

INTERLOCAL AGREEMENT FOR MARINE PATROL SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is between the City of Mercer Island, a municipal corporation of the State of Washington, hereinafter "Mercer Island", and the City of Renton, a municipal corporation of the State of Washington, hereinafter "Renton".

WHEREAS, Mercer Island maintains a Marine Patrol unit to provide Marine Patrol services in the water of its municipal jurisdiction; and

WHEREAS, Renton borders on Lake Washington and has certain of the waters of Lake Washington within its municipal jurisdiction; and

WHEREAS, Renton wishes to avail itself of the Marine Patrol services of Mercer Island in and on the waters within its municipal jurisdiction; and

WHEREAS, Mercer Island is agreeable to rendering such Marine Patrol services on terms and conditions negotiated between the parties;

NOW, THEREFORE, pursuant to the provisions of the Interlocal Cooperation Act, Chapter 39.34, Mercer Island and Renton hereby agree as follows:

Section 1. Definition of "Marine Patrol Services":

For purposes of this Agreement, "Marine Patrol Services" means the routine patrol of waters for the purpose of enforcing applicable laws and ordinances and establishing a deterrent and preventive effect in the waters, including responses to serious emergency complaints arising from conduct or situations on or under the waters, in accordance with standard emergency dispatch protocol; and the providing of fire suppression services from a Marine Patrol boat.

Section 2. Mercer Island Obligations:

In consideration of the promises of Renton set forth in this Agreement and payment of the sum specified below, Mercer Island promises as follows:

- (A) Mercer Island will provide emergency services twenty-four (24) hours per day during the entire year.
- (B) Mercer Island will provide eight (8) hours of Marine Patrol service each day during the boating season which is from April 1st to October 31st each year. The daily service will be provided collectively to Mercer Island and all other cities/towns who contract with Mercer Island for service.

- (C) During the balance of the year, Mercer Island will provide Marine Patrol service eight (8) hours per day, six (6) days per month.
- (D) At the end of each year, Mercer Island will provide Renton with a report of Marine Patrol services rendered within Renton waters for the seven months of the boating season. No reports will be furnished during the balance of the year.

Under special circumstances, pursuant to an official request from the Renton Chief of Police, the Mercer Island Marine Patrol shall provide statistics pertaining to recent marine patrol activity within the City of Renton.

- (E) Furnish all personnel and any and all other things appropriate to accomplish the level of Marine Patrol services described in Section 2 (A) above.
- (F) Refund a share, prorated on the basis of time, of any sums paid by Renton in the event of termination of this Agreement.

Section 3. Renton Obligations:

In consideration of the promises of Mercer Island set forth in this Agreement, Renton's obligations are as follows:

- (A) Renton agrees to pay to Mercer Island for providing the Marine Patrol services described in Section 2 of this Agreement for each calendar year an amount equal to 18.5% of the Mercer Island Marine Patrol budget. The budget is determined by starting with the total estimated costs of providing Marine Patrol services to Renton and each of the cities/towns which contract for such services and deducting revenues estimated to be received from the Washington State Vessel Registration Fees. The remaining amount is the Mercer Island Marine Patrol budget.

Renton agrees to pay the amount determined by this formula to Mercer Island on or before December 30 of each year. The City of Mercer Island shall notify Renton in November of the amount due pursuant to this formula. Payment shall be made to the City of Mercer Island at 9611 S.E. 36th Street, Mercer Island, Washington 98040.

- (B) Renton hereby confers municipal police authority on Mercer Island Department of Public Safety officers engaged pursuant to this Agreement in enforcing State laws and Renton City ordinances within Renton waters for the purposes of carrying out this Agreement.
- (C) Wherever Renton shall request the placement of buoys within the waters under its jurisdiction, Mercer Island will purchase and install the buoys and Renton will reimburse Mercer Island for the cost of the buoys and the costs associated with

installation. Mercer Island will maintain, repair and replace such buoys as needed and Renton will reimburse Mercer Island for the costs associated with the maintenance, repair or replacement.

All of the costs involved with buoy acquisition, placement, maintenance, repair and replacement are in addition to the charge for Marine Patrol services set forth in subparagraph (A) above.

