

1 2-20-97
BL:dmsC1

INTRODUCED BY MAGGI FIMIA

2 PROPOSED NO. 97-100

3
4 MOTION NO. **10127**

5 A MOTION authorizing an interlocal agreement
6 between King County and the city of Lake Forest
7 Park for the provision of storm and surface water
8 management services and the collection and
9 disbursement of Lake Forest Park surface water
10 management service charge fees to the city by the
11 county.

12 WHEREAS, the city of Lake Forest Park has established a surface water management
13 program and service charges to support the program, and

14 WHEREAS, King County has a program of services to address the management of storm
15 and surface water runoff, and

16 WHEREAS, King County and the city of Lake Forest Park have previously entered into
17 an agreement whereby King County provides specific surface water management services,
18 including billing, collection, and transfer of revenue by King County to the city, and

19 WHEREAS, the city of Lake Forest Park has asked King County to continue to provide
20 storm and surface water management services to the city, and

21 WHEREAS, the parties recognize that there are efficiencies and economies gained by
22 cooperating in the provision of storm and surface water management services, and

23 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each
24 authorized to enter into an agreement;
25
26
27
28

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

2 The county executive is authorized to enter into an interlocal agreement with the city of
3 Lake Forest Park, in substantially the same form as attached, for the purpose of continuing to
4 provide storm and surface water management services to the city.

5 PASSED by a vote of 12 to 0 this 17th day of
6 March, 19 97.

7 KING COUNTY COUNCIL
8 KING COUNTY, WASHINGTON

9
10 Jane Hague
Chair

11 ATTEST:

12 Gerald A. Peterson
13 Clerk of the Council

14 Attachments:

15 Interlocal Agreement between King County and the City of Lake Forest Park
16
17
18
19
20
21
22
23
24
25
26
27
28

AN INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF LAKE FOREST PARK
FOR THE PROVISION OF SURFACE WATER SERVICES
AND COLLECTION OF REVENUES

1 This agreement is hereby entered into by King County, Department of Natural Resources,
2 and the City of Lake Forest Park, a municipal corporation, for the provision of surface water
3 services to Lake Forest Park and the collection and transfer of Lake Forest Park's surface water
4 management revenue by King County.

5 WHEREAS, Lake Forest Park recognizes the need for comprehensive surface water
6 management to preserve and protect the environment, public and private property, and the health
7 and welfare of its citizens; and

8 WHEREAS, the City has the legal authority for a surface water management program
9 financed by a service charge on developed properties; and

10 WHEREAS, King County has an established program of services to address the
11 management of storm and surface water runoff, including meeting state and federal mandates for
12 water quality; and

13 WHEREAS, through an interlocal agreement, King County is able to provide surface
14 water management services to Lake Forest Park's residents and property owners, and the City
15 wishes King County to provide these services; and

16 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each
17 authorized to enter into an agreement for cooperative action;

18 NOW THEREFORE, the parties hereto agree as follows:

19 I. Purpose of the Agreement:

20 A. The purpose of this agreement is to establish mechanisms by which King County will
21 provide the City of Lake Forest Park and its residents and property owners with
22 drainage related services, and will collect the revenue necessary to support those
23 services.

24 B. This agreement establishes the means whereby King County can act as Lake Forest
25 Park's agent in the billing and collection of the surface water service charge.

- 1 C. This agreement sets forth the services which the parties agree will be provided within
- 2 the Lake Forest Park city limits and provides estimates of the annual costs of those
- 3 services.
- 4 D. This agreement establishes procedures for documenting the levels and costs of actual
- 5 services delivered.
- 6 E. This agreement provides for making adjustments to the amount, type and cost of
- 7 services requested by Lake Forest Park and provided by King County.

8 **II. Management of Contracted Drainage Services**

- 9 A. The City and County will, by written correspondence, identify the City and County
- 10 liaisons responsible for administering this agreement, including day-to-day service
- 11 provision, contract performance, and notifying the County of requests for changes to
- 12 agreement terms.
- 13 B. The liaisons will implement procedures, as set forth in agreement section IV., for
- 14 adjusting the type and level of services to be provided to the City.
- 15 C. Either liaison is authorized to convene a meeting with a minimum of ten (10) calendar
- 16 days written notice to the other party to review contract performance or to review or
- 17 resolve service issues.
- 18 D. Any conflict that is not resolved by the liaisons within ten (10) working days of a
- 19 meeting held to discuss the conflict shall be referred to the Lake Forest Park City
- 20 Administrator and the Director of the King County Department of Natural Resources,
- 21 who shall resolve the conflict.

