

MOTION NO. 9434

1  
2 A MOTION authorizing an interlocal agreement  
3 between King County and the City of Lake Forest  
4 Park for the provision of storm and surface  
5 water management services to areas annexed to  
6 the City and to the original City of Lake Forest  
7 Park and providing for King County's collection  
8 and disbursement of surface water management  
9 service charge revenue to the City.

10 WHEREAS, the City of Lake Forest Park has established a Municipal  
11 Urban Growth Area describing areas of unincorporated King County which may  
12 be annexed to the City in the future, and

13 WHEREAS, in 1994, Lake Forest Park annexed five areas of  
14 unincorporated King County located to the south of the existing City of  
15 Lake Forest Park, and

16 WHEREAS, other areas located in the Municipal Urban Growth Area are  
17 expected to annex to Lake Forest Park in the future, and

18 WHEREAS, Lake Forest Park has previously adopted legislation  
19 establishing a storm and surface water management program and service  
20 charge on developed properties in the City, and

21 WHEREAS, King County and Lake Forest Park have previously entered  
22 into an agreement whereby King County bills, collects, and transfers  
23 service charge revenue within the original boundaries of the City, and

24 WHEREAS, Lake Forest Park and King County desire to enter into an  
25 interlocal agreement for the provision of comprehensive surface water  
26 management services, including billing, collection, and transfer of  
27 revenue, by King County to the original City, the five newly annexed areas  
28 and future annexation areas when requested by the City and agreed to by  
29 King County, and

30 WHEREAS, pursuant to R.C.W.39.34, the Interlocal Cooperation Act, the  
31 parties are authorized to enter into an agreement for cooperative action;

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

The executive is authorized to enter into an interlocal agreement in  
substantially the same form as attached with the City of Lake Forest Park

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

for the purpose of providing consistent and comprehensive storm and surface water management services to current and future areas with city limits.

PASSED by a vote of 13 to 0 this 12<sup>th</sup> day of December, 1994.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Kent Pullen  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

Attachments:

Interlocal Agreement Between King County and  
and the City of Lake Forest Park

**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 Public Works,  
2 Surface Water Management Division, hereinafter referred to as "King County", and the City  
3 of Lake Forest Park, a municipal corporation hereinafter referred to as "Lake Forest Park",  
4 for the provision of surface water management services to Lake Forest Park and the collection  
5 and transfer by King County of surface water management revenue from newly annexed areas  
6 to Lake Forest Park.

7           WHEREAS, Lake Forest Park has established a Municipal Urban Growth Area  
8 describing areas of unincorporated King County which may be annexed to the City in the  
9 future, and

10           WHEREAS, the City has annexed five areas of unincorporated King County to the  
11 south of the City and within the Urban Growth Area, and

12           WHEREAS, other areas located in the Municipal Urban Growth Area are expected to  
13 annex to Lake Forest Park in the future, and

14           WHEREAS, Lake Forest Park recognizes the need to continue comprehensive surface  
15 water management services in these areas to preserve and protect the environment, public and  
16 private property, and the health and welfare of its citizens, and

17           WHEREAS, Lake Forest Park wishes to provide consistent levels of drainage services  
18 within the original city area and annexed areas, and

19           WHEREAS, King County has an established program to address the management of  
20 storm and surface water runoff, including meeting State and Federal mandates for water  
21 quality, and

22           WHEREAS, Lake Forest Park has previously adopted legislation establishing its own  
23 storm and surface water service charge and is authorized to enter into this Agreement with  
24 King County for the continuation of services to residents of annexed areas and extension of  
25 services inside the original city boundaries, and

26           WHEREAS, King County and Lake Forest Park entered into an agreement in 1990  
27 wherein King County bills, collects and transfers service charge revenue within the original  
28 city boundaries, and

29           WHEREAS, this agreement, when signed by both parties, incorporates, replaces and  
30 supersedes the existing agreement, and

31           WHEREAS, by entering into this agreement, King County is able to provide a range  
32 of surface water management services to Lake Forest Park which allows uninterrupted service

1 to residents and property owners in the City, and

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

4 NOW THEREFORE, the parties hereto agree as follows:

5 I. Definitions:

6 A. For purposes of describing the different portions of Lake Forest Park in which  
7 King County will provide surface water management services, the Agreement will  
8 refer to separate areas of the City, as defined below. The boundaries of these  
9 areas are indicated on Exhibit One, attached to this Agreement and incorporated  
10 herein.

