

**8173**

MOTION NO. \_\_\_\_\_

A MOTION authorizing an interlocal agreement between King County and the City of Lake Forest Park to cooperate in the billing, collecting and transferring of service charge revenue resulting from Lake Forest Park's initiation of a drainage and surface water management service charge program.

WHEREAS, King County and the City of Lake Forest Park have cooperated in the past in addressing common drainage concerns, and

WHEREAS, Lake Forest Park wishes to establish permanent funding for achieving both regional and local drainage and water quality concerns, and

WHEREAS, on September 19, 1990 the City of Lake Forest Park unanimously adopted Ordinance 459 establishing a storm and surface water utility; imposing charges for the use thereof; and making other provisions, and

WHEREAS, King County has in place a billing and collecting system for surface water management service charge fees which can be modified for use by other jurisdictions; and

WHEREAS, Lake Forest Park has requested that King County act as its agent to collect the service charge revenue from Lake Forest Park property owners, and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for cooperative action; NOW, THEREFORE, BE IT MOVED by the Council of King County:

The County Executive is authorized to enter into an interlocal agreement in substantially the same form as attached with the City of Lake Forest Park for billing and collecting and certain other services related to Lake Forest Park's storm and surface water service charge on properties within the City.

PASSED, this 28<sup>th</sup> day of January, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chairman

ATTEST:

Geoffrey A. Peter  
Clerk of the Council

1 INTERLOCAL AGREEMENT BETWEEN KING COUNTY  
2 AND THE CITY OF LAKE FOREST PARK

3 This agreement is made and entered into between the City of Lake Forest Park,  
4 hereinafter called "Lake Forest Park", and King County, hereinafter called  
5 "King County", to allow for the collection of surface water management serv-  
6 ice charges on behalf of Lake Forest Park.

7 WHEREAS, in accord with Lake Forest Park Ordinance No. \_\_\_\_\_, Lake  
8 Forest Park has the authority to collect surface water management service  
9 charges; and

10 WHEREAS, Lake Forest Park plans to conduct a comprehensive drainage  
11 program beginning in 1991; 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 WHEREAS, King County has a fully developed automated billing system which  
15 can be used for other jurisdiction's billings when an interlocal agreement is  
16 negotiated between the parties; and

17 WHEREAS, pursuant to RCW 39.34, the parties are each authorized to enter  
18 into an interlocal agreement:

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

20 I. The purpose of this agreement is:

- 21 A. To enable Lake Forest Park to utilize King County's billing and  
22 collection services for the collection of a surface water management  
23 service charge on properties in Lake Forest Park.  
24 B. To establish a means whereby the County can act as the City's agent  
25 to collect the service charge for the City.

26 II. The Responsibilities of the parties are as follows:

27 A. Lake Forest Park:

- 28 1. Lake Forest Park has provided the legal authority for this  
29 agreement by enacting legislation which will:  
30 a. create a surface water management program and establish rates  
31 and charges for the management of storm and surface water in  
32 the city;  
33 b. authorize the County to collect surface water service charges  
34 from City property owners;

- 1 c. permit the County to act as the City's agent for service  
2 charge collection and providing drainage services; and  
3 d. authorize the City to reimburse the County for the costs of  
4 collecting the service charge revenue and for administrative  
5 services connected with such collection as agreed to by the  
6 City.

- 7 2. Lake Forest Park will be responsible for any liens and  
8 foreclosures resulting from the non-payment of surface water man-  
9 agement service charge.  
10 3. Lake Forest Park will provide King County with accurate  
11 information as required to determine the rate classification and  
12 amount for the service charge on commercial properties in the  
13 City.

14 B. King County:

- 15 1. King County will collect and distribute revenue received from  
16 properties within the City through the combined Property Tax and  
17 Drainage Billing Statements.  
18 2. The County will hold revenues collected for the City in a  
19 separate account and will disburse these revenues to the City at  
20 the end of May, June, October, November, and January.  
21 3. The County will provide the City with information about  
22 delinquent accounts.

23 III. Financial Arrangements:

24 A. Cost of Services:

- 25 1. Lake Forest Park will pay the County for revenue collection  
26 services as follows:  
27 a. one percent (1%) of all revenue collected by the County for  
28 the City under this agreement.  
29 b. a start-up charge of ninety-three cents (\$0.93) per account  
30 per year for the first two years for modifying the King  
31 County Billing System to accept the Lake Forest Park  
32 information.