22 **III. Responsibilities of the Parties**

23 The responsibilities of the parties under this agreement relate to authorizing, coordinating,

24 and providing drainage related services to Lake Forest Park and its residents.

1 A. King County

- 2 1. King County agrees to provide the services as set forth in the Service Description
3 and Estimated Costs addendum, attached to this agreement as Exhibit One and
4 incorporated herein.
- 5 2. King County will bill Lake Forest Park property owners for the surface water
6 management service charge, using the King County property tax statement, and
7 will collect and transfer the revenue to Lake Forest Park on an approximately
8 monthly basis.
- 9 3. King County will inform Lake Forest Park officials of delinquent accounts.
- 10 4. King County will keep records of services delivered in Lake Forest Park and will
11 make said records available to Lake Forest Park at least quarterly or as
12 requested.

13 B. Lake Forest Park

- 14 1. Lake Forest Park will maintain the legal authority to operate a surface water
15 management program, and to contract with King County for drainage related
16 services, through legislation which authorizes the County to collect surface water
17 service charges from City property owners and permits the County to act as the
18 City's agent for collecting the service charge and providing drainage services.
- 19 2. Lake Forest Park will maintain policies and procedures to manage the delivery of
20 specific services under this agreement.
- 21 3. As of the effective date of this agreement, Lake Forest Park's surface water
22 service charge rate structure is as set forth in Exhibit Two, attached to this
23 agreement and incorporated herein. If, in any given year, the City elects to
24 change its service charge rate structure for the following year, it will notify the
25 County of the new structure at least 60 days prior to the beginning of the new

1 year, allowing time for the County to make necessary adjustments to the billing
2 system.

- 3 4. Lake Forest Park will be responsible for all actions pursuant to delinquent
4 accounts, including the use of liens and foreclosures on Lake Forest Park
5 property owners.

6 IV. Services to Be Provided

7 The services to be delivered under this agreement are described in Exhibit One. This
8 section sets forth any conditions which must be met for the delivery of specific services to
9 occur.

10 A. Enforcement Services

- 11 1. Should Lake Forest Park wish King County to provide enforcement services for
12 the City's drainage and/or water quality codes, Lake Forest Park must maintain
13 sufficient authority to perform specific tasks associated with enforcements, and to
14 allow the County to undertake specific enforcement tasks within City limits.
15 Such authority includes drainage standards identical or very similar to King
16 County Code 9.04, water quality control provisions identical or very similar to
17 King County Code 9.12, and enforcement procedures identical or very similar to
18 King County Code Chapter 23.
- 19 2. King County is able to provide enforcement-related services in the following
20 general categories: investigating potential violations, advising the City on
21 rectifying situations caused by violations, and providing assistance in cases
22 involving violations. Specifically, the County's services are limited to the
23 following:
- 24 a. conduct research and site visits to determine whether a violation exists;
 - 25 b. develop a form "Notice of Violation";
 - 26 c. advise the City regarding correction of the violation;

- d. develop a report to the hearing examiner;
 - e. attend hearings and provide testimony on the City's behalf;
 - f. evaluate corrections/compliance and report to the City;
3. In cases requiring enforcement of Lake Forest Park's drainage and/or water quality codes, the City must initiate and prosecute actions. Specifically, Lake Forest Park shall conduct the following enforcement-related activities:
- a. initiate the enforcement action;
 - b. issue notice of violation;
 - c. coordinate repair/reconstruction with owner;
 - d. conduct enforcement hearings;
 - e. release notice and order upon completion of repairs;
 - f. collect/negotiate fines;
 - g. defend its ordinances.
4. Lake Forest Park is responsible for legal services relating to enforcement actions.