11 1. **Annexation Areas.** Those areas of formerly unincorporated King County  
12 located within the City's adopted Municipal Urban Growth Area which are  
13 annexed to the City of Lake Forest Park following completion of the  
14 Boundary Review Board process and action by the Lake Forest Park City  
15 Council. As of the effective date of this agreement, Lake Forest Park has  
16 completed annexation of five (5) areas within its Municipal Urban Growth  
17 Area (MUGA). For purposes of this Agreement, "Annexation Areas" will  
18 refer to these five areas. It is anticipated that in the future Lake Forest Park  
19 will annex additional areas within the MUGA for which the City will request  
20 King County to provide surface water management services.

21 2. **Pre-Annexation Lake Forest Park.** The area within the Lake Forest Park  
22 city limits as it existed prior to the five annexations cited above. The pre-  
23 annexation city limits describe a new service area in which King County has  
24 not previously provided comprehensive surface water management services.  
25 New SWM services to be provided by the County are in addition to the  
26 existing revenue collection and disbursement services provided under an  
27 interlocal agreement entered into by the parties in 1990, which is  
28 incorporated into and replaced by this agreement.

29 B. **Service Costs.** The estimated cost of services set forth in this agreement and  
30 attachments is established by King County Council Motion 8689 and King County  
31 policy as being the hourly rate for billable staff time plus an administrative  
32 overhead factor for each of the services. Service costs are further addressed in

## 1 Agreement Section VII B.

2 **II. Purpose of the Agreement:**

- 3 A. Through this agreement, King County and Lake Forest Park agree to the  
4 provision of drainage-related services, including service charge revenue collection  
5 and transfer, for the City. Specifically this agreement: 1) provides for King  
6 County to continue drainage-related services in the Annexation Areas; 2) provides  
7 and sets conditions for the extension of drainage-related to Pre-Annexation Lake  
8 Forest Park; and 3) creates a mechanism for the City to request and the County to  
9 provide drainage services in areas within the MUGA which the City may annex in  
10 the future.
- 11 B. This Agreement establishes procedures for documenting and reviewing the levels  
12 and costs of actual services delivered.
- 13 C. This Agreement provides for making adjustments to the amount, type and cost of  
14 services requested by Lake Forest Park and provided by King County.
- 15 D. This Agreement is for a term of two years. King County will deliver the services  
16 set forth from the effective date of the agreement to the end of 1994, and in 1995.
- 17 E. This Agreement, in Section VI, provides and sets conditions for the construction  
18 of large and small capital improvement projects which are sited within the  
19 Annexation Areas and which were underway at the time of annexation. In  
20 addition, Agreement Section VI provides for potential cooperative action by the  
21 parties to prepare a small capital program for the City.

22 **III. Management of Contracted Drainage Services**

- 23 A. The delivery of services under this Agreement will be managed by a Project  
24 Management Team composed of the King County Surface Water Management  
25 Division Manager or designee and the Lake Forest Park City Administrator or  
26 designee with additional staff to be determined by each party.
- 27 B. The Project Management Team or designees will be available to meet at least  
28 quarterly, more often if requested by either party to this Agreement, to review  
29 records and invoices related to the services provided through this Agreement or to  
30 discuss other service-related issues.
- 31 C. The Project Management Team will, as needed, develop and implement  
32 procedures for adjusting the type and level of services, as set forth in this

1 Agreement, to be provided to the City, and/or for requesting and providing  
2 additional services not set forth in this Agreement.

3 D. The Project Management Team will use consensus to reach agreement. In the  
4 event consensus cannot be achieved, issues requiring agreement will be forwarded  
5 to the Director of the King County Department of Public Works and the City  
6 Administrator of Lake Forest Park for resolution.

7 **IV. Description of Services and Conditions for Service Delivery**

8 The services to be provided under this Agreement are described in detail in Exhibit  
9 Two, "Description of Contract Services," attached to this Agreement and incorporated  
10 herein. This section sets forth any conditions which must be met for the delivery of  
11 specific services.

