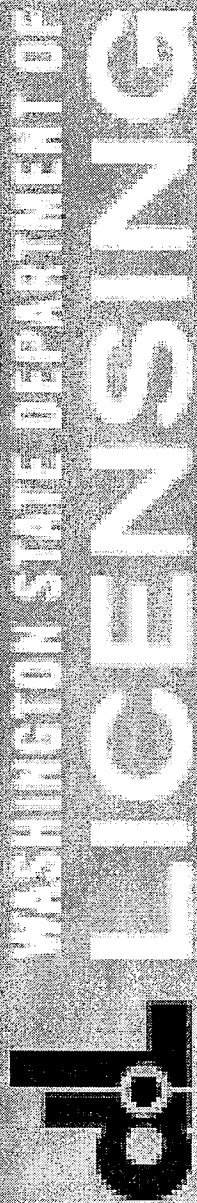
- Contract Cities

- Beall Arts
- Sarrinamish
- Redmond
- Issaquah
- Kirkland
- Bellevue
- Lake Forest Park
- Kenmore
- Woodinville
- Shoreline
- Maple Valley
- Covington
- Newcastle
- Skykomish
- Muckleshoot Tribe
- SeaTac
- Burien
- North Bend

- King County partnerships

- DNR, Water & Land, Parks and Environmental Services
- All King County Fire Protection Districts
- All King County Police Departments
- Outside agency partnerships
 - US Coast Guard
 - State Parks, Fish & Wildlife, Revenue, Environmental Protection
 - Local agencies Seattle, Mercer Island, Snohomish County Pierce County





Vessel Registration Fee Allocation

Vessel License Fee Breakdown

- Watercraft Excise Tax - \$ figure based on vessel value
 - State general fund
- 3 Aquatic Species Fees - \$ 3.25/vessel
 - State Fish and Wildlife recipient
- Derelict Vessel Removal Fee - \$ 3.00/vessel
 - State DNR recipient
- License Service Fee - \$.75/vessel
 - Licensing agencies recipient
- Filing Fee - \$ 3.00/vessel
 - County Auditor
- License Fee - \$ 10.50/vessel
 - State, County and local boating programs

Vessel License Fee Breakdown

o Example - 2001 Sea Ray pleasure vessel	
– Excise tax	\$ 595.00
– Species Fees	\$ 3.25
– Derelict Vessel	\$ 3.00
– Service Fee	\$.75
– Filing Fee	\$ 3.00
– License Fee	<u>\$ 10.50</u>
– Total	\$ 615.25

\$10.50 License Fee Breakdown 2008

- o \$10.50 License Fee
 - State Total for boating programs \$ 6.50
 - County Total for boating programs \$4.00
 - Seattle Police \$ 166,383.18
 - Mercer Island \$ 92,321.56
 - Black Diamond \$ 9,475.16
 - King County \$ 133,778.59
 - Total \$ 422,432.21

Additional State Funding to KCSO

- 2008/2009 Safer Boating Grant
 - \$47,000 limited to boating education and enforcement
 - Extended patrols outside normal hours of operations
 - Increased late night activity, special events; fishing, organized sporting challenges, boating races.
 - Instruct mandated Safer Boating Education classes

Vessel Grant Opportunity

- o Summer 2008 Washington State offered grant
 - 50% matching funds
 - Purchase new law enforcement boat and equipment
 - Applied for and were approved to participate in the grant
 - Limited opportunity expires June 30, 2009

Grant Specifics

- Identified needs
 - New boat for Lake Sammamish
 - Replacing 14 year old 19 foot boat
 - New river boat motor
 - Replacing 10 year old outboard motor
 - Refurbish Canvas on existing boat
 - New canvas to correct motor exhaust issues