B. Additional Services

1. Should Lake Forest Park identify the need to request additional surface water related services from King County not specified in this agreement, Lake Forest Park will make the request in writing to the King County liaison, as established in agreement section II.
2. The King County and Lake Forest Park liaisons, and other King County and Lake Forest Park staff as needed, will agree in writing on a scope of work for the additional or expanded work requested. King County will provide a written cost estimate in cases where work is projected to cost over \$500.
3. When King County and Lake Forest Park have agreed on the scope of work, Lake Forest Park will submit to King County a signed letter, with written scope of work and any written cost estimate attached, to authorize the work. Work may

1 be initiated when King County has acknowledged receipt of the letter and
2 attachments.

- 3 4. Letters authorizing additional work, along with any attachments, will be appended
4 to this agreement.
5 5. Provision of additional services is subject to the availability of SWM staff.

6 C. Service Revisions

- 7 1. If Lake Forest Park wishes to substantially revise or discontinue a specific service
8 being provided by King County at any given time, the City will inform the County
9 in writing of the requested revision or discontinuance. In the absence of a written
10 request, the County will continue to provide and bill the City for the service.
11 2. The above provision does not supercede the Agreement Termination and
12 Amendment provisions of this agreement, as contained in agreement section VII.

13 V. Financial Arrangements

14 A. Revenue Collection and Disbursement

- 15 1. King County will collect and distribute to Lake Forest Park the service charge
16 revenues received from properties within the city limits using the combined
17 Property Tax and Drainage Billing Statement.
18 2. King County will hold revenues collected for Lake Forest Park in a separate
19 account and will disburse the revenue to the City on an approximately monthly
20 basis.
21 3. Lake Forest Park will pay an annual per-account fee for surface water
22 management service charge billing and revenue collection services, as set forth in
23 Exhibit One. The fee is one dollar and seventy-seven cents (\$1.77) per Lake
24 Forest Park account for 1996 and is adjustable on an annual basis.
25 4. The King County Department of Finance will charge the City a flat one percent
26 (1%) of all revenue collected by the County for the City under the terms of this

1 agreement, except those revenues collected as a result of City enforcement
2 action. This charge will remain unchanged for the duration of this Agreement,
3 and will be deducted from the revenues collected on a monthly basis by the
4 County and forwarded to the City. This charge is reflected on Exhibit One.

5 B. Service Costs

- 6 1. Estimated annual costs for services are shown on Exhibit One. Cost estimates
7 and actual costs (as reflected on quarterly service invoices) account for direct
8 services plus administrative overhead charges, as required by King County
9 Council Motion No. 8689.
- 10 2. Costs on Exhibit One are estimated for the Lake Forest Park city area as it exists
11 at the effective date of this agreement. Estimated and actual costs may increase
12 should Lake Forest Park annex further land areas and request the County to
13 provide surface water services in these areas. Requested increases in service due
14 to an increased Lake Forest Park service area will be handled through procedures
15 outlined in agreement section IV.
- 16 3. Adjustments to the type and level of service and cost of services are subject to
17 the annual budget processes of King County and Lake Forest Park. Costs for
18 each year will reflect relevant economic adjustments such as cost of living
19 increases adopted by the King County Council.
- 20 4. In the event that King County may be required or requested to provide SWM
21 services to Lake Forest Park in unscheduled or unpredictable circumstances or
22 events, the parties will agree in writing for additional payment of services should
23 those extraordinary service costs cause the total of estimated services as set forth
24 in Exhibit One to be exceeded.

1 C. Billing and Payments

- 2 1. King County will prepare and present to Lake Forest Park quarterly invoices
3 showing the actual services provided and the total cost of those services. Actual
4 costs billed may vary from estimated costs.
- 5 2. Lake Forest Park will pay King County in full within 45 days after receipt of the
6 invoice.

7 D. Future Annexations

- 8 1. Proration of Revenues. For areas which may be annexed mid-year to the City,
9 annual surface water service charge revenues will be pro-rated between the City
10 and the County according to a proration formula agreed upon in writing by the
11 parties at the time of annexation.
- 12 2. Debt Service. Property owners in any areas annexed to Lake Forest Park will
13 continue to be liable for the debt service portion of King County's surface water
14 management service charge, in accordance with R.C.W. 36.89.100 and K.C.C.
15 9.08.20 as set forth in Public Rule, FIN 8-2(PR).