12 **A. Service Provision to Specific Areas of Lake Forest Park**

- 13 1. As of the effective date of this agreement, King County will provide the  
14 following services in the Annexation Areas: Facilities Maintenance, Drainage  
15 Investigation and Regulation, Basin Steward services, and Billing and  
16 Revenue Collection. Estimated costs for one year of services in the  
17 Annexation Areas are set forth in Exhibit Three, "Schedule of Estimated  
18 1994 Revenues and Service Costs," attached to this Agreement and  
19 incorporated herein.
- 20 2. In order to determine appropriate service levels and estimated service costs  
21 for Pre-Annexation Lake Forest Park, King County will, upon written request  
22 by the City and subject to availability of County staff, perform an inventory of  
23 the Pre-Annexation Lake Forest Park drainage system. A description of  
24 work to be undertaken, "Inventory Scope of Work," is attached to this  
25 Agreement as Exhibit Four and incorporated herein. Prior to beginning the  
26 inventory, King County will provide for the City's approval a written work  
27 schedule and cost estimate for the inventory. King County will bill the City  
28 for the actual costs of inventory work. The completed inventory and service  
29 cost estimates will be shall be attached to this agreement as an amendment, as  
30 set forth in Section VIII.A of this agreement.
- 31 3. Until the inventory and service cost estimates for Pre-Annexation Lake  
32 Forest Park are completed and attached to this Agreement, King County will

1 provide Drainage Investigation and Regulation, Facilities Maintenance, and  
2 Basin Steward services to Pre-Annexation Lake Forest Park on an as-  
3 requested basis, subject to availability of King County staff. King County will  
4 continue to provide service charge billing and revenue collection services in  
5 Pre-Annexation Lake Forest Park, according to the previous agreement.

- 6 4. Subject to written request by the City, preparation by King County of a  
7 written service description and service cost estimate, and availability of King  
8 County staff, the County will extend drainage-related services to additional  
9 areas annexed by Lake Forest Park after July 1, 1994. The service  
10 description and cost estimate will be attached to this agreement as an  
11 amendment, as set forth in Section VIII.A of this agreement. Until the  
12 agreement is amended for additional annexation areas, King County will  
13 provide Drainage Investigation and Regulation, Facilities Maintenance, Basin  
14 Steward, and Billing and Revenue Collection services in these areas on an as-  
15 needed basis at the City's request, subject to staff availability.
- 16 5. The following services, as described on Exhibit Two, will not be provided for  
17 any area of Lake Forest Park unless specifically requested in writing by the  
18 City: Drainage Mapping, Public Involvement; Technical Services; and Small  
19 Capital Program Preparation and Implementation. Provision of these services  
20 is subject to the availability of King County staff.

21 B. Drainage and Water Quality Code Enforcement Services

- 22 1. Should Lake Forest Park wish King County to provide enforcement services  
23 for the City's drainage and water quality codes, the City must adopt sufficient  
24 authority to perform specific tasks associated with enforcements, and to  
25 allow the County to undertake specific enforcement tasks within City limits.  
26 Such authority includes drainage standards identical or very similar to King  
27 County Code 9.04, water quality control provisions identical or very similar  
28 to King County Code 8.12, and enforcement procedures identical or very  
29 similar to King County Code Chapter 23.
- 30 2. Enforcement-related services King County is able to provide are limited to  
31 the following general functions: investigating potential violations, advising  
32 the City on rectifying situations caused by violations, and providing assistance

1 in cases involving violations. Specifically, the County may perform the  
2 following:

- 3 a. conduct research and site visits to determine whether a violation exists;
- 4 b. develop a form "Notice of Violation";
- 5 c. advise the City regarding correction of the violation;
- 6 d. develop a report to the hearing examiner;
- 7 e. attend hearings and provide testimony on the City's behalf;
- 8 f. evaluate corrections/compliance and report to the City.

9 3. In cases requiring enforcement of Lake Forest Park's drainage and water  
10 quality codes, the City must initiate and prosecute actions. Specifically, Lake  
11 Forest Park shall conduct the following enforcement-related activities:

- 12 a. initiate the enforcement action;
- 13 b. issue notice of violation;
- 14 c. coordinate repair/reconstruction with owner;
- 15 d. conduct enforcement hearings;
- 16 e. release notice and order upon completion of repairs;
- 17 f. collect/negotiate fines;
- 18 g. defend its ordinances.

19 4. Lake Forest Park is responsible for legal services relating to enforcement  
20 actions.

21 **V. Responsibilities of the Parties**

22 The responsibilities of the parties under this Agreement relate to authorizing,  
23 coordinating and providing drainage related services to residents and property owners  
24 in the Annexation Areas and in Pre-Annexation Lake Forest Park.