Section 4. Supervision and Personnel:

Both parties to this Agreement understand and agree that Mercer Island is acting as independent contractor, with the following intended results:

- (A) Control of personnel, and payment of wages and benefits of such personnel standards of performance, discipline, and all other aspects of Marine Patrol performance shall be governed entirely by Mercer Island.

Section 5. Indemnification:

- (A) In executing this agreement, Mercer Island does not assume liability or responsibility for or in any way release Renton from any liability or responsibility which arises in whole or in part from the existence, validity or effect of Renton's ordinances, rules, regulations or from any statutory, common law or similar duty to the public that Renton has by virtue of its status as a municipality in the State of Washington. In any such cause, claim, suit, action or administrative proceeding is commenced, Renton shall defend the same at its sole expense and if judgment is entered or damages are awarded against Renton, Mercer Island, or both, Renton shall satisfy the same, including all chargeable costs and attorney's fees.
- (B) Subject to Section 5(A), Mercer Island shall indemnify and hold harmless Renton 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 any negligent act or omission of Mercer Island, its officers, agents, and employees in performing services pursuant to this Agreement.

In the event that any suit based upon such a claim, action, loss, or damage is brought against Renton or Renton and Mercer Island, Mercer Island shall defend the same as its sole cost and expense; and if final judgment be rendered against Renton and its officers, agents, and employees or jointly against Renton and Mercer Island and their respective officers, agents and employees, Mercer Island shall satisfy the same.

- (C) Renton shall indemnify and hold harmless Mercer Island 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 any negligent act or omission of Renton, its officers, agents and employees.

In the event that any suit based upon such a claim, action, loss, or damage is brought against Mercer Island or Renton and Mercer Island, Renton shall defend the same at its sole costs and expense; and if final judgment be rendered against Mercer Island, and its officers, agents, and employees or jointly against Mercer Island and Renton and their respective officers, agents, and employees, Renton shall satisfy the same.

- (D) This indemnification provision shall survive the expiration or termination of this Agreement.

Section 6. General Provisions:

- (A) This Agreement shall be effective from January 1, 1999 ~~through November 1, 2000~~, provided that it shall automatically be renewed for additional one year terms under the same terms and conditions, unless either party gives the other party sixty (60) days written notice prior to expiration of a term of its intention to renegotiate for another term or of its intention not to renew for another term.
- (B) Either party may terminate this Agreement upon furnishing written notice to the other at least sixty (60) days in advance of the desired date of termination.
- (C) Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination.
- (D) No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall 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.
- (E) Both parties understand that no significant impact on the environment will result from services rendered under this Agreement.
- (F) Both parties recognize that revenue or the lack of revenue from citations shall not be a measure of Marine Patrol activity, and that Mercer Island is under no obligation to generate any revenue through citations.

Section 7. Filing of Agreement:

This Agreement shall be filed with the city/town clerks of each municipality and the Secretary of State as required by law.

Both parties, through their authorized agents, have read and understand the above Agreement, and intend to be bound by it, and the authorized agents of Renton and Mercer Island have signed below this 23rd day of April, ~~2000.~~ 2001

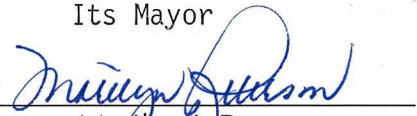
CITY OF RENTON

By: _____



Jesse Tanner
Its Mayor

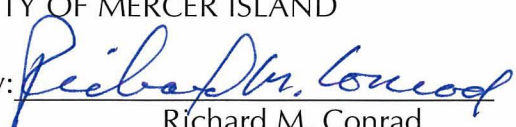
ATTEST: _____



Marilyn J. Petersen
Its City Clerk

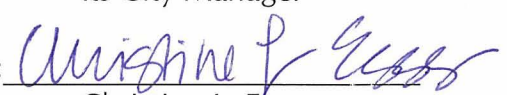
CITY OF MERCER ISLAND

By: _____



Richard M. Conrad
Its City Manager

ATTEST: _____



Christine L. Eggers
Its City Clerk

Approved as to Form:

By: _____



Londi K. Lindell
Its City Attorney