

December 10, 1991

Introduced by: Laing

Proposed No.: 91-948

MOTION NO. 8475

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A MOTION authorizing an interlocal agreement between King County and the City of SeaTac for the collection and disbursement of SeaTac surface water management service charge fees and the provision of specific technical support services to the City by the County and setting the charges for said services.

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WHEREAS, the City of SeaTac has established a surface water management program, and

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WHEREAS, King County has provided surface water management services and services related to the billing, collection and disbursement of the surface water management service charge fee for properties in SeaTac, and

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WHEREAS, the City and the County have agreed to continue revenue billing and collection services by the County for the City, and

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WHEREAS, the City has asked King County to provide specific drainage related technical support services designed to supplement and support the City's surface water management program, and

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WHEREAS, the parties recognize that there are efficiencies and economies gained by cooperating in the provision of drainage related services,

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1 NOW, THEREFORE BE IT MOVED by the Council of King County:
 2 The county executive is hereby authorized to enter into an
 3 interlocal agreement in substantially the same form as the
 4 attached agreement, dated December 11, 1991, for the provision
 5 of revenue billing and collection services and drainage related
 6 technical support services.

7 PASSED this 23rd day of December, 1991.

8 KING COUNTY COUNCIL
 9 KING COUNTY, WASHINGTON

10 Lois North
 11 Chair

12 ATTEST:

13 Gerald A. Peterson
 14 Clerk of the Council

INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF SEATAC

1 This agreement is made and entered into by and between the City of SeaTac
2 hereinafter called "SeaTac", and King County, hereinafter called "King
3 County", to allow for the collection and disbursement of surface water
4 management service charge revenue and for the provision, by King County, of
5 certain surface water management related services to SeaTac.

6
7 WHEREAS, King County and SeaTac share interest in managing storm and
8 surface water runoff in order to protect property, lives and the
9 environment, and

10 WHEREAS, King County has provided surface water management services
11 along with billing and collection services to SeaTac from the time of
12 incorporation as a city, and

13 WHEREAS, SeaTac is now able to provide drainage related operations and
14 maintenance services to City residents and property owners, and

15 WHEREAS, SeaTac wishes to retain King County's billing and collection
16 services and to avail itself of needed technical support services which
17 will be negotiated annually through both jurisdiction's budget process, and

18 WHEREAS, King County is able to continue providing certain technical
19 support services on an as-needed basis when those services have been nego-
20 tiated in advance, and

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

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

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

27 I. The purpose of this agreement is:

28 A. To enable SeaTac to utilize King County's billing and collection
29 services for the collection of a surface water management service
30 charge for the City.

31 B. To establish a means whereby the County can act as the City's
32 agent to collect the service charge for the City.

1 C. To establish a mechanism for SeaTac to request that King County
2 provide certain surface water management related services during
3 the calendar year and to set forth the anticipated hours and
4 budget for those services.

5 II. The responsibilities of the parties are as follows:

6 A. SeaTac:

- 7 1. SeaTac has provided the legal authority for this agreement by
8 enacting legislation, codified as Chapter 12.10 SMC, which:
9 a. created a surface water management program and establishes
10 rates and charges for the management of storm and surface
11 water in the city;
12 b. authorizes the County to collect surface water service
13 charges from City property owners;
14 c. permits the County to act as the City's agent for service
15 charge collection and providing certain drainage services;
16 d. authorizes the City to reimburse the County for the costs
17 of collecting the service charge revenue, for providing
18 requested drainage related services, and for administrative
19 services connected with such services as agreed to by the
20 City.
- 21 2. SeaTac shares the responsibility for providing the information
22 required for timely, accurate billing of new surface water
23 management accounts.
24 a. SeaTac agrees to be responsible for providing to King
25 County information on new commercial construction project
26 applications which is available through the City's
27 building and land development office.
28 b. The information provided by SeaTac will include, but is not
29 limited to, the following:
30 . tax parcel account number;
31 . total acreage;