25 **A. King County**

- 26 1. As of the effective date of this agreement, King County agrees to deliver  
27 drainage services to the Annexation Areas and Pre-Annexation Lake Forest  
28 Park, as specified and conditioned in Agreement Section IV.
- 29 2. King County will bill all Lake Forest Park property owners for the annual  
30 surface water management service charge, using the King County property  
31 tax statement. The County will collect and transfer the revenue to Lake  
32 Forest Park on an approximately monthly basis, and will inform Lake Forest



- 1 Park officials of delinquent accounts.
- 2 3. As conditioned in Agreement Section IV, King County will provide the
- 3 following services to Lake Forest Park on an as-requested basis: Drainage
- 4 Mapping, Public Involvement; Technical Services; and Small Capital Program
- 5 Preparation and Implementation.
- 6 4. King County will keep records of services delivered in all areas of Lake
- 7 Forest Park and will make said records available to the City at least quarterly
- 8 or as requested.

9 **B. Lake Forest Park**

- 10 1. Lake Forest Park will adopt such policies and procedures as are required to
- 11 manage the delivery of specific services under this Agreement.
- 12 2. Lake Forest Park will establish consistent drainage standards in all areas of
- 13 Lake Forest Park to enable the County to deliver consistent services.
- 14 3. Lake Forest Park will provide the County with written notification of changes
- 15 to the existing surface water service charge rates. If the City changes its
- 16 service charge rate structure, it will notify the County of the new rate, and
- 17 any adjustments to that rate, at least 60 days prior to year-end, allowing time
- 18 for the County to make necessary adjustments to the billing system.
- 19 4. Lake Forest Park will be responsible for all actions pursuant to delinquent
- 20 accounts, including the use of liens and foreclosures on property owners.

21 **VI. Capital Project Design and Construction**

22 **A. Large Capital Projects**

23 1. **Future Projects**

24 Design and construction of future large capital improvement projects are not

25 proposed as service elements of this Agreement. Large capital projects cost

26 more than \$25,000 to construct, are subject to public bidding laws, and

27 frequently solve regional drainage problems thereby involving more than one

28 jurisdiction due to location or the nature of the problem to be solved.

29 2. **Project in Process as of Agreement Effective Date**

- 30 a. In February 1993, King County issued the McAleer Creek Drainage
- 31 Improvement Final Environmental Impact Statement (FEIS)
- 32 recommending the construction of a bypass pipeline to reduce flooding

1 and to protect natural and manmade resources in the lower McAleer  
2 Creek area. The recommended alternative to be constructed is referred  
3 to as the McAleer Creek By-Pass project.

- 4 b. King County plans to construct the McAleer Creek By-Pass Project in  
5 1994, as set forth in the FEIS and described below, using bond proceeds  
6 from the 1993 issue of Limited Term General Obligation Bonds by King  
7 County.
- 8 c. King County's budget for the project is \$1,456,319. This amount  
9 includes a ten percent contingency for adjustments necessary for  
10 successful completion of the project.
- 11 d. King County has completed the design, right-of-way acquisition,  
12 permitting, and advertising for the McAleer Creek By-Pass project.  
13 King County will award the contract for construction to the successful  
14 low bidder on the project.
- 15 e. The parties agree that King County will build the project as designed.
- 16 f. The parties agree that any changes to the project design resulting from  
17 Lake Forest Park requests for adjustments to the project will be paid for  
18 by the City.
- 19 g. Upon completion of project construction, King County will involve Lake  
20 Forest Park in the process of ensuring that the facility functions as  
21 designed and accepting it from the contractor. The acceptance process  
22 may take up to two years. The parties agree that after completion of the  
23 process Lake Forest Park will accept the project into its facility inventory  
24 and ensure that it is maintained to function as designed.
- 25 h. King County will ensure that Lake Forest Park is provided with a  
26 maintenance and operations manual for use by the City.

27 **B. Small Capital Projects**

28 **1. Future Projects**

- 29 a. Potential small capital projects to address localized drainage and erosion  
30 problems may be identified in the course of normal service delivery, such  
31 as drainage complaint response or other service programs. Problems for  
32 which potential projects are identified may primarily affect: 1) private

1 property; or 2) drainage or habitat improvement areas on public  
2 property. For King County purposes, small capital projects are generally  
3 defined as those for which total design and construction costs do not  
4 exceed \$50,000, construction cost does not exceed \$25,000, and for  
5 which King County is not required to utilize outside contractors for  
6 construction.

7 b. At the City's request, County staff is available to assist the City in  
8 preparing and executing a small capital project program. Such a  
9 program may include specifying ways potential projects are identified,  
10 formulating criteria for prioritizing potential projects, and setting out  
11 processes for project design and construction.

12 2. Project in Process as of Agreement Effective Date

13 a. At the time of annexation, the SWM Division had identified two local  
14 drainage problems eligible to be resolved through design and  
15 construction of small capital projects under the SWM NDA program;  
16 both projects are located in the Annexation Areas. King County has  
17 completed the design phase of the projects and has provided Lake Forest  
18 Park with project plans and specifications.