Patrol Boat Specifics

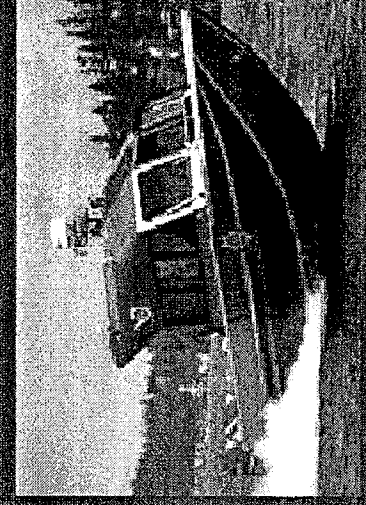
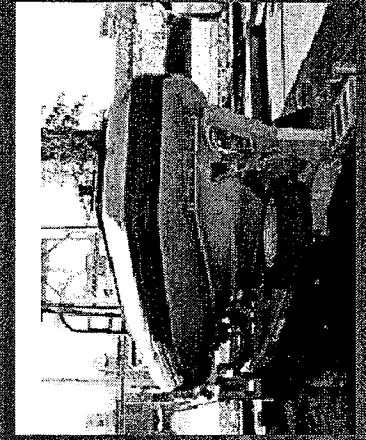
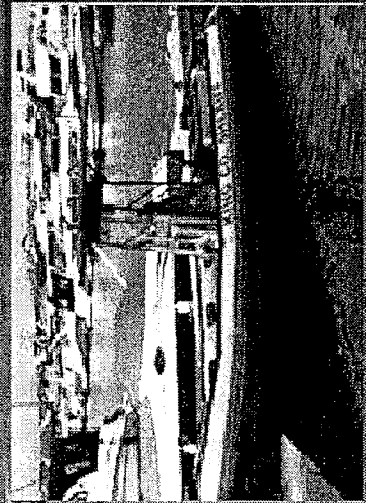
- Current Lake Sammamish Patrol Boat
 - This boat is the only boat in service on Lake Sammamish
 - Is fourteen years old
 - 19' Almar with service capacity of two deputies
 - Received through similar state grant in 1995
 - Not efficient for enforcement and emergency response
 - Is too small to support rescue and dive recovery team members
 - New boat capabilities
 - 23' aluminum with service capacity of four deputies
 - Appropriate size for enforcement, emergency response, rescue and dive operations
 - Fits into existing boat house
 - Trailerable to move to other lakes in King County
 - Can assist in flood response, mitigation and recovery operations

Grant Specifics – Funding Breakout

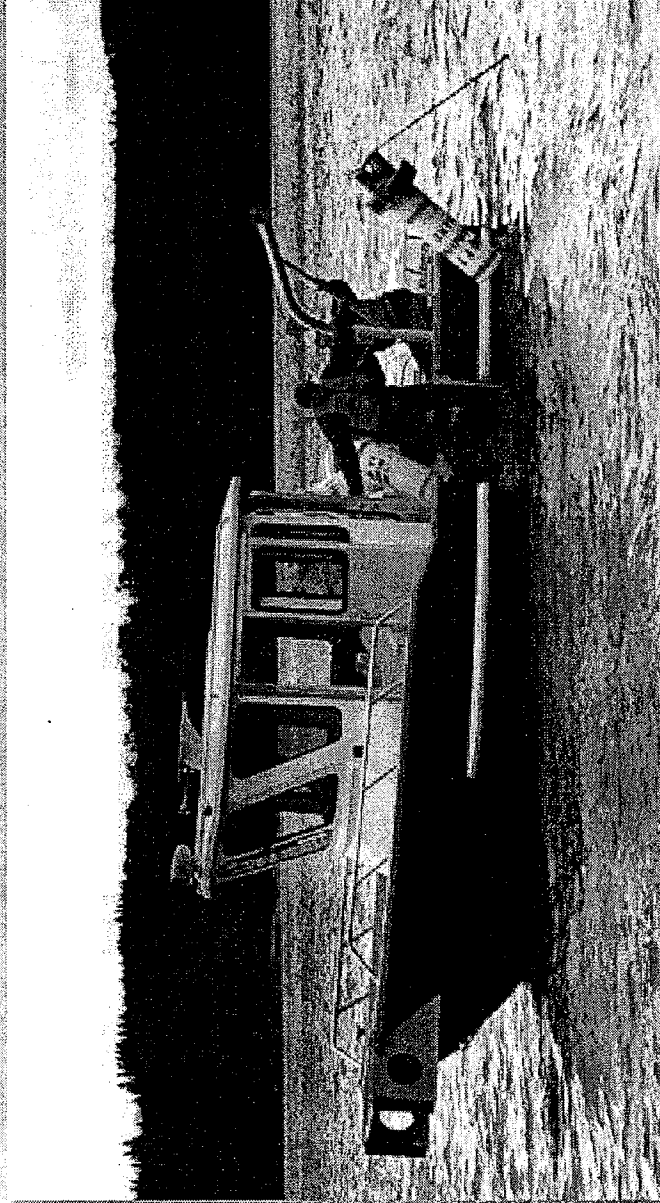
	Cost	State Grant	King County
23 foot aluminum patrol boat	\$100,000	\$50,000	\$50,000
New River Boat Motor	\$4,500	\$2,250	\$2,250
Refurbish canvas top	\$2,100	\$1,050	\$1,050

King County Matching Sources

- o Surplus boats
 - Magnum 25' Aluminum Hull
 - o Twin Yamaha 225 four stroke
 - 1992 Zodiac 22' rigid hull
 - 1991 Zodiac 17' rigid hull
- o Both Zodiacs are retired Coast Guard boats



Example of Potential Lake Sannamish Boat



Questions?