1 c. an annual Billing Services charge of two dollars, fifty cents  
2 (\$2.50) per account for activities related to billing, main-  
3 taining the database for residential properties,  
4 delinquencies, refunds, reports on revenue, collections, and  
5 other relevant billing and collection activities as agreed to  
6 by the parties.

7 d. Administrative overhead for services described in this  
8 agreement at the estimated rate of thirty percent (30%) of  
9 the total of the start-up charge and the Billing Services  
10 charge.

11 B. Bills and Payments:

- 12 1. King County will prepare and present to Lake Forest Park  
13 quarterly invoices showing the services provided and the cost of  
14 the services.  
15 2. Lake Forest Park will pay the County within 45 days after receipt  
16 of invoice.

17 IV. Administration:

18 A. The Manager of the King County Surface Water Management Division and  
19 the Lake Forest Park City Administrator or his/her respective desig-  
20 nees shall compose the administration and management of this coopera-  
21 tive program to collect surface water management service charge  
22 revenue in the City.

23 B. In the event the Division Manager and the City Administrator are  
24 unable to reach agreement on any issue related to the services cov-  
25 ered by this agreement, issues will be resolved by the Director of  
26 the King County Department of Public Works and the Mayor of the City.

27 V. Effectiveness and Duration:

28 A. This agreement shall become effective upon signature by all parties  
29 and will remain in effect until December 31, 2001.

30 VI. Amendments, Extension or Termination:

31 A. This agreement may be amended, altered, clarified or extended only by  
32 written agreement of the parties hereto.

- 1 B. The estimated costs and services as shown in this agreement are  
2 accepted by the parties as representing the best projections for  
3 service and cost available at the time of this agreement.
- 4 1. Changes in services discussed in this agreement will be agreed to  
5 in writing by the administrators of this cooperative program and  
6 the signators of this agreement will be informed.
- 7 2. If the County must make changes in the level of service or the  
8 costs of the services covered by this agreement, the changes will  
9 be reported to the City and new estimates will be negotiated  
10 between the parties.
- 11 3. If the City wishes changes in the level of services under this  
12 agreement, the County will be informed in writing and the parties  
13 will agree as to the timing and accomplishment of said changes.
- 14 C. If the City wishes to terminate the billing and revenue collection  
15 services provided by the County, the City will notify the County in  
16 writing no less than ninety days before December 31 of any year to  
17 terminate revenue collection for the following year.

18 VII. Hold Harmless and Indemnification:

- 19 A. In executing this agreement, the County does not assume liability or  
20 responsibility for or in any way release the City from any liability  
21 or responsibility which arises in whole or in part from the  
22 existence, validity, or effect of city ordinance, rules or  
23 regulations. If any such cause, claim, suit, action, or admini-  
24 strative proceeding is commenced, the City shall defend the same at  
25 its sole expense and if judgment is entered or damages are awarded  
26 against the City, the County, or both, the City shall satisfy the  
27 same including all chargeable costs and attorneys fees.
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1 B. The County shall indemnify and hold harmless the City and its  
2 officers, agents, and employees, or any of them, from and against any  
3 and all claims, actions, suits, liability, loss, costs, expenses, and  
4 damages of any nature whatsoever, which are caused by or result from  
5 a negligent act or omission of the County, its officers, agents, and  
6 employees in performing service pursuant to this agreement.

7 In the event that any suit based upon such a claim, action, loss, or  
8 damage is brought against the City or the City and the County, the  
9 County shall defend the same at its sole cost and expense; and if  
10 final judgment be rendered against the City and its officers, agents,  
11 and employees or jointly against the City and the County and their  
12 respective officers, agents, and employees, the County shall satisfy  
13 the same.

14 C. The City shall indemnify and hold harmless the County and its  
15 officers, agents, and employees, or any of them, from and against any  
16 and all claims, actions, suits, liability, loss, costs, expenses,  
17 and damages of any nature whatsoever, which are caused by or result  
18 from a negligent act or omission of the City, its officers, agents  
19 and employees.

20 In the event that any suit based upon such a claim, action, loss, or  
21 damage is brought against the County or the City and the County, the  
22 City shall defend the same at its sole cost and expense; and, if  
23 final judgment be rendered against the County and its officers,  
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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 execute this agreement on this 28<sup>th</sup> day of January, 1991.

Approved as to form:

LAKE FOREST PARK

\_\_\_\_\_  
City Attorney  
Lake Forest Park

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Mayor

\_\_\_\_\_  
Deputy Prosecuting Attorney  
King County

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King County Executive