16 VI. Effectiveness and Duration

17 This agreement is effective upon signature by both parties. The agreement shall renew
18 automatically from year to year unless either party provides written notice by September 1
19 of its intent to terminate or substantially change the agreement effective January 1 of the
20 following year.

21 VII. Termination and Amendment

- 22 A. This agreement may be amended, altered, or clarified only by written agreement of
23 the parties hereto.
- 24 B. This agreement may be terminated subject to conditions as expressed in agreement
25 section VII. above.

1 C. This agreement is a complete expression of the terms hereto and any oral or written
2 representations or understandings not incorporated herein are excluded. The parties
3 recognize that time is of the essence in the performance of the provisions of this
4 agreement. Waiver of any default shall not be deemed to be a waiver of any
5 subsequent default. Waiver or breach of any provision of this agreement shall not be
6 deemed to be a waiver of any other or subsequent breach and shall not be construed
7 to be a modification of the terms of the agreement unless stated to be such through
8 written approval by the parties which shall be attached to the original agreement.

9 VIII. Hold Harmless and Indemnification

10 A. The County shall indemnify and hold harmless the City and its officers, agents and
11 employees, or any of them from any and all claims, actions, suits, liability, loss, costs,
12 expenses and damages of any nature whatsoever, by reason of or arising out of any
13 negligent act or omission of the County, its officers, agents and employees, or any of
14 them, relating to or arising out of the performance of this Agreement. In the event
15 that any such suit based upon such a claim, action, loss or damage is brought against
16 the City, the County shall defend the same at its sole cost and expense; provided, that
17 the City reserves the right to participate in such a suit if any principle of governmental
18 or public laws is involved. If final judgment be rendered against the City and its
19 officers, agents and employees, or any of them, or jointly against the City and the
20 County and their respective officers, agents and employees, or any of them, the
21 County shall satisfy the same.

22 B. In executing this Agreement, the County does not assume liability or responsibility for
23 or in any way release the City from any liability or responsibility which arises in whole
24 or in part from the existence or effect of City ordinances, rules or regulations. If any
25 cause, claim, suit, action or administrative proceeding is commenced in which the
26 enforceability and/or validity of any such City ordinance, rule or regulation is at issue,

1 the City shall defend the same at its sole expense and if judgment is entered or
2 damages are awarded against the City, the County or both, the City shall satisfy the
3 same, including all chargeable costs and attorney's fees.

4 C. The City shall indemnify and hold harmless the County and its officers, agents and
5 employees, or any of them, from any and all claims, actions, suits, liability, loss, costs,
6 expenses and damages of any nature whatsoever, by reason of or arising out of any
7 negligent act or omission of the City, its officers, agents and employees, or any of
8 them, relating to or arising out of the performance of this Agreement. In the event
9 that any suit based on such a claim, action, loss or damage is brought against the
10 County, the City shall defend the same at its sole cost and expense; provided that the
11 County reserves the right to participate in said suit if any principle of governmental
12 law is involved; and if final judgment be rendered against the County, and its officers,
13 agents and employees, or any of them, or jointly against the County and their
14 respective officers, agents and employees, or any of them, the City shall satisfy the
15 same.

16 D. The foregoing indemnity is specifically and expressly intended to constitute a waiver
17 of each party's immunity under Washington's Industrial Insurance Act, RCW Title
18 51, as respects the other party only, and only to the extent necessary to provide the
19 indemnified party with a full and complete indemnity of claims made by the
20 indemnitor's employees. The parties acknowledge that these provisions were
21 specifically negotiated and agreed upon by them.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ of
2 _____, 19____.

3
4
5
6
7
8
9
10
11
12
13
14
15
16

Approved as to form:

KING COUNTY:

Deputy Prosecuting Attorney

King County Executive

CITY OF LAKE FOREST PARK:

Legal Counsel

City Administrator

SERVICE DESCRIPTION AND ESTIMATED COSTS**Drainage Services**

Complaint Response. Response to, investigation of, and assistance toward resolving complaints/inquiries regarding drainage, water quality, and drainage facility problems.

