

MOTION NO. ~~9580~~

1
2 A MOTION authorizing an interlocal agreement
3 between King County and the City of Woodinville
4 for the provision of storm and surface water
5 management services and the collection and
6 disbursement of Woodinville surface water
7 management service charge fees to the City by
8 the County.

9 WHEREAS, the City of Woodinville has an established surface water
10 management program, and

11 WHEREAS, the City of Woodinville has created rates and charges
12 consistent with the rates and charges used for King County surface water
13 management service charge fees, and

14 WHEREAS, King County and the City of Woodinville have previously
15 entered into an agreement whereby King County provides comprehensive
16 surface water management services, including billing, collection, and
17 transfer of revenue by King County to the City, and

18 WHEREAS, the City of Woodinville has asked King County to continue to
19 provide storm and surface water management services to the City, and

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

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

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

26 The county executive is authorized to enter into an interlocal
27 agreement with the City of Woodinville, in substantially the same form as
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1 attached, for the purpose of continuing to provide comprehensive storm and
2 surface water management services to the City.

3 PASSED by a vote of 13 to 0 this 22nd day
4 of May, 1995.

5 KING COUNTY COUNCIL
6 KING COUNTY, WASHINGTON

7 Kent Pullen
8 Chair

9 ATTEST:

10 Janet Masaru
11 Deputy Clerk of the Council

12 Attachment:
13 Interlocal Agreement Between King County and
14 the City of Woodinville
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AN INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF WOODINVILLE
FOR THE PROVISION OF SURFACE WATER SERVICES
AND COLLECTION OF REVENUES

9580

This Agreement is hereby entered into by King County, Department of Public Works, Surface Water Management Division, and the City of Woodinville, a municipal corporation, for the provision of surface water services to Woodinville and the collection and transfer of Woodinville's surface water management revenue by King County.

WHEREAS, Woodinville recognizes the need for comprehensive surface water management to preserve and protect the environment, public and private property, and the health and welfare of its citizens;

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

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

WHEREAS, through an interlocal agreement, King County is able to provide surface water management services to Woodinville's residents and property owners, and the City wishes King County to provide these services, 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, the parties hereto agree as follows:

I. Purpose of the Agreement:

- A. The purpose of this Agreement is to establish mechanisms by which King County will provide the City of Woodinville and its residents and property owners with drainage related services, and will collect the revenue necessary to support those services.
- B. This Agreement establishes the means whereby King County can act as Woodinville's agent in the billing and collection of the surface water service charge.

- C. This Agreement sets forth the services which the parties agree will be provided within the Woodinville city limits, provides estimates of the annual costs of and annual revenues to be collected in support of those services.
- D. This Agreement establishes procedures for documenting and reviewing the levels and costs of actual services delivered.
- E. This Agreement provides for making adjustments to the amount, type and cost of services requested by Woodinville and provided by King County.

II. Management of Contracted Drainage Services - Project Management Team

- A. The delivery of services under this Agreement will be managed by a Project Management Team composed of the King County Surface Water Management Division Manager or designee and the Woodinville City Manager or designee with additional staff to be determined by each party.
- B. The Project Management Team or designees shall be available to meet at least quarterly, more often if requested by either party to this Agreement, to review records and invoices related to services provided or to discuss other service-related issues.
- C. The Project Management Team will, as needed, develop and implement procedures for adjusting the type and level of services, as set forth in this Agreement, to be provided to the City, and/or for requesting and providing additional services not set forth in this Agreement.
- D. The Project Management Team will use consensus to reach agreement. In the event consensus is not possible, issues requiring agreement will be forwarded to the Director of the King County Department of Public Works and the City Manager of Woodinville for resolution.

III. Responsibilities of the Parties

The responsibilities of the parties under this Agreement relate to authorizing, coordinating and providing drainage related services to Woodinville and its residents.

