

MOTION NO. 8780

1
2 A MOTION authorizing an interlocal agreement
3 between King County and the City of Bellevue
4 for billing, collecting, and transferring surface
5 water management surcharges from Lakemont to
6 Bellevue.

7 WHEREAS, the Lakemont subdivisions, a residential Master Planned
8 Development located in Bellevue, require construction of a storm water
9 drainage control system, and

10 WHEREAS, the City of Bellevue has issued Waterworks Utility bonds to
11 finance the construction of the required storm water drainage facility, and

12 WHEREAS, the City of Bellevue, through City Ordinance 4285, imposed a
13 surcharge on all properties in the Lakemont subdivisions contributing
14 runoff to the storm water drainage control system, and

15 WHEREAS, King County has a fully developed automated billing system
16 which can be used for other jurisdiction's billings when an interlocal
17 agreement is negotiated between the parties, and

18 WHEREAS, the City of Bellevue has requested that King County act as
19 Bellevue's agent to collect the surcharge revenue from the Lakemont
20 property owners, and

21 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the
22 parties are each authorized to enter into an agreement;

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

24 The county executive is authorized to enter into an interlocal
25 agreement with the City of Bellevue, in substantially the form attached,
26 for King County to bill, collect, and transfer to the City a surface water
27 management surcharge from the property owners in the Lakemont subdivisions
28 on behalf of Bellevue.

29 PASSED this 14th day of September, 1992

30 KING COUNTY COUNCIL
31 KING COUNTY, WASHINGTON

Audrey Luyker
32 Chair

ATTEST:

Gerald A. Tolson
Clerk of the Council

INTERLOCAL AGREEMENT BETWEEN KING COUNTY
AND THE CITY OF BELLEVUE

1 This agreement is made and entered into by and between the City of
2 Bellevue, hereinafter known as "Bellevue", and King County, hereinafter
3 known as "King County", to allow for the billing and collection of a
4 surface water management surcharge from the property owners in the Lakemont
5 subdivisions on behalf of Bellevue.

6 WHEREAS, the Lakemont subdivisions, a residential Master Planned
7 Development managed by the Newcastle Development Company and located in
8 Bellevue, requires construction of a storm water drainage control system;
9 and

10 WHEREAS, the City of Bellevue, through City Ordinance Number 4284,
11 issued Waterworks Utility bonds for the purpose of providing financing for
12 the storm water drainage control system in the Lakemont subdivisions; and

13 WHEREAS, to pay for such bonds, the City of Bellevue, through City
14 Ordinance Number 4285, imposed a surface water surcharge on all Lakemont
15 properties contributing runoff to the storm water drainage control system;
16 and

17 WHEREAS, the City of Bellevue authorizes King County to act as
18 Bellevue's agent to collect the surcharge; and

19 WHEREAS, King County has a fully developed automated billing system
20 which can be used for other jurisdiction's billings when an interlocal
21 agreement is negotiated between the parties; and

22 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the
23 parties are each authorized to enter into an agreement:

24 NOW THEREFORE, the parties hereto agree as follows:

25 I. PURPOSE:

26 The purpose of this agreement is:

- 27 A. To collect a surface water management surcharge, imposed by
28 Bellevue, on all properties contributing runoff to the storm water
29 drainage control system located in the Lakemont subdivisions.
30 B. To enable Bellevue to utilize King County's billing and collection
31 services.
32 C. To establish a means whereby King County can act as Bellevue's

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agent to collect the surcharge for the City.

II. CONTRACT MANAGEMENT:

A. This agreement shall be administered by the Manager of the King County Surface Water Management Division and the Manager of the Bellevue Storm and Surface Water Utility, or their designees.

III. RESPONSIBILITIES:

The parties agree to the following responsibilities:

A. Bellevue

1. Bellevue represents that it has the legal authority, adopted by ordinance, which:

- a. Imposes a surcharge on property in the Lakemont subdivisions for the purpose of generating revenue to pay the principal and interest on capital construction bonds.
- b. Authorizes the City to reimburse King County for the costs of collecting the surcharge revenue and for administering services connected with such collection.