October 7, 2008

RE: Analysis of King County Marine Unit intention to purchase new boat

SERVICE ENVIRONMENT

The primary work environment this vessel will work in is Lake Sammamish. This lake is located on the north side of Interstate 90 and is surrounded by the Cities of Issaquah, Sammamish, Bellevue, Redmond and unincorporated King County.

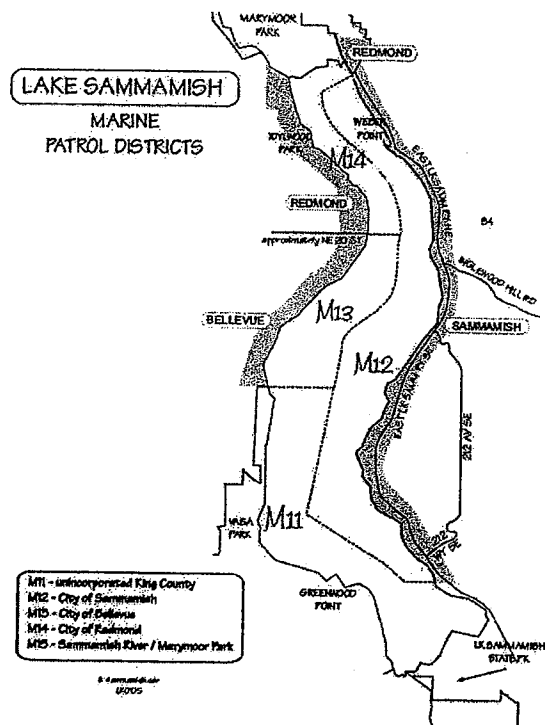
Lake Sammamish is almost 5,000 acres of open water with a width of 1.5 miles and 8 miles in length. The shore line covers 19 miles of heavily populated residential housing and numerous private and public docks, parks and is heavily used for water recreation of all kinds. King County Sheriff Marine Unit is responsible for water patrol for Lake Sammamish State Park, where the majority of boating season work loads come from.

The lake has more than 1 million people a year for fishing, swimming, water skiing and all kinds of boating activities.

VESSEL

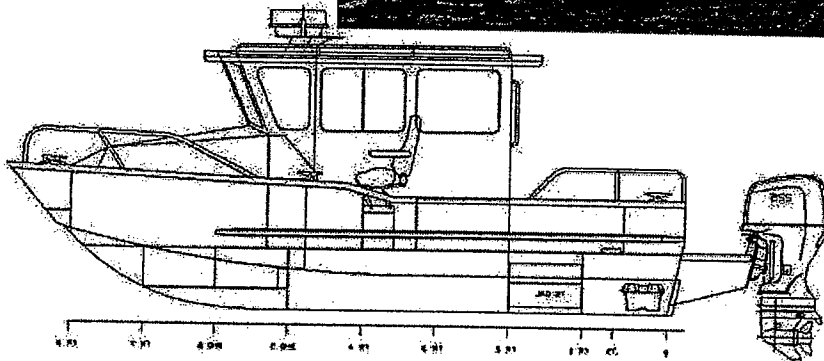
The vessel we purchase for this lake must be an appropriate durable platform to provide daily law enforcement water patrol in all weather conditions common to Lake Sammamish. The proposed vessel would be large enough to be properly equipped with emergency gear needed for most common police missions on the lake. Each Marine Deputy will carry his dive equipment, first aid and other common emergency gear. Further the vessel must be able to fit into the existing King County boat house and be trailerable with existing Marine Unit F350 Ford Pick up trucks. This boat can be trailer to assist in other lakes in King County for large events needing additional marine vessels.

