

MOTION NO. 9453

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

WHEREAS, the City of Bothell will establish a surface water management program to be effective January 1, 1995, and

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

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

WHEREAS, the City of Bothell has requested that King County act as Bothell's agent to collect the service charge revenue from the portion of Bothell that is in King County, and

WHEREAS, King County will offer specific customer account services to residents receiving King County property tax statements with Bothell service charges, and

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

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

The county executive is authorized to enter into an interlocal agreement with the City of Bothell, in substantially the form attached, for

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King County to bill, collect, and transfer to the City the surface water management service charge revenue from property owners in the area of Bothell within King County.

PASSED by a vote of 12 to 0 this 31^d day of January, 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Ronald G. Peterson
Clerk of the Council

Attachments:

Interlocal Agreement Between King County and
and the City of Bothell

**INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND
THE CITY OF BOTHELL**

9453

1 This agreement is made and entered into between the City of Bothell, hereinafter
2 called "Bothell", and King County, hereinafter called "King County", to allow for the
3 collection of surface water management service charges on behalf of Bothell.

4 WHEREAS, Bothell recognizes the need for comprehensive surface water
5 management to preserve and protect the environment, public and private property, and
6 the health and welfare of its citizens, and

7 WHEREAS, Bothell has adopted the necessary legislation authorizing the City to
8 enter into this Agreement and to establish a surface water management program and
9 service charge, and

10 WHEREAS, King County has a fully developed automated surface water
11 management service charge billing system which can be used for other jurisdiction's
12 billings when an interlocal agreement is negotiated between the parties, and

13 WHEREAS, pursuant to RCW 39.34, the parties are each authorized to enter into
14 an interlocal agreement;

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

16 I. Purpose of the agreement:

17 A. To establish and set forth the billing and collection services the parties agree
18 will be provided for the collection of a surface water management service
19 charge on properties located in the King County portion of Bothell.

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

22 II. Responsibilities of the Parties:

23 The responsibilities of the parties under this Agreement relate to billing and
24 collection of storm and surface water service charge revenue for the City of
25 Bothell.

26 A. King County:

- 27 1. King County will collect and distribute to Bothell revenue received from
28 properties within that portion of the city of Bothell located in King
29 County using the combined Property Tax and Drainage Billing Statement.
- 30 2. King County will hold revenues collected for Bothell in a separate
31 account and will disburse the revenue to the City on an approximately
32 monthly basis.

1 3. King County will provide the City with information about delinquent
2 accounts.

3 B. Bothell

4 1. Bothell has provided the legal authority for this agreement by enacting
5 legislation which will:

6 a. authorize the County to collect surface water service charges from
7 City owners of City property located in King County;

8 b. permit the County to act as the City's agent for collecting the
9 service charge and providing related services.

10 2. Bothell will use King County's existing rate structure, including credits
11 and exemptions, as set forth in Exhibit One to this agreement and
12 incorporated herein, which the City will adopt through its own
13 legislation.

14 a. If the City changes its service charge rate for ensuing years, it will
15 notify the County of the new rate, and any adjustment to that rate,
16 at least 60 days prior to year-end, allowing time for the County to
17 make necessary adjustments to the billing system.

18 3. Bothell will be responsible for all actions pursuant to delinquent accounts,
19 including the use of liens and foreclosures on Bothell property owners.

20 III. Description of Services:

21 The services provided under this agreement include:

22 a. customer services related to billing and revenue collection to Bothell
23 property owners

24 b. collection and transferring cash receipts,

25 c. maintaining and updating Bothell's customer information database, except
26 that Bothell will be responsible for providing information on new
27 commercial accounts,

28 d. processing and mailing billing statements, delinquency notices and other
29 correspondence,

30 e. incorporating surface water management fee rate changes,

31 f. providing reports, and

32 g. other services related to billing and revenue collection as requested.

