

**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.



## 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 ( <i>full year/3</i> )	450,927
<u>Boat Tax Revenue (<i>credited back to customers</i>)</u>	<u>(79,570)</u>
Net Marine Patrol Budget for boating season allocated to Marine Patrol Customers	371,357

**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 ( <i>start 4/1/18</i> )	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 ( <i>start 4/1/18</i> )	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 cursive script 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 ( <i>full year/3</i> )	433,671
Boat Tax Revenue ( <i>credited back to customers</i> )	(79,570)
<b>Net Marine Patrol Budget for boating season allocated to Marine Patrol Customers</b>	<b>354,101</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%
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Yarrow Point	7,783	3.61%	34	5.05%	4.33%
Unincorporated King County	24,631	11.44%	138	20.64%	16.04%
	<b>215,355</b>	<b>100.00%</b>	<b>667</b>	<b>100.00%</b>	<b>100.00%</b>

### 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 ( <i>start 4/1/18</i> )	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)
	<b>342,097</b>	<b>371,357</b>	<b>354,101</b>	<b>12,005</b>

#### 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.