The vessel best for the task is an aluminum hull design about 23 feet in length, with commercial strength ribbing for long dependable life. The deck will be a “wet deck” allowing for good water run



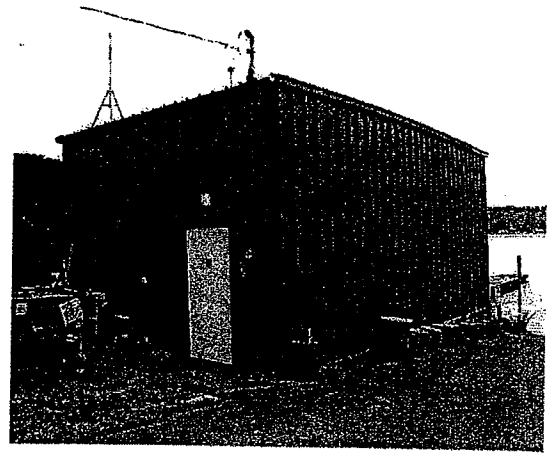
off and integrity in all weather conditions. The vessel should have a dive door for access to the water for swimmer assists and rescues as well as rescue dives and training missions. The cost of this vessel must fit with in the budget available with matching funds from State Parks Grant.

The design selected is similar to the vessel is used by Officers in Deep Creek Lake, Maryland. The design can be similar from any number of quality local boat builders capable of manufacturing a durable commercial boat suitable for law enforcement operations.



BOAT HOUSE

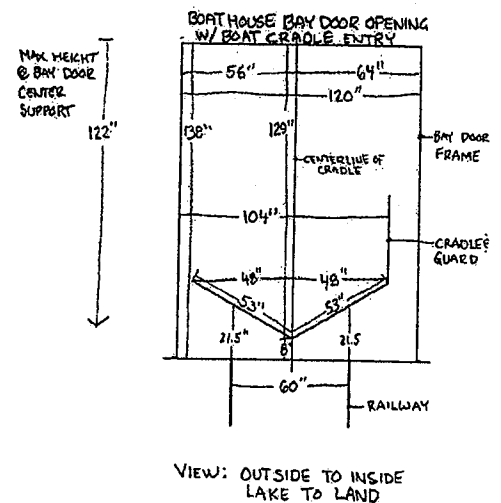
The King County boat house is located at Vassa Park in Bellevue. The Building is a tin sided structure with a boat cradle on a rail system. The new boat must fit inside the boat house without any expensive repairs. The garage door will need repair this year and how we repair it could add to the clearances at the interior clearance which is now restricted to 9'. Clearance for the outboard motor when in the up position must also be accounted for to ensure the door will close.



NOT TO SCALE

Boat House Dimensions;

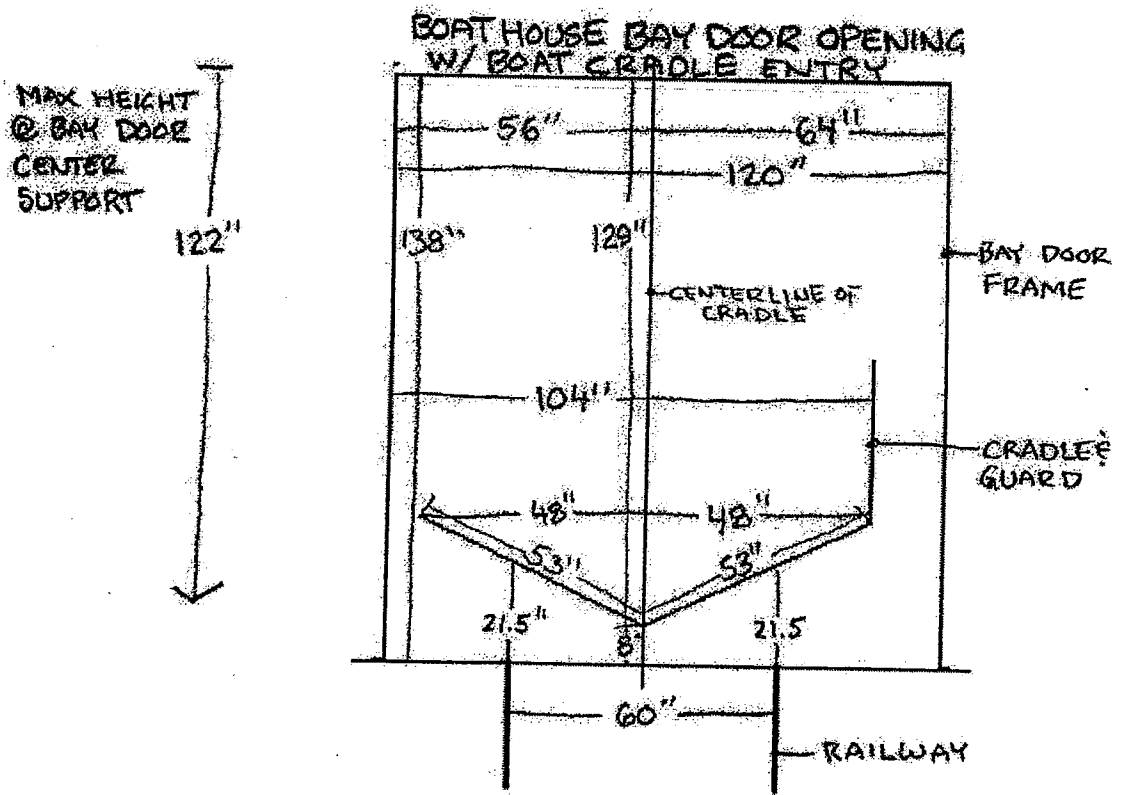
- Building is 28' long and 19.5' wide
- Door opening 10' wide
- Boat cradle is 1'7" off the rails
- Door height 11'7" from the rail to the top of the opening.
- Door height off the boat cradle 10' at the door and 9' at the end of the open door spring mechanism
 - It is possible to increase the height at the mid point by going to a roll up door commercial style door or a garage door that follows the angle of the boat cradle.