A. King County

1. King County agrees to provide the services as set forth in the Contract Services to Woodinville addendum attached to this Agreement as Exhibit One and incorporated herein.
2. King County will bill Woodinville property owners for the surface water management service charge, using the King County property tax statement, and will collect and transfer the revenue to Woodinville on an approximately monthly basis.
3. King County will inform Woodinville officials of delinquent accounts.
4. King County will keep records of services delivered in Woodinville and will make said records available to Woodinville at least quarterly or as requested.

B. Woodinville

1. Woodinville will provide the legal authority to operate a surface water management program, and to contract with King County for drainage related services, through legislation which authorizes the County to collect surface water service charges from City property owners and permits the County to act as the City's agent for collecting the service charge and providing drainage services.
2. Woodinville will maintain policies and procedures to manage the delivery of specific services under this Agreement.
3. As of the effective date of this agreement, Woodinville's surface water service charge rate structure is as set forth in Exhibit Three, attached to this Agreement and incorporated herein. If in any given year the City elects to change its service charge rate structure for the following year, it will notify the County of the new

structure at least 60 days prior to the beginning of the new year, allowing time for the County to make necessary adjustments to the billing system.

4. Woodinville will be responsible for all actions pursuant to delinquent accounts, including the use of liens and foreclosures on Woodinville property owners.

IV. Description of Services

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

A. Enforcement Services

1. Should Woodinville wish King County to provide enforcement services for the City's drainage and/or water quality codes, Woodinville must maintain sufficient authority to perform specific tasks associated with enforcements, and to allow the County to undertake specific enforcement tasks within City limits. Such authority includes drainage standards identical or very similar to King County Code 9.04, water quality control provisions identical or very similar to King County Code 8.12, and enforcement procedures identical or very similar to King County Code Chapter 23.
2. King County is able to provide enforcement-related services in the following general categories: investigating potential violations, advising the City on rectifying situations caused by violations, and providing assistance in cases involving violations. Specifically, the County's services are limited to the following:
 - a. conduct research and site visits to determine whether a violation exists;
 - b. develop a form "Notice of Violation";
 - 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 Woodinville's drainage and/or water quality codes, the City must initiate and prosecute actions. Specifically, Woodinville 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. Woodinville is responsible for legal services relating to enforcement actions.

B. Request-Basis Services

King County will provide the following services, as described in Exhibit One, only at Woodinville's specific request: Public Involvement, Basin Stewards, Drainage System Mapping, Neighborhood Drainage Assistance Program Small Capital Project, and Technical Services. Provision of these request-basis services is subject to King County staff availability.

V. Capital Project Design and Construction

A. Large Capital Projects

1. Design and construction of large capital improvement projects are not proposed as service elements of this Agreement. For King County purposes, large capital projects are generally defined as having total project costs in excess of \$50,000 and construction costs in excess of \$25,000, and requiring King County to utilize outside contractors for construction.

2. King County staff are available to discuss with City representatives design and/or construction of potential or proposed large capital improvement projects. Any such projects for which the City wished to use County design and/or construction services would be subject to a separate interlocal agreement.

B. Small Capital Projects

1. Potential small capital projects to address drainage problems primarily affecting public or private property may be identified in the course of normal service delivery, such as drainage complaint response or other service programs. For King County purposes, small capital projects are generally defined as those for which total design and construction costs do not exceed \$50,000, construction cost does not exceed \$25,000, and for which King County is not required to utilize outside contractors for construction.
2. Proposed small capital projects identified through the Neighborhood Drainage Assistance Program (NDAP), and other previously unidentified or unscheduled small capital or stream enhancement projects, will be agreed to in writing by the parties before initiation of design and construction.

VI. Financial Arrangements

A. Revenue Collection

1. King County will collect and distribute to Woodinville revenue received from properties within the city limits using the combined Property Tax and Drainage Billing Statement.
2. King County will hold revenues collected for Woodinville in a separate account and will disburse the revenue to the City on an approximately monthly basis.
3. Woodinville will pay the County for revenue collection and disbursement as set forth in the Cost Schedule attached to this Agreement as Exhibit Two and incorporated herein.