19 b. Lake Forest Park has requested that King County proceed with  
20 construction of the two projects, contingent upon the City's agreement  
21 in writing to the cost and schedule for construction of the projects. King  
22 County will prepare detailed written cost estimates and construction  
23 schedules for approval by Lake Forest Park. Upon written approval,  
24 King County will proceed in 1994 with construction of the projects. Any  
25 changes to estimates of cost or construction will be agreed to in writing  
26 by the parties prior to proceeding with changes.

27 c. The parties agree that Lake Forest Park will pay King County for project  
28 construction costs, subject to the above provision. The parties will  
29 prepare a mutually agreeable payment schedule and King County will bill  
30 Lake Forest Park accordingly.

31 d. Following completion of construction and the approval of the projects by  
32 both parties, Lake Forest Park will accept the responsibility for ensuring

1 the maintenance of the projects.

2 **VII. Financial Arrangements**

3 **A. Revenue Collection**

- 4 1. King County will collect and distribute to Lake Forest Park revenue received  
5 from properties within the city limits of Lake Forest using the combined  
6 Property Tax and Drainage Billing Statement.
- 7 2. King County will hold revenues collected for Lake Forest Park in a separate  
8 account and will disburse the revenue to the City on an approximately  
9 monthly basis.
- 10 3. Lake Forest Park will pay the County for revenue collection and  
11 disbursement.
- 12 a. Lake Forest Park will pay an annual per-account fee for surface water  
13 management service charge billing and revenue collection services. The  
14 fee will be two dollars and seventy-nine cents (\$2.79) per Lake Forest  
15 Park account for 1994, as set forth in Exhibit Three and is adjustable on  
16 an annual basis.
- 17 b. The City will pay the County a flat one percent (1%) of all revenue  
18 collected by the County for the City under the terms of this Agreement,  
19 except those revenues collected as a result of City enforcement action.  
20 This charge will remain unchanged for the duration of this Agreement  
21 and will be deducted from the revenues collected on a monthly basis by  
22 the County and forwarded to the City. This charge is reflected on Exhibit  
23 Three.

24 **B. Costs**

- 25 1. The costs for services shown on Exhibit Three represent the estimated annual  
26 costs for 1994 services to the Annexation Areas. Costs estimates are based,  
27 where information is available, on actual costs for services delivered in  
28 previous years. Where previous year actuals are not available, projections of  
29 service costs are based on average direct costs for services throughout the  
30 King County service area. Cost estimates are acknowledged to be the best  
31 projections for service and cost available at the time the Agreement is entered  
32 into. The estimates account for the costs of direct services plus an

1 administrative overhead charge.

- 2 2. King County is unable to provide estimates of the costs of specific services in  
3 Pre-Annexation Lake Forest Park until an inventory of the natural and  
4 constructed drainage system is prepared, as outlined in Agreement Section  
5 IV.A.2. Until the inventory and service cost estimates are available services  
6 provided on an as-needed at the actual cost as set forth in Section I.B of this  
7 agreement.
- 8 3. Adjustments to the type and level of service and cost of services are subject  
9 to the annual budget processes of King County and Lake Forest Park. Costs  
10 for 1995 will reflect relevant economic adjustments such as cost of living  
11 increases adopted by the King County Council.
- 12 4. In the event that King County may be required or requested to provide SWM  
13 services to Lake Forest Park in unscheduled or unpredictable circumstances  
14 or events, the parties will agree in writing for additional payment of services  
15 should those extraordinary service costs cause the total of estimated services  
16 as set forth in Exhibit Three to be exceeded.

17 C. Billing and Payments

- 18 1. King County will prepare and present to Lake Forest Park quarterly invoices  
19 showing the actual services provided and the actual cost of those services  
20 plus administrative overhead. The first invoice will cover the period from the  
21 effective date of this agreement to December 31, 1994; thereafter invoices  
22 will reflect three months of activity.
- 23 2. Lake Forest Park will pay King County within 45 days after receipt of the  
24 invoice.

25 VIII. Effectiveness and Duration

26 This Agreement will be effective upon signature by the parties and will remain in effect  
27 until December 31, 1995, unless extended by the parties pursuant to Section VIII of  
28 this agreement.

29 IX. Termination and Amendment

- 30 A. This Agreement may be amended, altered, clarified or extended only by written  
31 agreement of the parties hereto.
- 32 B. This Agreement may be terminated by either party on ninety (90) days written

1 notice to the other party. In the event of termination by Lake Forest Park, the  
2 City will be responsible for actual costs for services to the end of the quarter in  
3 which the termination of services occurs.