Sincerely

Sergeant James K. Knauss
 King County Sheriff
 Marine Dive Unit
 206-205-0579

NOT TO SCALE



VIEW: OUTSIDE TO INSIDE
LAKE TO LAND

Salvage Estimates	
	We called Inflatable Boat Works - if they consign the boats they believe the following numbers will be possible. The other possible way to sell is through a county auction which may or may not be similar pricing
	Zodiac Hurricane 21 w/inboard Diesel - \$ 15,000 to 18,500
	Zodiac Hurricane 18 w/Yamaha 150hp - \$ 11,000 to 13,500
	One Pair Yamaha 250hp Motors 2005-2006 with controls 400 hours \$11,000 to 13,500
	Total guestimated \$ 37,000 to 45,500
Hard Numbers on bid	
	This remains near \$90,000
	Tax estimated \$9,500.
	minor changes need to be discussed
	Bid missing dive door - \$2000
	Bid includes seats that we will provide - savings of \$1000.
	Suggested motor guard be added like on the Sheriff / safety and damage prevention.
	Decals and Police Radio instalations costs not included.
Confirm canvas price - Almar	
	Estimate in March 2008 \$ 2,100
	Confirmed 9-19
Confirm motor price for river boat	
	Estimate in March 2008 \$ 4,400
	Motor not available looking for new with in budget.
Install costs	
	On hold for now
Grant for boat, motor and canvas	
	\$53,300
Difference in cost expected	
	From sales ... \$ 37,000 to 45,000
	From State Grant \$ 53,300
	Cost of Boat ... \$ 100,000
	Cost of River Boat Motor ... \$ 4,500
	Cost of Canvas \$ 2,100
	Difference is negative \$ 16,300 to negative \$ 7,800.

LAW ENFORCEMENT BOATING EQUIPMENT GRANT PROGRAM

Jim Copy **FINAL**

For
FY 2007-09

The Law Enforcement Boating Equipment Grant Program has been re-instated for the 2007-09 biennium. The purpose of this program is to assist local law enforcement agencies with the acquisition of boats and motors and/or the refurbishing of existing boats used in recreational boating safety law enforcement programs. Because funding is limited, the current grant period, through June 2009, will assign the highest priority to those agencies with the greatest need and the oldest and least reliable patrol vessels.

These grant funds will be awarded for high quality, welded aluminum patrol boats designed for law enforcement service that are pre-wired for accessories. Grant funds will not be available to fund blue lights, radar, radio, trailer or other accessories.

There will be one grant application for the period April 1, 2008 – June 30, 2009. Grant funds will be provided on a reimbursement basis. Grants will be awarded based on the information provided on the Law Enforcement Boating Equipment Evaluation Questions on pages 5-6. **Only those agencies that have submitted a 2007 Boating Safety Patrol Vessels Inventory, are eligible to apply.**

With the exception of the following, all counties and cities will be required to provide a minimum of 25% cash match. No more than 12.5% of the total can be from VRF funds. **In-kind match will not be allowed.** Those counties/cities that receive \$100,000 or more in 2007 VRF or have an ending balance of \$100,000 or more in VRF funds will be required to provide a 50% cash match. Based on 2007 VRF reports received by 2/8/08, those counties/cities are:

Clark County	Mason County	Spokane County	Seattle, City of
Cowlitz County	Pierce County	Thurston County	Everett, City of
King County	Snohomish County	Whatcom County	

State Parks reserves the right to establish limits on the maximum grant amounts (ceilings). State Parks may lower, raise or otherwise adjust maximum grant amounts and match contributions.