- a. Woodinville will pay an annual per-account fee for surface water management service charge billing and revenue collection services. The fee will be two dollars and seventy-nine cents (\$2.63) per Woodinville account for 1995 and is adjustable on an annual basis.
- b. The City will pay the County a flat one percent (1%) of all revenue collected by the County for the City under the terms of this Agreement, except those revenues collected as a result of City enforcement action. This charge will remain unchanged for the duration of this Agreement and will be deducted from the revenues collected on a monthly basis by the County and forwarded to the City. This charge is reflected on Exhibit Two to this Agreement.

B. Costs

1. Estimated annual costs for services are shown on Exhibit Two. The estimates account for the costs of direct services plus administrative overhead charges as required by King County Council Motion No. 8689.
2. Costs on Exhibit Two are estimated for the Woodinville city area as it exists at the effective date of this agreement. Estimated and actual costs may increase should Woodinville annex further land areas and request the County to provide surface water services in these areas. In addition, King County will continue to bill property owners in future annexation areas for the debt service portion of the King County surface water management service charge, in accordance with R.C.W. 36.89.100 and K.C.C. 9.08.20 as set forth in Public Rule, FIN 8-2(PR).
3. Quarterly invoices will reflect actual costs of services delivered plus administrative overhead charges.
4. Adjustments to the type and level of service and cost of services are subject to the annual budget processes of King County and Woodinville. Costs for each

year will reflect relevant economic adjustments such as cost of living increases adopted by the King County Council.

5. In the event that King County may be required or requested to provide SWM services to Woodinville in unscheduled or unpredictable circumstances or events, the parties will agree in writing for additional payment of services should those extraordinary service costs cause the total of estimated services as set forth in Exhibit Two to be exceeded.

C. Billing and Payments

1. King County will prepare and present to Woodinville quarterly invoices showing the actual services provided and the total cost of those services.
2. Actual costs billed may vary from estimated costs. King County will provide an ongoing account of billed amounts in relation to estimated amounts with the intent of informing the City of its cumulative actual expenditures.
3. Woodinville will pay King County within 45 days after receipt of the invoice.

VII. Effectiveness and Duration

This Agreement will be effective upon signature by both parties and be automatically renewed from year to year unless canceled in writing by either party. Cancellation must be made in accordance with the Termination and Amendment provisions of this Agreement, below.

VIII. Termination and Amendment

- A. This Agreement may be amended, altered, or clarified only by written agreement of the parties hereto.
- B. This Agreement may be terminated by either party on ninety (90) days written notice to the other party. In the event of termination by Woodinville, the City will be responsible for actual costs for services to the end of the quarter in which the termination of services occurs.

IX. Hold Harmless and Indemnification

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

that any suit based on such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole 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 _____ of _____, 19__.

Approved as to form:

KING COUNTY:

Deputy Prosecuting Attorney

King County Executive

CITY OF WOODINVILLE:

Legal Counsel

City Manager

King County will collect the surface water management service charge revenue for Woodinville, 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 to be provided are described below:

Drainage Investigation and Regulation. Response to, investigation of and assistance toward resolving drainage and water quality complaints from Woodinville 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 regional and residential stormwater facilities; inspection of commercial stormwater facilities and coordination for commercial facility maintenance; inspection- and maintenance-related technical services.

Surface Water Coordinator. Working on-site in Woodinville and at SWM, the Coordinator performs a variety of functions related to providing surface water services in Woodinville, including: program planning and implementation, assistance with regulation and standards compliance, inquiry and problem response, public involvement, and service coordination.

Billing Services and Revenue Collection. Maintaining and updating Woodinville's customer information database; processing and mailing billing statements and other correspondence; collecting and transferring cash receipts; incorporating surface water management fee rate changes; and customer service.

Basin Stewards. Provide support for four watersheds partially encompassed by the City of Woodinville: Big Bear Creek, Little Bear Creek, Juanita Creek and Sammamish River. Stewards respond to citizen concerns, help implement watershed management projects, coordinate with various groups on basin-wide issues, promote public involvement and education, initiate basin monitoring activities, and prepare Annual Basin Reports. Provision of Basin Steward services is subject to Woodinville's specific request.