4 **X. Hold Harmless and Indemnification**

- 5 A. The County shall indemnify and hold harmless the City and its officers, agents and  
6 employees, or any of them from any and all claims, actions, suits, liability, loss,  
7 costs, expenses and damages of any nature whatsoever, by reason of or arising  
8 out of any negligent act or omission of the County, its officers, agents and  
9 employees, or any of them, relating to or arising out of the performance of this  
10 Agreement. In the event that any such suit based upon such a claim, action, loss  
11 or damage is brought against the City, the County shall defend the same at its sole  
12 cost and expense; provided, that the City reserves the right to participate in such a  
13 suit if any principle of governmental or public laws is involved. If final judgment  
14 be rendered against the City and its officers, agents and employees, or any of  
15 them, or jointly against the City and the County and their respective officers,  
16 agents and employees, or any of them, the County shall satisfy the same.
- 17 B. In executing this Agreement, the County does not assume liability or responsibility  
18 for or in any way release the City from any liability or responsibility which arises  
19 in whole or in part from the existence or effect of City ordinances, rules or  
20 regulations. If any cause, claim, suit, action or administrative proceeding is  
21 commenced in which the enforceability and/or validity of any such City ordinance,  
22 rule or regulation is at issue, the City shall defend the same at its sole expense and  
23 if judgment is entered or damages are awarded against the City, the County or  
24 both, the City shall satisfy the same, including all chargeable costs and attorney's  
25 fees.
- 26 C. The City shall indemnify and hold harmless the County and its officers, agents,  
27 and employees, or any of them, from any and all claims, actions, suits, liability,  
28 loss, costs, expenses and damages of any nature whatsoever, by reason of or  
29 arising out of any negligent act or omission of the City, its officers, agents and  
30 employees, or any of them, relating to or arising out of the performance of this  
31 Agreement. In the event that any suit based on such a claim, action, loss or  
32 damage is brought against the County, the City shall defend the same at its sole

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental law is involved; and if final judgment be rendered against the County, and its officers, agents and employees, or any of them, or jointly against the County and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

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

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Approved as to Form

KING COUNTY:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
King County Executive

