

Introduced by: RON SIMS

March 23, 1989

Proposed No. 89 - 250

7494

MOTION NO. _____

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A MOTION authorizing an interlocal agreement between King County and Tukwila for continuation of the surface water management service charge and providing for certain drainage related services in areas annexing to Tukwila.

WHEREAS, King County and Tukwila have cooperated to define areas of joint service provision related to surface water management, and

WHEREAS, King County can continue to provide surface water management services in areas annexing to Tukwila if the parties enter into an interlocal agreement, and

WHEREAS, Tukwila plans to institute a drainage service charge program in 1990 and intends to provide for the continuation of drainage services until that program begins, and

WHEREAS, both King County and the City of Tukwila are authorized, pursuant to RCW Chapter 39.34, to enter into an interlocal agreement;

NOW THEREFORE, BE IT MOVED by the Council of King County:

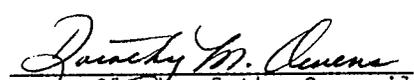
The King County executive is hereby authorized to execute an interlocal agreement with Tukwila in substantially the same form as the attached.

PASSED this 3rd day of April, 1989.

King County Council
King County, Washington


Chair

Attest:


Clerk of the Council

W3:3-20

INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND TUKWILA

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3 This agreement is made and entered into this day between the City of
4 Tukwila, hereinafter called "Tukwila," and King County, hereinafter called
5 "King County" to allow for the collection of surface water management service
6 charges on behalf of Tukwila in certain areas recently annexed to Tukwila.

7 WHEREAS, in accord with Tukwila Ordinance No. 1503, Fire District One
8 will be annexed to Tukwila March 31, 1989; and

9 WHEREAS, in accord with Tukwila Ordinance Nos. 1509, 1508, and 1510,
10 Foster, Riverton, and Thorndyke, respectively, will be annexed to Tukwila,
11 effective April 15, 1989; and

12 WHEREAS, King County has a Surface Water Management Program supported by
13 a service charge on developed properties in unincorporated King County and
14 collects the service charge pursuant to K.C.C. 9.08.020 through 9.08.100; and

15 WHEREAS, King County and Tukwila wish to provide for the continuation of
16 drainage-related service charges in the annexed areas; and

17 WHEREAS, Tukwila has the authority to collect surface water management
18 service charges and plans to institute a comprehensive drainage program in
19 1990, which will include the areas annexed to Tukwila in 1989; and

20 WHEREAS, pursuant to RCW 39.34, the parties are each authorized to enter
21 into an interlocal agreement,

22 NOW THEREFORE, it is agreed by the parties as follows:

- 23 1. Tukwila authorizes and delegates to King County the responsibility
24 to collect the existing surface water management service charge on
25 developed properties within the areas annexed to Tukwila.
- 26 2. King County will deposit and hold the revenue collected for Tukwila
27 subject to the provisions of Section 4 of this Agreement, and
28 pursuant to RCW 39.34 and 43.09.285.
- 29 3. Tukwila and King County will enter into an interlocal agreement to
30 determine the method for and purpose of expending the revenue. The
31 parties further agree that the Southgate Detention Pond, listed as
32 CIP No. 047053 in the King County 1989 Adopted Budget, is considered

1 the highest priority surface water management service in the
2 annexation areas and the first priority for expenditure of revenues
3 collected under this agreement, pursuant to Section 4 of this
4 agreement.

- 5 4. Tukwila agrees that King County will be reimbursed for its costs of
6 billing, collecting, and holding the service charge revenue. King
7 County will present Tukwila with an invoice showing the costs.
- 8 5. Tukwila agrees that King County will not be responsible for service
9 charges which are delinquent or not paid under this agreement. King
10 County agrees to provide Tukwila with an annual accounting of all
11 paid and unpaid service charges on properties in the designated
12 area.
- 13 6. This agreement shall be in force until January 1, 1990, however, the
14 agreement may be terminated by either party upon one hundred twenty
15 days written notice.
- 16 7. The parties agree that, in the event of termination, revenues
17 adequate to cover King County's costs of billing, collecting and
18 holding service charge revenue shall be collected and paid to King
19 County.
- 20 8. In performing the actions described in this agreement, King County
21 is acting as Tukwila's agent, and in the event of any claim for
22 damages arising out of such actions by King County, the tort
23 liability, if any, of King County and Tukwila shall be determined,
24 as between Tukwila and King County, according to standard principles
25 of agency.
- 26 9. Tukwila shall defend and save harmless King County, its officers and
27 employees as to any claim which may be made for damages asserting
28 the invalidity of the delegation of authority to King County by this
29 Agreement, including all costs of investigation, defense and
30 reasonable attorney's fees.
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10. The City of Tukwila shall enact an ordinance that adopts King County's regulations for the collection of surface water service charges as identified in this agreement. This agreement shall take effect upon the effective date of such ordinance. King County's regulations and fee schedule are set out in Title 9.08 of the King County Code.

IN WITNESS WHEREOF, this Agreement is signed this _____ day of _____, 1989.

Approved as to form:

KING COUNTY

By _____
King County Deputy Prosecuting
Attorney

By _____
Tim Hill
King County Executive

Approved as to form:

CITY OF TUKWILA

By _____
City Attorney

By _____
Gary L. Van Dusen, Mayor