Contract 6602

ORIGINAL

INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF REDMOND
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 Redmond, 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 15th 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 15th 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.

6. Duration

6.1. This agreement is effective January 1, 2011. The contract will renew automatically from year to 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 1st through December 31st of each year. Notice of intent to terminate will be given in writing no later than September 30th for termination beginning the subsequent operational year (January 1st).

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

7/15/11

King County Executive Date

7/25/11

King County Sheriff Date

CITY OF REDMOND

7/14/10

City Signature Date