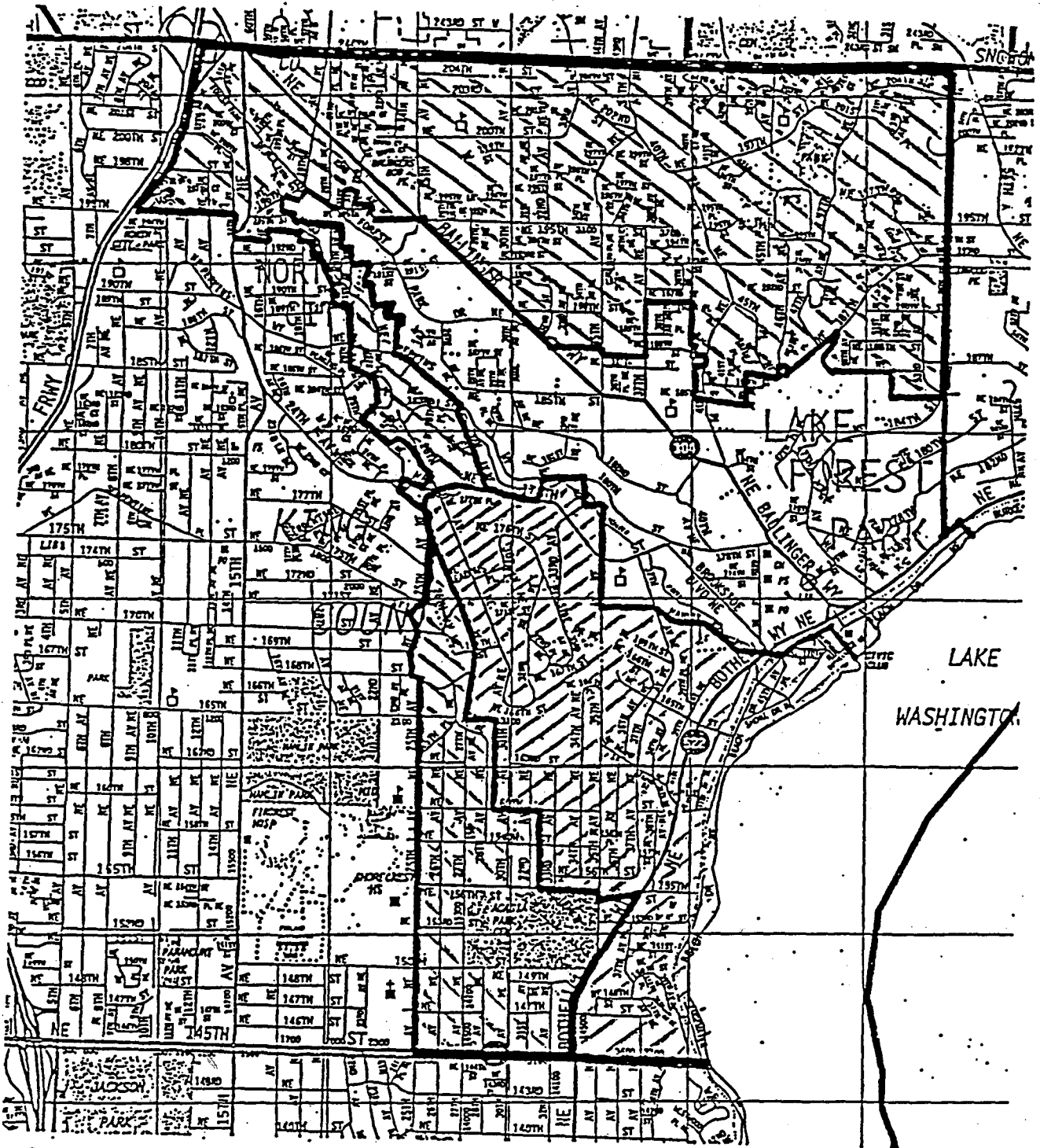
CITY OF LAKE FOREST PARK

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
City Manager

Exhibit One

Map of Pre-Annexation Lake Forest Park and Lake Forest Park Annexation Areas



Areas Annexed in January and February 1994



Lake Forest Park Municipal Urban Growth Area (MUGA)



### Description of Contract Services

King County will collect the surface water management service charge revenue for Lake Forest Park, which the City will use to finance its surface water management program. Services supporting the program will be provided under this contract by King County, with service costs detailed on Exhibit Two. Services available are described below:

**Drainage Investigation and Regulation.** Response to, investigation and assistance toward resolving drainage and water quality complaints from Newport Hills residents; engineering reviews and technical assistance for potential code violations and drainage problems primarily affecting private property; engineering reviews for potential drainage studies.

**Facilities Maintenance.** Inspection and maintenance of all residential and regional stormwater facilities; inspection of commercial facilities and coordination for commercial facility maintenance; inspection- and maintenance-related technical and analytical services.

**Basin Stewards.** Provide support for four watersheds partially encompassed by the City of Lake Forest Park: East Lake Washington, West Lake Washington, McAleer Creek, and Lyon Creek. Stewards respond to citizen concerns, help implement watershed management projects, coordinate with various groups on basin-wide issues, promote public involvement and education, facilitate basin monitoring activities, and prepare Annual Basin Reports.

**Billing Services and Revenue Collection.** Maintaining and updating Lake Forest Park's customer information database; processing and mailing billing statements and other correspondence; collecting and transferring cash receipts; incorporating surface water management fee rate changes; providing reports; and handling customer inquiries.

**Public Involvement.** Prevention of drainage problems and protection of aquatic resources through public awareness and education, volunteer activities, and citizen involvement in surface water management plans and policies. Specific Public Involvement activities include: stenciling of storm drains to prevent water pollution, volunteer projects, educational workshops, community stewardship grants, publications on citizen involvement in watershed protection, and preparation and installation of high quality interpretive signs for the City's aquatic features and drainage facilities. Provision of Public Involvement Services is subject to Lake Forest Park's specific written request.

**Drainage Mapping.** Mapping of the natural and constructed drainage system, within and outside road rights-of-way. Drainage system data is mapped using the Geographic Information System (GIS). Mapping will be compatible with that of other jurisdictions in the region. Provision of drainage mapping services is subject to Lake Forest Park's specific written request.

**Technical Services.** Consulting-type services on the full range of surface water management issues. Services are available on an hourly basis, upon Lake Forest Park's request and subject to availability of provider SWM staff.

**Small Capital Improvement Program Preparation and Implementation.** Assistance with setting goals and criteria for a small capital improvement program to address localized flooding and erosion problems; and identification, design and construction of specific projects.