- 1 . impervious surface acreage;
2 . location by drainage basin.
- 3 3. SeaTac will review billing system reports provided by King
4 County and will notify King County immediately of known
5 irregularities, errors or omissions contained in reports.
- 6 4. SeaTac will be responsible for any liens and foreclosures
7 resulting from non-payment of surface water management
8 service charges.
- 9 5. SeaTac will establish the general scope and estimated budget
10 for surface water management services to be requested from the
11 County during the ensuing calendar year. The estimated scope
12 and budget will be attached to this agreement as Exhibit A and
13 will be updated annually to reflect services scheduled for
14 delivery in the ensuing year. The approval process for annual
15 updates to the work program will be through each
16 jurisdiction's budget process as set forth in Section VI.B.2
17 of this agreement.
- 18 6. SeaTac will notify King County in writing when the City wants
19 the County to provide services as set forth in the attached
20 Annual Scope of Services, including the schedule and estimated
21 hours of service.
- 22 B. King County
- 23 1. King County will update the SeaTac billing system on a
24 quarterly basis as follows:
- 25 a. Information provided by SeaTac on new commercial
26 construction projects will be used to calculate rate
27 classification and service charge amount for the property.
- 28 b. King County will update the billing system by adding all
29 new property tax accounts occurring in SeaTac and will for-
30 ward a report on the new accounts to SeaTac.
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- 1 2. King County will collect and distribute service charge revenue
2 received from owners of property within the City, using the
3 combined Property Tax and Drainage Billing Statement.
- 4 3. King County will distribute revenue to SeaTac on a monthly
5 basis following the months that service charge revenue is
6 received.
- 7 4. King County will provide the City with information about
8 delinquent accounts and will notify property owners of the
9 delinquent status of the account in September each year using
10 the same schedule used to notify delinquent accounts in King
11 County.
- 12 5. King County will provide SeaTac with revenue reports and a
13 report on delinquent commercial accounts.
- 14 6. King County will respond in writing to the City's request for
15 technical support services.

16 III. Financial Arrangements:

17 A. Cost of Services:

- 18 1. The cost of services covered under this agreement is set forth
19 in the Cost of Services attached to this agreement as
20 Exhibit A and incorporated herein.
 - 21 a. Costs of services will be updated annually by the parties.
22 The cost update will be attached to this agreement and will
23 serve to update the agreement when attached.
 - 24 2. SeaTac will pay King County for revenue collection and
25 distribution as follows:
 - 26 a. a fee representing the cost of King County's Office of
27 Financial Management revenue and collections services, plus
28 the overhead on the services, up to a maximum of one per-
29 cent of the gross service charge revenue collected by the
30 County from Federal Way property owners will be paid to the
31 Office of Financial Management.
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1 b. an annual per account Billing Services charge for basic
2 activities related to billing, maintaining the database
3 for residential properties, delinquencies, refunds, reports
4 on revenue, collections, and other relevant billing and
5 collection activities as agreed to by the parties. This
6 charge is set forth in the Cost of Services attached to
7 this agreement as Exhibit B and incorporated herein.

8 B. Bills and Payments

- 9 1. King County will prepare and present to SeaTac quarterly
10 invoices showing the services provided and the cost of the
11 services.
12 2. SeaTac will pay King County for technical support services at
13 the rates shown in the Cost of Services, Exhibit A to this
14 agreement. Payment will be made within 45 days of receipt of
15 itemized invoice.

16 IV. Administration

- 17 A. The manager of the King County Surface Water Management Division
18 and the City of SeaTac Roads and Surface Water Management
19 Supervisor and his/her respective designees shall compose the
20 administration and management of the cooperative activities made
21 possible by this agreement.
22 B. In the event the Surface Water Managers are unable to reach
23 agreement on any issue related to the services covered by this
24 agreement, issues will be resolved by the Directors of the King
25 County Department of Public Works and the SeaTac Department of
26 Public Works.
27 C. King County will retain control over and maintain all records,
28 supervision, rights and benefits of personnel providing service to
29 SeaTac under this agreement.
30 D. The parties to this agreement will observe all public bidding pro-
31 cedures where applicable.
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1 V. Effectiveness and Duration:

2 A. This agreement shall become effective when the existing agreement
3 between the parties expires on December 31, 1991, and upon
4 signature by all parties and shall renew automatically from year
5 to year unless either party provides written notice of termination
6 as set forth in Section VI.C. of this agreement.

7 VI. Amendments, Extension and Termination

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

10 B. The estimated costs and level of service as shown in Exhibits A
11 and B are acknowledged by the parties as representing the best
12 projections for services and costs available at the time of this
13 agreement.

