

MOTION NO. 7684

A MOTION authorizing the executive to enter into an interlo-  
cal agreement with the City of Mercer Island for funding of  
marine patrol services with proceeds from the local County  
option boat tax.

WHEREAS, King County is required to contract by interlocal agreement with  
municipalities providing marine patrol services, and is required to provide com-  
pensation to those municipalities in accordance with RCW Chapter 82.49.070, and

WHEREAS, King County and the City of Seattle have such agreements in place  
for 1988 and 1989, and


WHEREAS, Mercer Island provides marine patrol services and seeks  
compensation from the proceeds of the local option boat tax;

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

The County executive is authorized to execute an interlocal agreement with  
the City of Mercer Island to provide support for marine patrol services through  
sharing of local option boat tax net proceeds for calendar years 1988 and 1989  
of up to twelve and five tenths percent (12.5%).

PASSED this 11<sup>th</sup> day of September, 1989

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:



Clerk of the Council

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AN INTERLOCAL AGREEMENT PROVIDING  
FOR THE DISTRIBUTION OF LOCAL  
OPTION BOAT TAX REVENUES

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4 THIS IS AN INTERLOCAL AGREEMENT made on \_\_\_\_\_, 1989,  
5 between King County, a home rule charter county, a political subdivision of the  
6 State of Washington, hereinafter referred to as the "County," and the City of  
7 Mercer Island, a municipal corporation of the State of Washington, hereinafter  
8 referred to as the "City."

9 WHEREAS the County, provides marine patrol services on the unincorporated  
10 waters in the County and by interlocal agreements to five suburban cities  
11 (Bellevue, Hunts Point, Kirkland, Redmond, and Yarrow Point); and

12 WHEREAS, the City of Seattle provides marine patrol services on the waters  
13 within the city limits; and

14 WHEREAS, the City of Des Moines provides marine patrol services on the  
15 waters surrounding the Des Moines Marina; and

16 WHEREAS, the City provides marine patrol services on waters within the City  
17 limits and for the cities of Medina and Renton; and

18 WHEREAS, pursuant to Chapter 82.49 Revised Code of Washington (RCW), King  
19 County has enacted a local option boat tax applicable to certain vessels moored  
20 or stored in King County; and

21 WHEREAS, Chapter 82.49 RCW provides that such tax revenue shall be used only  
22 for administration and enforcement of boating safety, search and rescue opera-  
23 tions concerning boating, and boating patrols; and

24 WHEREAS, the County desires to transfer to the City a portion of such tax  
25 revenues to be used for boating safety services; and

26 WHEREAS, the City desires to use such revenues to support marine safety  
27 services;

28 NOW THEREFORE, pursuant to RCW 39.34, the County and the City hereby agree:

29 1. The City agrees to the continued imposition by the County of an annual  
30 tax of \$.50 per foot on the privilege of using a vessel moored or stored in  
31 King County.  
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1           2. The County shall administer and collect the tax imposed by King County  
2 Ordinance 6595, as amended, in accordance with this interlocal agreement and  
3 with the provisions of the 1983 State Boating Law and any succeeding amendments  
4 enacted by the Legislature. The City agrees to this method of administration  
5 and collection.

6           3. During the term of this agreement, the County agrees to collect the tax  
7 and on or before the tenth of each month, after deducting the County's adminis-  
8 trative costs, prorated over the months of highest receipts, disburse to the  
9 City twelve and five-tenths percent (12.5%) of the net revenues collected in the  
10 prior month.

11           4. Consistent with the State law, the City agrees to use such boat tax rev-  
12 enue to support boating safety and search and rescue operations concerning boat-  
13 ing in Mercer Island, Medina and Renton.

14           5. The City agrees to enact an ordinance making it unlawful for any person  
15 to moor, store, or operate a vessel, the use of which is subject to King County  
16 Ordinance 6595, as amended, within the City's jurisdiction without displaying  
17 evidence of compliance with that ordinance and providing that any fines col-  
18 lected for violation of such a section of the City's code shall be in addition  
19 to the tax required. The City shall also ensure that similar legislation is  
20 enacted for Medina and Renton.

21           6. The City shall keep such data as necessary to accurately account for the  
22 program and shall make an annual report to the County of boat tax revenue usage  
23 no later than March 1 of the following year.

24           7. The County and the City agree to work with the Washington State  
25 Department of Licensing to ensure the department includes inquiries about  
26 moorage/storage location in its proposed automated boat registration system.

27           8. The City and County agree to explore alternative methods of allocating  
28 the tax revenues between the two jurisdictions based on service level demands or  
29 other criteria if deemed appropriate. Either party may request the commencement  
30 of negotiations concerning the methods of revenue allocation. Any change in  
31 allocation shall be reflected in a new agreement approved by the legislative  
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bodies of the City and the County.

9. Nothing in this Agreement shall preclude the parties from negotiating a future expansion of the service area and an increase in the tax revenues distributed to the City.

10. The City shall retain all records relating to the performance of this Agreement for six (6) years as specified in State law. The County or duly authorized representative shall have the right to examine, and the City shall make available, such records for this period.

11. This Agreement is effective upon execution and shall remain in effect until December 31, 1989. Tax proceeds will be distributed to the City for 1988 and 1989.

Both parties, through their authorized agents, having read and understood the above Agreement, and intending to be bound by it, the authorized agents of the City and the County sign below this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

ATTEST: KING COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: King County Executive  
CITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:  
Norm Maleng, King County Prosecuting Attorney

BY: \_\_\_\_\_