Applications are due by: **April 1, 2008**. Only those applications that are postmarked by the due date will be eligible for fiscal year 08 awards.

Funding Assistance Limits

Patrol Boats:

a. New: The only patrol boats that will be eligible for funding are welded aluminum, rigid hull inflatable, or solid core patrol boats or other form of aluminum patrol boats. Please include boat description, specifications and cost in the application. State Parks will only reimburse up to the maximum allowable % or an amount not to exceed \$50,000.

b. Refurbished: State Parks will not provide assistance for the refurbishing of fiberglass hull boats. Please include the make, model, year, HIN # or official #, and cost in the application. State Parks will only reimburse up to the maximum allowable % or an amount not to exceed \$50,000.

Motors:

Preference will be given to 4-stroke (environmentally friendly) engines. State Parks will only reimburse up to the maximum allowable % or an amount not to exceed \$11,250 for agencies with a 25% match or \$7,500 for agencies with a 50% match.

Total for Patrol Boat and Motor:

State Parks will only reimburse up to the maximum allowable % not to exceed \$61,250.

Questions:

Contact Mark Kenny at (360) 586-6593 (Mark.Kenny@parks.wa.gov) or

Toni Lick at (360) 586-6672 (Toni.Lick@parks.wa.gov).

LAW ENFORCEMENT BOATING EQUIPMENT GRANT PROGRAM
For
FY 2007-09

TO: State Parks and Recreation, Recreational Boat Program
 7150 Cleanwater Drive S.W.
 P.O. Box 42650
 Olympia, WA 98504-2650

FROM: King County Sheriff's Office
 (applicant agency)

State Parks is hereby requested to consider this application for financial assistance for the Law Enforcement Boating Equipment Program from federal funds received from the US Department of Homeland Security, US Coast Guard. We agree to cooperate with State Parks by furnishing such additional information as may be necessary to execute a grant agreement and to adhere to all appropriate state and federal statutes governing grant monies. We are aware that the grant, if approved, will be paid on a reimbursement basis. We agree that all application materials may be used by State Parks for education, information or other non-commercial purposes.

Project Contact Person:

Name: Mitzi G. Johanknecht

Title: Captain

Address: 7300 Perimeter Road South, Room 143

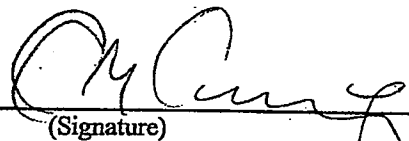
City/State & Zip: Seattle, WA 98108

Telephone #: (206) 205-8251

E-mail address: mitzi.johanknecht@kingcounty.gov

I/we certify that to the best of our knowledge, the information in this application is true and correct. In addition, I/we certify that the matching resources identified in the grant are committed to the above project.

Authorized Representative:


 (Signature)

03-3-08
 (Date)

Mitzi Johanknecht
 (Print Name)

Application Information

Describe the type of equipment you wish to purchase	Total Estimated Cost	Funds Requested	Match: Source & Amount
Boat: 23 foot aluminum welded patrol boat, outboard equipped, with cabin and dive/tow capabilities	\$100,000.00	\$50,000.00	\$50,000.00
Motor: River Boat 2 stroke engine	\$4,500.00	\$2,250.00	\$2,250.00
Refurbished Boat Canvas top for 19 foot Almar	\$2100.00	\$1050.00	\$1050.00
Total	\$ 106,600.00	\$ 53,300.00	\$ 53,300.00