## Exhibit Three

Schedule of Estimated 1994 Revenues and Service Costs

	Annexation Areas	Pre-Annexation Lake Forest Park
<b>Revenue<sup>1</sup></b>	63,000	63,000
<b>Services</b>		
<b>Drainage Investigation and Regulation<sup>2</sup></b> • Complaint Response and Resolution • Regulation Enforcement	5,000	-
<b>Facilities Maintenance<sup>3</sup></b> • Residential Facility Inspection and Maintenance, Commercial Facility Inspection	5,500	-
<b>Basin Stewardship<sup>4</sup></b> • North Lake Washington Steward	3,900	6,000
<b>Billing and Revenue Collection<sup>5</sup></b>	4,110	3,091
	<b>Both Areas</b>	
<b>Public Involvement Activities<sup>6</sup></b> • Storm Drain Stenciling • Volunteer project • Workshops • Community Stewardship Grant Administration		2,500 5,200 6,500 3,000
<b>Technical Services</b>		hourly rate

Notes for Revenue and Cost Estimates

<sup>1</sup>The revenue estimates are based on 1994 Lake Forest Park surface water service charge rates for residential and commercial accounts. The Annexation Areas revenue figure represents three-quarters of the total annual revenue for the Areas.

<sup>2</sup>Enforcement service costs are not estimated for purposes of this agreement. Services will be provided at the City's request. Cost estimates for Complaint Response and Resolution services in Pre-Annexation Lake Forest Park will be prepared after completion of the Inventory of Drainage Features.

<sup>3</sup>Services include annual inspection of residential and commercial facilities, maintenance of residential facilities, complaint response, and technical support. Estimates assume maximum maintenance needs. Facilities Maintenance cost estimates for Pre-Annexation Lake Forest Park will be prepared after completion of the Inventory of Drainage Features.

<sup>4</sup>The Annexation Areas comprise 3% of the North Lake Washington Basin Steward service area; Pre-Annexation Lake Forest Park comprises an additional 4.6%. Cost estimates are based on total 1994 North Lake Washington Basin Steward costs multiplied by the applicable percentage.

<sup>5</sup>The annual billing service charge for 1994 is \$2.79 per account. Cost estimates for the Annexation Areas and Pre-Annexation Lake Forest Park are based on 1,473 and 1,108 accounts respectively.

<sup>6</sup>Cost estimates for Public Involvement are on a per-event-type basis. Actual costs vary depending on event size and the amount of SWM staff time required for specific events.

## Exhibit Four

**Drainage System Inventory Scope of Work  
for Pre-Annexation Lake Forest Park**

King County will develop an inventory of storm and surface water management needs for the area of Pre-Annexation Lake Forest Park. The inventory is designed to forecast drainage related services needed within the pre-annexation city limits in order to estimate the cost and amount of services required to provide a consistent level of drainage services in Pre-Annexation Lake Forest Park and newly annexed areas.

**Drainage System Inventory:** King County's Department of Public Works will map the constructed drainage system in cities requesting the service through an agreement through an agreement. The components of an inventory are:

1. Identify any existing drainage information, e.g., maps, plans, as-builts, etc.;
2. Field verify the existing information and identify, through field investigation, additional components of the drainage system;  
Use GPS survey equipment to locate drainage features;
3. Locate the drainage features using Global Positioning System (GPS) survey equipment, as required;
4. Provide rough map of inventory to the City.

**Features of Inventory:** The inventory level of detail is negotiable with the City. The standard features of an inventory are as follows:

1. Pipes and Outfalls:  
6 inches in diameter and greater  
type of pipe: concrete, corrugated metal, other  
invert of pipe: measurement down from grate  
direction of flow  
headwall or projecting pipe
2. Catch basins, Manholes, Maintenance Structures  
Type of frame and grate
3. Ditches  
Description of cross section at inlet/outlet at pipe

Inventory information is supplemented with information about maintenance needs and pollution problems affecting the drainage system and any other information relevant to estimating service needs or as requested by the City.

**Service Needs Estimate:** When inventory is complete, SWM staff will prepare an estimate of staff tasks and hours required to inspect and maintain the inventoried drainage system facilities, applying the same staff and unit cost factors used to estimate services in the annexed areas of the City, thereby forecasting a consistent level of service in both Pre-Annexation Lake Forest Park and in the areas annexed to the City.

A description and schedule of other drainage related services to be provided in Pre-Annexation Lake Forest Park will be prepared, using the information available from the Inventory. Additional drainage related services include, but are not limited to, Drainage Investigation and Regulation, Public Involvement, Basin Steward staffing, and Technical Services

King County SWM and the City will meet to discuss level of service options, costs, schedules and other relevant factors before finalizing the Drainage Mapping and Inventory Scope of Work.