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, and publications on citizen involvement in watershed protection. Provision of Public Involvement services is subject to Woodinville's specific request.

Neighborhood Drainage Assistance Program Capital Improvement Project. Design and construction of a small capital facility to resolve a neighborhood drainage or flooding problem primarily affecting private property. Provision of NDAP capital project services is subject to Woodinville's specific 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 Woodinville's specific request.

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

Estimated Annual Revenue and Service Costs

	\$	<u>Notes/Assumptions</u>
<u>Annual Revenue Estimate</u>	<u>750,000</u>	
<u>Annual Service Costs</u>		
Drainage Investigation and Regulation		
• Complaint Investigation, Response, Resolution	20,000	Figures represent projected annual needs, based on historical averages for services performed in Woodinville.
• Regulation Enforcement	2,000	
• Engineering Reviews	1,000	
• Neighborhood Drainage Assistance Program	1,000	
Subtotal	24,000	
Facilities Maintenance		
• Regional Stormwater Facility Maintenance and Inspection	3,000	Cost estimates are based on the numbers of residential, commercial and regional stormwater facilities in Woodinville and projected maintenance activity requirements.
• Residential Facility Inspection	8,000	
• Residential Facility Maintenance	35,000	
• Commercial Facility Inspection	30,000	
• Analytical and Technical Support	1,000	
Subtotal	77,000	
Service Charge Billing and Customer Service Office of Financial Management charge for revenue collection and disbursement	6,317	Based on service for 2,402 accounts*
	7,500	Based on 1% of \$750,000 (projected annual service charge revenue)
Subtotal	13,817	
Surface Water Coordinator	35,999	Estimated staff cost for a half-time position.
TOTAL ONGOING SERVICES 150,816		
Basin Stewardship	2,000	Services provided on an hourly, as-requested basis
Public Involvement	2,000	Services provided on an hourly, as-requested basis
Neighborhood Drainage Assistance Program Small Capital Project	50,000	Estimated cost for one project
Drainage System Mapping	120,000	Recommended as an underlying component of basin planning.
Technical Services	1,000	Services provided on an hourly, as-requested basis
ADDITIONAL RECOMMENDED SERVICES 175,000		
TOTAL ANNUAL SERVICES 325,816		

*The per-account billing and customer service charge for 1995 is \$2.63. The charge is recalculated annually based on estimated staffing needs and other cost factors.

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.

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Technical Services

Service Category	Available Services
General and Planning	<ul style="list-style-type: none"> • Developing and planning a comprehensive drainage-related work program for Woodinville • Compliance with Growth Management Act requirements and assessment of related issues • Presentations to Woodinville officials or groups on specific surface water management needs, issues or problems • Integration of drainage concerns with changes or additions to land use and zoning regulations
Capital Facilities	<ul style="list-style-type: none"> • Technical design support for capital solutions to drainage problems • Design and construction administration • Effectiveness monitoring of completed facilities
Drainage Investigation and Regulation	<ul style="list-style-type: none"> • Interpretation and application of surface water design manual provisions • Assistance with identifying surface water runoff impacts for proposed developments • Technical assistance with addressing surface water impacts of land grading and clearing activity • Development of regulations and ordinances related to storm and surface water management • Development and implementation of enforcement criteria and procedures
Facilities Maintenance	<ul style="list-style-type: none"> • Consultation on types and maintenance requirements of constructed drainage facilities • Assistance in establishing facilities maintenance standards and responses to noncompliance
Water Quality	<ul style="list-style-type: none"> • Support for state grant applications for restoration study or aquatic weed control in Leota Lake (if the lake has public access). • Assistance with permits and programs pursuant to National Pollutant Discharge Elimination System requirements • Water quality ordinance implementation, including Best Management Practices (BMPs) • Surveying for illicit hookups to storm drains (suggested sites: industrial parks along Highway 522, old downtown Woodinville)