* * * *

Award recommended for approval in the amount of

	Boat – New	
	Boat – Refurbished	
	Motor	
	Total	

Mark Kenny, Law Enforcement Coordinator

Date

	State Parks Score	Score
<p>Need: Describe why the proposed equipment is needed. Consider how it relates to:</p> <ul style="list-style-type: none"> • Inventory of existing equipment <ul style="list-style-type: none"> ○ Lake Sammamish daily patrol boat is the Almar. This boat is inadequate for the growing population and transient population that uses the lake. ○ Our current river boat engine has outlived cost effective repair. ○ The current canvas top on the Almar is not repairable and is not properly vented for motor exhaust fumes. • Physical condition of existing equipment <ul style="list-style-type: none"> ○ The vessel is the Almar and was acquired with a state grant in 1995. The vessel is an 19 foot aluminum mono-hull with open cabin. This vessel gives limited patrol capabilities and can not be used safely as a dive/search/recovery platform. Further, its canvas top is in disrepair for which we are seeking grant funding to keep it as a viable lake back-up boat. ○ The current river boat engine is inoperable. ○ See bullet above for canvas top explanation. • Public health and safety issues <ul style="list-style-type: none"> ○ The new vessel and improvements would provide King County Sheriff's deputies with the platform needed to provide daily water patrol in all weather conditions common to the Lake Sammamish. The proposed vessel would be large enough to be properly equipped with emergency gear needed for all missions on the lake. Vessel size would not require and change in the current boat house and is trailer ready for use as needed in other King County and State of Washington Lakes. ○ More frequent river patrols and rescues have created a seasonal need for use of the boat. A new engine is required to continue this work effectively, especially at Flaming Geyser State Park on the Green River. KCSO handles rafting and swimming education, patrol and rescue recovery at this park each summer. This motor would allow us to continue patrol, education and hopefully prevent drowning accidents like last summer. ○ Canvas top replacement would significantly improve health and safety for the deputies on board. Motor exhaust and protection from the weather would greatly increase operational effectiveness. • Other <ul style="list-style-type: none"> ○ In 2006, KCSO purchased a 25 foot aluminum vessel for Lake Sammamish with the expectation that this boat would fulfill future needs. However, the transom has failed on this vessel and other safety concerns have required us to remove this vessel from service. ○ Currently, KCSO's only back-up boat for the Almar and Lake Sammamish is a 1992, 22 foot fiberglass rigid hull inflatable that was retired from the US Coast Guard. This boat is aging and has leaking and dry rot issues that are not cost effective to repair. ○ If granted funds for the new vessel are approved, the Almar would become a suitable secondary boat for Lake Sammamish and other lakes/waterways. 	<ul style="list-style-type: none"> • # existing boats • # of motors 	

(Evaluators will award 0-5 points)

Urgency: If this project is not funded this year, what affects will it have on patrol services in the summer of 2009?

- A new vessel can not be purchased from existing 2008 budget and failure of the 2006 purchased vessel was not anticipated. Budget projections for 2009 indicate budget shortfalls of 60 million for King County and 10 million for KCSO. KCSO is one of the largest marine agencies supporting Washington Statue boating, education, and parks.
- Patrol for Lake Sammamish will be limited to the 1995 – 19 foot open cabin Almar. Deputies will be exposed to weather and will find their boat marginally able to assist larger vessels regularly seen on Lake Sammamish. Emergency equipment such as dewatering pumps, dive rescue gear will be reduced and stored on shore to maintain a safe weight ratio in the vessel for normal patrol. Rescue and dive missions will be delayed and safety of deputies decreased.
- Funding of this proposal will provide a long term solution patrol functions and a very adequate working platform to meet the needs of patrol, rescue, dive, search, and recovery missions.

(Evaluators will award 0-5 points)

Maintenance & Operation: Explain who will be responsible for the maintenance & operation of the equipment and what budget is committed for routine maintenance.

The King County Sheriff's Office and local commercial vendors handle manufactures recommended maintenance. The current and future proposed budgets for marine vessels will be adequate to cover these expenses as this vessel would replace vessels taken out of service.

(Evaluators will award 0-5 points)

Ability to Service Public: Describe the agency's method determining recreational boater's safety needs and the method of planning patrol services to meet these needs.

- Size and location of water body being enforced
 - Lake Sammamish is almost 5,000 acres of open water with a width of 1.5 miles and 8 miles length. The shore line covers 19 miles of heavily populated residential housing and numerous private and public docks, parks and is heavily used for water recreation of all kinds. KCSO is responsible for water patrol for Lake Sammamish State Park, where the majority of boating season work load comes from.
- Safety, information and enforcement issues
 - The lake sees more than 1 million people a year for fishing, swimming, water skiing and all kinds of boating activities.
- Where, how and when will the boat be used to expand on-water services
 - The vessel would be used on a daily basis during boating season and throughout the year. The vessel would serve as a platform for water rescue, medical emergencies and recovery diving missions. The current vessel can not support effective search, rescue and dive missions.
- Projected increase in patrol hours
 - Currently the fleet as discussed is aging and in poor mechanical condition. A new vessel for Lake Sammamish would significantly increase the ability of the King County Sheriff to maintain the daily patrols on a consistent basis with less down time for repairs. Further as stated above it would also allow deputies to have all needed equipment on the boat for most emergencies we encounter.