1 IV. Financial Arrangements:

2 A. Revenue Collection

- 3 1. King County will collect and distribute to Bothell revenue received from
4 properties within the city limits of Bothell using the combined Property
5 Tax and Drainage Billing Statement.
- 6 2. King County will hold revenues collected for Bothell in a separate
7 account and will disburse the revenue to the City on an approximately
8 monthly basis.
- 9 3. Bothell will pay the County for revenue collection and disbursement as
10 set forth in the "Estimated Revenue and Service Costs" schedule attached
11 to this Agreement as Exhibit Two and incorporated herein.
- 12 a. Bothell will pay an annual per-account fee for surface water
13 management service charge billing, customer database management,
14 and customer service. The fee is two dollars and seventy-nine cents
15 (\$2.79) for 1994 and is adjustable on an annual basis. Adjustments
16 are based on staff and overhead cost changes authorized in the
17 adopted King County annual budget.
- 18 b. Bothell will pay a one-time fee of one dollar and eighty six cents
19 (\$1.86) per account to cover the cost of modifying the billing
20 system for Bothell accounts. The fee will be billed and paid in two
21 annual installments of ninety-three cents (\$0.93). The first half of
22 the charge will appear on the first bill for services.
- 23 c. Pursuant to RCW 84.56.035, Bothell will pay the County a flat one
24 percent (1%) of all revenue collected by the County for Bothell
25 under the terms of this Agreement, except those revenues collected
26 as a result of City enforcement action. This charge, which is
27 imposed by the County Treasurer, will remain unchanged for the
28 duration of this Agreement and will be deducted from the revenues
29 collected prior to forwarding to the City. This charge is not part of
30 the per-account fee.
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1 V. Effectiveness and Duration:

2 A. This agreement shall become effective upon signature by all parties and shall
3 renew automatically from year to year subject to the provisions of Section VI
4 of this agreement.

5 VI. Amendments, Extension or Termination:

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

8 B. The estimated costs and services as shown in this agreement are accepted by
9 the parties as representing the best projections for service and cost available
10 at the time of this agreement.

11 1. If either party requests changes to the level of services or to the cost of
12 services set forth in this agreement, the parties will agree in writing to
13 the changes.

14 C. This agreement may be terminated by either party for any reason upon
15 provision of ninety days written notice to the other party.

16 1. If the City wishes to terminate the billing and revenue collection services
17 for the following year, the City will notify the County in writing by
18 October 1 of the preceding year to allow for changes to the County's
19 computerized billing system.

20 VII. Limitation on Authority:

21 The parties understand that this Agreement does not impose on them any obligation
22 to exercise the authority or perform the functions of the other; and that neither
23 party is relieved by this Agreement of any obligation or responsibility impressed
24 upon it by law, except to the extent that actual and timely performance thereof is
25 accomplished by the performance by both parties under this agreement.

26 VIII. Integration Clause:

27 There are not verbal or other agreements which modify this document.

28 IX. Compliance with Law:

29 The parties, in the performance of this Agreement agree to comply with all
30 applicable local, state and/or federal laws and ordinances applicable to the activities
31 contemplated herein.
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1 X. Severability:

2 Should any part, term or provision of this Agreement be determined by a court of
3 competent jurisdiction to be invalid, the remainder of this Agreement shall not be
4 affected, and the same shall continue in full force and effect.

5 XI. Notices:

6 All notices required to be given under this Agreement shall be delivered to the
7 parties at the addresses listed below. Notices sent by registered mail shall be
8 deemed served when deposited in the U.S. mail.

9 XII. Hold Harmless and Indemnification:

10 A. The County shall indemnify and hold harmless the City and its officers,
11 agents and employees, or any of them from any and all claims, actions, suits,
12 liability, loss, costs, expenses and damages of any nature whatsoever, by
13 reason of or arising out of any negligent act or omission of the County, its
14 officers, agents and employees, or any of them, relating to or arising out of
15 the performance of this Agreement. In the event that any such suit based
16 upon such a claim, action, loss or damage is brought against the City, the
17 County shall defend the same at its sole cost and expense; provided, that the
18 City reserves the right to participate in such a suit if any principle of
19 governmental or public laws is involved. If final judgment be rendered
20 against the City and its officers, agents and employees, or any of them, or
21 jointly against the City and the County and their respective officers, agents
22 and employees, or any of them, the County shall satisfy the same.

23 B. In executing this Agreement, the County does not assume liability or
24 responsibility for or in any way release the City from any liability or
25 responsibility which arises in whole or in part from the existence or effect of
26 City ordinances, rules or regulations. If any cause, claim, suit, action or
27 administrative proceeding is commenced in which the enforceability and/or
28 validity of any such City ordinance, rule or regulation is at issue, the City
29 shall defend the same at its sole expense and if judgment is entered or
30 damages are awarded against the City, the County or both, the City shall
31 satisfy the same, including all chargeable costs and attorney's fees.

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

Legal Counsel

City Manager

1994 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.

1993 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.