14 1. Changes in the annual service level or in the annual cost of
15 services will be agreed to in writing by the parties before
16 being implemented.

17 2. The estimated level of service and the estimated cost of the
18 services will be calculated annually, agreed to by the
19 parties, and attached to this agreement as an update.

20 a. Annual updates to the level of service and the estimated
21 cost are subject to approval through the budget process of
22 each jurisdiction.

23 C. This agreement may be terminated by either party upon provision of
24 ninety days written notice to the other party. In the event of
25 termination by the City, the City will be responsible for actual
26 costs for service to the effective date of termination.

27 VII. Hold Harmless and Indemnification

28 King County shall indemnify and hold the City, its, agents, employees
29 and officers harmless from and shall process and defend at its own expense
30 any and all claims, demands, suits, penalties, losses, damages, or costs of
31 any kind whatsoever (hereinafter "claims") brought against the City arising
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1 out of or incident to the execution of, performance of, or failure to per-
2 form this contract; provided, however, that if such claims are caused by or
3 result from the concurrent negligence of the County, its agents, employees
4 and/or officers and the City, its agents, employees and/or officers, this
5 section shall be valid and enforceable only to the extent of the negligence
6 of the County, its agents, employees and/or officers; provided further that
7 nothing in this section shall require the County to indemnify, hold
8 harmless, or defend the City, its agents, employees and/or officers from
9 any claims caused by or resulting from the sole negligence of the City, its
10 agents, employees or officers.

11 SeaTac shall indemnify and hold the County, its agents, employees and
12 officers harmless from and shall process and defend at its own expense any
13 and all claims, demands, suits, penalties, losses, damages or costs of any
14 kind whatsoever (hereinafter "claims") brought against the County arising
15 out of or incident to the execution of, performance of, or failure to per-
16 form this contract; provided, however, that if such claims are caused by or
17 result from the concurrent negligence of the City, its agents, employees
18 and/or officers and the County, its agents, employees and/or officers, this
19 section shall be valid and enforceable only to the extent of the negligence
20 of the City, its agents, employees and/or officers; and provided further
21 that nothing in this section shall require the City to indemnify, hold
22 harmless, or defend the County, its agents, employees, and/or officers from
23 any claims caused by or resulting from the sole negligence of the County,
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1 its agents, employees and/or officers. In the event the City or the County
2 is forced to incur attorney's fees, legal expenses, or other costs to
3 enforce the provisions of this section, all such fees, expenses and costs
4 shall be recoverable from the other party.

5
6 IN WITNESS WHEREOF, the parties hereto have executed this agreement on the
7 day and year first above mentioned.

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9 Approved as to form:

KING COUNTY

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11 _____

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13 _____
14 Deputy Prosecuting Attorney
King County

_____ King County Executive

15 SEATAC

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18 City Attorney
SeaTac

_____ City Manager

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1992 SERVICES TO SEATAC

SeaTac has requested King County provide up to \$20,000 worth of professional staff support in the following surface water management program areas:

- ° Regulation, Enforcement and Inspection/Technical Support

King County proposes the following configuration of staff resources to support SeaTac program requests:

PROGRAM:	ESTIMATED COST
<u>Regulation, Enforcement, Inspection (REI) Technical Support:</u>	
Engineer, 200 hours	\$ 12,688
Senior Engineer, 100 hours	7,313
TOTAL ESTIMATED COST OF 1992 SERVICES	<u>\$ 20,001</u>

EXHIBIT B

COST OF 1992 SERVICES

1. **Billing Service Charge:** The King County Billing Service Charge includes the King County staff time, supplies and overhead required to collect and disburse the service charge revenue from properties located in SeaTac. The rate assumes certain basic services will be included in the staff time allocation.

The cost of providing the following services is included in the cost per account:

- customer service;
- data input;
- research on new and existing accounts as set forth in Section II.B.1 of the attached agreement;
- processing of rate adjustments;
- written responses, (i.e., letters);
- computer analyst time.

1992 Cost per Account: \$2.89

Estimated number of accounts - 6,390

2. Finance Collection Fee (estimated) \$5,920

Finance Collection fee assumes \$592,000 in 1992 revenue.

Note: The Finance Collection Fee, which is now billed by King County to SeaTac, may be automated during 1992. If so, revenue payments to SeaTac will have 1% of the total withheld before transmittal.