



INTRLOC\_00      KC SHERIFF'S OFFICE

File Location

Vendor Name

**Document Type:**      Interlocal                      New

**Vendor Name:**      KC SHERIFF'S OFFICE

**PO# Location:**      INTRLOC-000

**Effect Date:**      1/1/2011

**Term Date:**      12/31/2011

**CR#:**      47754

**Related CR#:**      \_\_\_\_\_

**Ordinance:**      \_\_\_\_\_

**Resolution:**      8134

**Leg Date:**      9/7/2010

**Vendor #:**      37256

**Description:**      MARINE PATROL SERVICES ON LAKE SAMMAMISH  
PO 1050335-000

\_\_\_\_\_

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**KC SHERIFF'S OFFICE**  
12/31/2011

**INTRLOC\_00**  
INTERLOCAL AGREEMENTS  
12/31/2009  
500176854

**Notes:**

Res 8134

ORIGINAL

**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 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.

JAN 10 1990

- 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.

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 1<sup>st</sup> through December 31<sup>st</sup> of each year. Notice of intent to terminate will be given in writing no later than September 30<sup>th</sup> for termination beginning the subsequent operational year (January 1<sup>st</sup>).

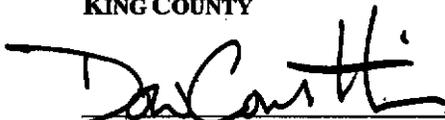
8. General Provisions

- 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

CITY OF BELLEVUE

  
King County Executive      7/15/11  
Date

  
City Signature      7/14/11  
Date

  
King County Sheriff      7/25/11  
Date

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8134

A RESOLUTION authorizing the execution of an Interlocal Agreement with the King County Sheriff's Office (KCSO) for ongoing Marine Patrol Services on Lake Sammamish.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

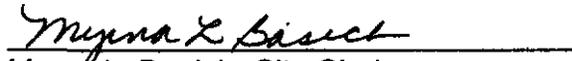
Section 1. The City Manager or his designee is hereby authorized to execute an Interlocal Agreement with the King County Sheriff's Office (KCSO) for ongoing Marine Patrol Services on Lake Sammamish, a copy of which Agreement has been given Clerk's Receiving No. 47754.

Passed by the City Council this 7th day of September, 2010, and signed in authentication of its passage this 7th day of September, 2010.

(SEAL)

  
Don Davidson, DDS  
Mayor

Attest:

  
Myrna L. Basich, City Clerk

**CITY COUNCIL AGENDA MEMORANDUM**

**Subject:** Resolution No. 8134 authorizing execution of an Interlocal Agreement for ongoing Marine Patrol services on Lake Sammamish with the King County Sheriff's Office (KCSO).

**Fiscal Impact:** The Interlocal Agreement authorizes KCSO's Marine Patrol unit to provide ongoing routine marine patrol on Lake Sammamish by enforcing applicable laws and ordinances, promoting boating safety, replacing essential buoys, and preventing law or safety violations, especially emphasizing the annual boating season between May 15 and September 15. In return, each year the City agrees to pay a pro-rated amount to King County based on Bellevue shorefront footage and a three-year rolling average of incidents in Bellevue waters, including dispatched calls for service and "on-views" (stopping vessels while on patrol). There are nine municipalities that each pay a share of King County Marine Patrol services based upon this pro-ration of costs.

The *preliminary* cost estimate for 2011 based on these factors will be distributed in Fall 2010, and the *final* cost determination will be announced in April 2011. Bellevue will pay the lesser of the estimated and the final amounts, expected to be no more than \$39,000. In 2010, the charge was \$38,485. \$39,178 is currently budgeted for this service in 2011, pending Council approval of the 2011-2012 General Fund Budget. Based on the formula contained in the Interlocal Agreement, the Police Department intends to annually budget for these on-going services. The Interlocal Agreement does provide an annual opportunity to terminate the Agreement.

**Staff Contact:** Linda Pillo, Chief 452-4334  
John Manning, Major, Patrol 452-4211  
Carl Krikorian, Fiscal Manager 452-6961  
Police Department

**POLICY CONSIDERATION**

Should the City execute the Interlocal Agreement (ILA) with the King County Sheriff's Office for Marine Patrol services along Bellevue's shoreline on Lake Sammamish that the Agreement authorizes on an ongoing basis?

**BACKGROUND**

Since 2000, Bellevue has contracted with the KCSO for Marine Patrol services on Lake Sammamish under the same basic Interlocal Agreement. This year, the eight contract cities and

King County agreed to revise and update the ILA to more fairly allocate costs for marine services. These revisions included using GIS technology to ascertain shoreline feet along Lake Washington (Bellevue's share is 26,680 out of 329,238), and to use a three-year rolling average of workload rather than a single year. Both are key measurements in calculating the allocation of KCSO costs to patrol Lake Washington. Other minor updates to the ILA were approved, including the billing provisions, due dates for early termination, and clarification of routine boating services. The ILA is for ongoing marine patrol services beginning in 2011. Termination of the ILA can occur with written notice by September 30 for the subsequent year. While the cost each year can change based on incidents, King County costs, and other factors, it is expected that the cost for this service will remain close to the amount budgeted in subsequent years.

All other participating municipalities have approved this new version of the ILA. Once Bellevue approves, KCSO can use the new costing methodology when it calculates the 2011 allocations.

#### **EFFECTIVE DATE**

If approved by the Council, this Resolution will be effective immediately.