Facility Inspection. Annual inspection of Lake Forest Park's regional, residential, and commercial drainage facilities. Information updates to computer and paper files. For regional and residential facilities, written reports on facilities requiring maintenance. For commercial facilities, issuance of letters to property owners indicating compliance with maintenance standards or needed maintenance.

Facility Maintenance. For regional and residential drainage facilities, scheduling and oversight of maintenance by subcontracted drainage crews. Maintenance work performed.

Engineering Support. As requested by the City, engineering analysis to assist in developing solutions to drainage, water quality, and drainage facility-related problems. Design and construction administration for small drainage improvement projects.

Project Construction. Construction of small drainage improvement projects as identified and authorized by City staff. Construction work is managed by Water and Land Resources Division staff and subcontracted to King County Roads Services Division crews.

Basin Stewardship

The steward assists the City in protecting and enhancing its watersheds and aquatic resources. Services include coordinating with City staff and other parties to implement watershed management projects, responding to concerns from City representatives, identifying opportunities for educational and volunteer events, and coalescing resources available to enhance waterways.

Service Charge Billing/Revenue Collection

Service Charge Billing and Customer Service. Billing of the surface water service charge to Lake Forest Park property owners on the King County property tax statement. Processing changes to customer accounts and responding to customer inquiries regarding the service charge.

Revenue Collection. Collection and transmittal to Lake Forest Park of surface water service charge revenues. Services performed by the King County Office of Financial Management.

Estimated Annual Service Costs

\$

Notes/Assumptions

Drainage Services

• Complaint response for drainage, water quality, facility issues	7,000
• Regional, Residential, Commercial Facility Inspection	8,000
• Regional and Residential Facility Maintenance	25,000
• Engineering Support	25,000
• Project Construction	40,000

Subtotal 105,000

Based on current/projected activity levels
 Based on current/projected activity levels
 Based on current/projected activity levels
 Assumes average of 8 hrs./week of engineering time
 Assumes construction of 2-5 small projects, depending on project scale

Basin Stewardship

9,000

Based on current steward activity levels

Service Charge Billing and Customer Service

7,439

Based on service for 4,203 accounts at \$1.77 per account (1996 fee)*

Department of Finance charge for revenue collection and disbursement

2,108

Based on 1% of \$210,870 (amount of annual service charge billed in 1996)

Subtotal 9,547

TOTAL 123,547

Annual Surface Water Management Service Charges

There are two types of services charges: the flat rate and the sliding rate.

- The flat rate service charge of \$85.02 a year applies to single-family homes and parcels with 10% or less impervious surface.
- The sliding rate service charge applies to all other properties in the service area. The sliding rate is calculated by measuring the amount of impervious surface on each parcel and multiplying the appropriate rate by the total parcel acreage.

Several special rate categories will automatically be assigned to those who qualify:

- An exemption for any home owned and occupied by a low-income senior citizen determined by the Assessor to qualify under RCW 84.36.381.
- A discount for any parcel served by a County-approved retention/detention (R/D) facility maintained by the owner.
- A discount for any parcel (or part of a parcel) officially designated as open space.

Annual Rate Table

Rate Category	Percent Impervious Surface	Annual Service Charge (\$)
1) Residential: single-family home		85.02/parcel
2) Very Light	less than or equal to 10%	85.02/parcel
3) Light	more than 10%, less than or equal to 20%	198.40/acre
4) Moderate	more than 20%, less than or equal to 45%	410.98/acre
5) Moderately Heavy	more than 45%, less than or equal to 65%	793.60/acre
6) Heavy	more than 65%, less than or equal to 85%	1006.16/acre
7) Very Heavy	more than 85%, less than or equal to 100%	1317.94/acre

Rate Adjustments

Any person receiving a bill may file a request for a rate adjustment within two years of the billing date. (Filing a request will not extend the payment period.)

Property owners should file a request for a change in the rate assessed if:

- the property acreage is incorrect;
- the measured impervious surface is incorrect;
- the property is charged a sliding fee when the fee should be flat;
- the person or property qualifies for an exemption or discount; or
- the property is wholly or in part outside the service area.