- Water body
- Location
- Use of water-body
- Types of boats

(Evaluators will award 0-5 points)			
<p>Readiness to proceed – Is the organization ready to purchase equipment? Does the organization have matching funds available?</p> <p>The organization has funds available through the sale of current aging vessels and equipment which more than covers the required matching of dollars listed in each category.</p>			
(Evaluators will award 0-5 points)			
<p>Matching Shares – Describe your match. Itemize your source and amount. (federal funds may not be used as match)</p> <p>Matching shares will come from King County Sheriff's Office budgeted CX dollars returned by the sale of currently owned vessels and equipment.</p>			
<p>(State Parks Boating Staff will award 0-5 points)</p> <p>Previous year's reported patrol hours (Total from Summary of Activities Report on SOAR):</p> <p>2007 on-water patrol hours were 1,161.</p>			
<p>Previous year's local Vessel Registration Fee (VRF) Expenditure Report:</p>			
<p># boats being used for patrol purposes:</p> <p>One vessel on Lake Sammamish One primary non-trailer capable boat on Lake Washington One non-trailer capable back-up boat on Lake Washington We have other trailer capable boats of varying size and capabilities for additional support, emphasis patrol, and special enforcement missions.</p>			

Evaluator:

Date:



INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
King County Sheriff's Department
King Co. Courthouse
516 3rd Avenue, Room W-116
Seattle, WA 98104

AGREEMENT IAA 2008 - 29

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and King County, Sheriff's Department, hereinafter referred to as the "CONTRACTOR".

IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of PARKS and that the CONTRACTOR can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **Attachment "A"** attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on May 1, 2008 , and be completed on June 30, 2009, unless terminated sooner as provided herein.

SPECIAL PROVISIONS

If funds were provided for the purchase of a boat, State Parks will provide an aluminum plate that is to be welded to the vessel indicating that federal funds were used for the purchase. We encourage you to offer appropriate media opportunities to help build public awareness of our program. Acknowledging the assistance provided by this grant program helps increase the public's understanding of the value the funding provides to local communities.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Fifty Three Thousand, Three Hundred and no/100ths Dollars (\$53,300.00)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following

rates, (New Boat \$50,000.00, Motor \$2,250.00, and Refurbished Boat - \$1,050.00) and in accordance with the following terms, or as set forth in accordance in Attachment "A" which is attached hereto and incorporated herein. Request for reimbursement of a boat must include a picture of the vessel with the signage attached that is referenced in Special Provisions above.

BILLING PROCEDURE

The CONTRACTOR shall submit No more than 2 invoices. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by PARKS within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by PARKS. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not

be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

PROJECT MANAGEMENT

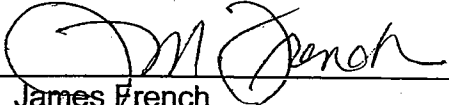
The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Representative for CONTRACTOR is: Mitzi G. Johanknecht, Captain.

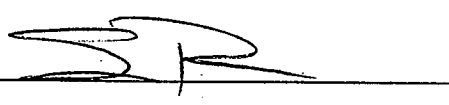
The Project Representative for PARKS is: Mark Kenny, State Parks, P.O. Box 42650, Olympia, WA 98504, (360) 902-0930

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington State Parks and
Recreation Commission

By: 
James French
Title: Boating Program Administrator

Date: _____

By: 
Title: SHERIFF

Date: 6/18/04

Approved As To Form Only By:
Mark Schumock
Asst. Attorney General
02/20/04

 ORIGINAL

Attachment A



**Recreational Boating Program
Law Enforcement Boating Equipment Grants Program
Grant Summary**

Agreement No.

AGREEMENT IAA 2008 - 29

APPLICANT:

King County Sheriff's Office

CONTACT:

**Mitzi G. Johanknecht, Captain
7300 Perimeter Road South, Room 143
Seattle, WA 98108
(206) 205-8251
mitzi.johanknecht@kingcounty.gov**

FUNDING:

State Parks - \$53,300.00

MATCH:

\$53,300.00

DESCRIPTION:

- 1) 23' aluminum welded patrol boat with cabin and dive/tow capabilities;
- 2) River Boat 2-stroke engine
- 3) Canvas top for currently owned 19' Almar

SPECIAL CONDITIONS:

The invoice must include serial # and agency identification # for all equipment purchased under this agreement. The equipment is to be included in the agency inventory. A placard, provided by State Parks, is to be permanently affixed to the vessel indicating that federal funds were used for the purchase.

The applicant must keep the equipment purchased in working order for its life expectancy.

DATE APPROVED:

May 1, 2008