#### **OPTIONS**

1. Adopt Resolution No. 8134, authorizing execution of an Interlocal Agreement for ongoing Marine Patrol services on Lake Sammamish with the King County Sheriff's Office.
2. Do not adopt Resolution No. 8134 and provide alternative direction to staff.

#### **RECOMMENDATION**

Adopt Resolution No. 8134, authorizing execution of an Interlocal Agreement for ongoing Marine Patrol services on Lake Sammamish with the King County Sheriff's Office.

#### **MOTION**

Adopt Resolution No. 8134, authorizing execution of an Interlocal Agreement for ongoing Marine Patrol services on Lake Sammamish with the King County Sheriff's Office.

#### **ATTACHMENTS**

Proposed Resolution No. 8134

#### **AVAILABLE IN COUNCIL OFFICE**

Interlocal Agreement

2378-RES  
8/31/2010

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8134

A RESOLUTION authorizing the execution of an Interlocal Agreement with the King County Sheriff's Office (KCSO) for ongoing Marine Patrol Services on Lake Sammamish.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute an Interlocal Agreement with the King County Sheriff's Office (KCSO) for ongoing Marine Patrol Services on Lake Sammamish, a copy of which Agreement has been given Clerk's Receiving No. \_\_\_\_\_.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010, and signed in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

(SEAL)

\_\_\_\_\_  
Don Davidson, DDS  
Mayor

Attest:

\_\_\_\_\_  
Myrna L. Basich, City Clerk



CR# 47754 Date: 8-3-11 Loc: \_\_\_\_\_ PO #: 1060335.000  
RS 8134

City of Bellevue  
 Finance Department - Contracting Services  
 450 110th Ave. NE. Bellevue, WA 98004

**Contract Routing Form**

**Current Contract Information:**

**Contract Title:** KCSO Marine Patrol  
**Contract Description:** Revised Interlocal Agreement with King County Sheriff's for marine patrol services on Lake Samm  
**Total Contract Value:** \$39,000.00 *estimated*  
**This Amendment Value:** \_\_\_\_\_  
**Department:** Police - 593  
**Contract Manager:** Carl Krikorian  
**Contract Type:** Interlocal Agreement (ILA)  
**Contract Form:** Vendor contract document  
**Budget Expenditure:** No Budget Impact (Explain in Additional Comments)

Maximo User: \_\_\_\_\_

**Vendor Information:**

**Is this a new vendor?** No  
**Vendor Name:** King County Sheriff's Office  
**JDE Vendor Number:** 37296  
**Is this vendor an independent contractor?** Yes  
**Tax ID #:** \_\_\_\_\_  
**COB License #:** \_\_\_\_\_  
**UBI #:** \_\_\_\_\_  
**Contractor's License #:** \_\_\_\_\_

**Contract Terms:**

**Original Effective Date:** 01/01/2011 **End Date:** 12/31/2011 **Subject To:** Three 1-year renewals  
*automatic renewal*

**Related Contract Information:**

**Is this an amendment/change order/renewal?** No

**Council Approval:**

**Does this contract require council approval?** Yes  
**Council Award Date:** 9/7/2010 **Council Action:** Resolution 8134 **Legislative #:** TBD

**Route:**

	In	Out
Contracting Services: <u>W. Brown</u>		
Information Technology: Not Required		
Legal: <u>[Signature]</u>	8-19-10	8/23/10
Insurance Reviewed By: <u>[Signature]</u>	8/23/10	8/24/10
Department Director: <u>[Signature]</u>	7/29/11	7/29/11
Contracting Services: <u>W. Brown</u>		8/21/11
Return To: Carl Krikorian		
City Clerk's Office: <u>M. Tolson</u>	8-3-11	8-3-11

### CONTRACT REVIEW CRITERIA

Contract Title: KCSO Marine Patrol

Vendor Name: King County Sheriff's Office

Dept. **Contracting Services**

- a) Does the Contract Routing/Approval Form and Contract have consistent information?
- b) Is the Contract Type and template appropriate for the services performed?
- c) Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate? *estimated*
- d) Is the JDE vendor name and number accurate?
- NA*  e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified? \_\_\_\_\_
- f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
- NA*  g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- NA*  h) Has the Selection Method been explained in Additional Comments? Are results attached?
- i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached? *agenda memo*
- j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- k) Is Attachment "A" (Scope of Work and/or Services) attached? *agmt*
- l) Is Attachment "B" (Insurance Requirements) attached?
- m) Are any additional riders required? If so, which one's? \_\_\_\_\_
- n) Does Insurer have a Best rating of A- or better?
- o) Is the Contractor identified as the insured?
- p) Does the Contractor have Commercial General Liability, Business Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
- q) Are the policy expiration date(s) on the Certificate of Insurance current?
- r) Does the Contractor have a self-insured retention? Is it above \$50,000?
- s) Is the City listed as the Certificate Holder?
- t) Does the cancellation wording provide the City with 30 days notice?
- u) Is the Certificate signed?
- v) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
- NA*  w) Is the contract exempt from paying Prevailing Wages? If not, are current Wage Rates attached in Attachment "C"? *yes*
- NA*  x) Does the Contractor have an open account with the Washington State Department of Revenue?
- NA*  y) Are the Contractor's worker's compensation premiums current?
- NA*  z) Is the Contractor on the Federal Debarred Suspended List?
- NA*  aa) Does the vendor have an active Professional/Contractor License with the Washington State Department of Licensing?

Risks to Review

**RISK MANAGEMENT:**

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- Does the Contractor's Certificate of Insurance comply with the requirements?
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City? *No*
- Does the Hold Harmless clause include language referencing Title 51 releases? *Yes*

*No insurance provision  
Both entities are self insured.*