

**INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE TOWN OF YARROW POINT
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 Town of Yarrow Point, a municipal corporation of the State of Washington, hereinafter referred to as the "Town."

WHEREAS, the Town 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 Town;

NOW THEREFORE, the County and Town 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 Town 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 Town outside the boating season.
- 1.3. Buoy Maintenance. The KCSO Marine Unit will maintain, repair, and replace specified buoys in selected waters under Town jurisdiction as needed throughout the year.
- 1.4. Service Statistics & Reports. The KCSO Marine Unit will provide the Town with monthly, quarterly, or annual reports (according to the Town's preference) of the marine patrol services provided and incidents occurring within Town waters.

2. Town Obligations

- 2.1. The Town confers municipal police authority on County officers engaged pursuant to this Agreement in enforcing State and Town ordinances within Town waters for the purposes of carrying out this Agreement.

- 2.2. The Town 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 Town 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 Town'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 Town's cost share by updating the Cost Exhibit twice each year. Estimated costs will be sent to the Town 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 Town in the form of an "adopted" Cost Exhibit no later than April 15th each year. The two exhibits will be compared; the Town will be billed the lesser of the two costs.
- 4.3. Town Cost Share Calculation. The Town's cost share will be determined as indicated in the Cost Exhibit. The Town's workload incident share will be averaged with the Town's freshwater shoreline footage share. Workload incidents will include dispatched calls for service (DCFS) and on-views captured during the boating season months. Workload incidents will also include non-routine/off-season response and buoy maintenance incidents detailed in Section 4.4.
- Until a full year's worth of actual workload incident counts have been collected for the Town, an estimate of the Town's workload incident counts will be used to calculate costs. When a full year of actual workload incident counts have been collected, this number will be used to calculate costs. When two years of actual workload incident counts have been collected, a two-year average of workload incident counts will be used to calculate costs. Thereafter, the Town's workload share will represent a 3-year rolling average of workload incidents.
- 4.4. Non-Routine/Off-Season Response & Buoy Maintenance. Non-routine DCFS response generated by the Town and the number of buoys on which maintenance is performed may be added to the Town's workload share factored into the Town share cost model calculation per Section 4.3.

- 4.5. Billing. The contract amount will be billed annually by July 1, except in the first year of this contract where the contract amount will be billed within 30 days after the effective date. 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 Town from any liability or responsibility which arises in whole or in part from the existence, validity or effect of Town ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, the Town will defend the same at its sole expense and if judgment is entered or damages are awarded against the Town, the County, or both, the Town will satisfy the same, including all chargeable costs and attorney's fees.
- 5.2. The County will indemnify and hold harmless the Town 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 Town only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Town 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 Town or the Town and the County, the County will defend the same at its sole cost and expense; and if final judgment be rendered against the Town and its officers, agents, and employees or jointly against the Town and the County and their respective officers, agents, and employees the County will satisfy the same.
- 5.4. The Town 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 Town, its officers, agents, and employees. The Town 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 Town, 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 Town.
- 5.5. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County or the Town and the County, the Town 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 Town and their respective officers, agents, and employees the Town will satisfy the same.

6. Duration

6.1. This agreement is effective upon signature by all parties and approval of their respective councils. 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 Town 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 Town to be served by KCSO per Section 1.1 may be agreed to in writing by the Town 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 Town.

IN WITNESS WHEREOF the parties have executed this Agreement.

KING COUNTY

TOWN OF YARROW POINT

King County Executive

Date

Mayor

6/20/11

Date

King County Sheriff

Date