2. Bellevue will provide King County with necessary billing information for all property in the Lakemont subdivisions, including but not limited to:

- * new account information
- * tax parcel account numbers
- * surcharge rates
- * total parcel acreage
- * impervious surface acreage
- * drainage basin information

3. Bellevue will be responsible for any liens and foreclosures resulting from the nonpayment of the surcharge.

B. King County

1. King County will collect the surcharge from properties contributing runoff to the storm water drainage control system within the Lakemont subdivisions using the combined Property

1 Tax and Surface Water Billing Statement.

- 2 2. King County will distribute the surcharge revenue to Bellevue
3 by the tenth day of the month immediately following the month
4 in which the revenue is collected.
- 5 3. King County will provide Bellevue with information about
6 delinquent accounts and will notify property owners of the
7 delinquent status of the accounts in September of each year,
8 using the same schedule that is used to notify delinquent
9 accounts in King County.
- 10 4. King County will provide Bellevue with monthly revenue reports
11 and an annual report on delinquent accounts.

12 IV. COSTS AND PAYMENTS:

- 13 A. Bellevue will pay King County for revenue collection services as
14 follows:
- 15 1. A fee representing the cost of revenue and collections
16 services provided by King County's Office of Financial
17 Management, up to a maximum of one percent (1%) of the gross
18 revenue collected by King County for Bellevue. This fee
19 includes the overhead on the services and will be paid to the
20 Office of Financial Management.
- 21 2. A start-up charge of ninety-three cents (\$0.93) per account
22 per year for the first two years for modifying the King County
23 Billing System to accept the Bellevue information.
- 24 3. An annual per account billing charge for activities related to
25 billing, maintaining the database, delinquencies, customer
26 service, refunds, reports on revenue, collections and other
27 relevant billing and collection activities as agreed to by the
28 parties. This charge is set forth in the 1993 PER ACCOUNT
29 BILLING CHARGE COST SUMMARY attached to this agreement as
30 Exhibit A and incorporated in this agreement.
- 31 B. King County will prepare and present to Bellevue quarterly
32 invoices showing the services provided and the cost of the

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services.

C. Bellevue will pay King County within forty-five days after receipt of invoice.

V. DURATION AND EFFECTIVENESS:

A. This agreement shall become effective upon signatures by all parties and will remain in effect until December 31, 2010.

VI. CONTINUATION, AMENDMENT, OR TERMINATION:

- A. This agreement may be amended, altered, or clarified only by written agreement between the parties hereto.
- B. This agreement may be terminated by either party upon ninety days written notice before December 31 of any year to terminate revenue collection for the following year.
- C. Changes in services provided through this agreement requires written consent of the Contract Managers, and the signatories of this agreement will be informed.
- D. The annual per account billing charge, as shown in Exhibit A, will be calculated annually, agreed to by the parties, and attached to this agreement as an update.

VII. INDEMNIFICATION AND HOLD HARMLESS:

- A. In executing this agreement, King 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 part from the existence, validity, or effect of City ordinance, rules, or regulations. If any such cause, claim, suit, action, or administrative proceeding is commenced, the City shall 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 shall satisfy the same including all chargeable costs and attorneys fees.
- B. King County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from and against

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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 service pursuant to this agreement.

C. Bellevue shall 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.

If 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 shall 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 shall satisfy the same.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this _____ day of _____, 1992.

Approved as to form:

Bellevue:

By _____

By _____
City Manager

Date _____

Date _____

Approved as to form:

King County:

By _____

By _____
King County Executive

Date _____

Date _____

EXHIBIT A

1993 PER ACCOUNT BILLING CHARGE COST SUMMARY

1. Billing Service Charge:

The King County Billing Service Charge includes King County staff time, supplies and overhead required to prepare bills, maintain and update the database, and related billing functions for the Lakemont subdivisions properties.

The following services are included in the per account charge:

- * customer service
- * data input
- * report generation
- * processing of rate adjustments
- * computer analyst time

1993 Cost per Account Charge: \$2.98

Estimated Number of Accounts 500

2. Finance Collection Fee:

The Finance Collection Fee represents the cost of revenue collection transfer services provided by King County's Office of Financial Management, plus the overhead on the services, up to a maximum of one percent (1%) of the gross revenue collected. The King County Office of Financial Management will bill and collect the fee from Bellevue.

Estimated 1993 Gross Revenue Collected \$250,000