

November 19, 1991  
TH:MC:jwr P:200C.1

Introduced by: BRUCE LAING  
Proposed No.: 91 - 896

ORDINANCE NO. **10210**

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

AN ORDINANCE appropriating \$23,336 to the surface water management division for the purposes of providing technical services to the cities of Federal Way and SeaTac, and amending Ordinance 10182, Section 62, as amended.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. There is hereby approved and adopted an appropriation of \$23,336 to the division of surface water management from contractual service charges for the purposes of providing technical surface water management review services to the cities of Federal Way and SeaTac.

SECTION 2. Ordinance 10182, Section 62, as amended, is hereby amended by adding thereto and inserting therein the following:

Surface Water Management \$23,336

INTRODUCED AND READ for the first time this 9<sup>th</sup> day of December, 1991.

PASSED this 23<sup>rd</sup> day of December, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chair

ATTEST:

Gerald G. Peterson  
Clerk of the Council

APPROVED this 6<sup>th</sup> day of January, 19-92

Pat Still for Jim Hill  
King County Executive

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 Way, hereinafter called "SeaTac", and King County, hereinafter called "King  
3 County", to allow for the collection and disbursement of surface water man-  
4 agement service charge revenue and for the provision, by King County, of  
5 certain service water management related services to SeaTac.

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

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

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

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

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

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

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

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

26 I. The purpose of this agreement is:

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

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

32

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 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;
- 32

- 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.
- 31
- 32

- 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 B 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. one percent (1%) of the service charge revenue collected by  
27           King County from SeaTac property owners will be paid to the  
28           King County Office of Financial Management.
  - 29           b. an annual per account Billing Services charge for basic  
30           activities related to billing, maintaining the database  
31           for residential properties, delinquencies, refunds, reports  
32

1 on revenue, collections, and other relevant billing and  
2 collection activities as agreed to by the parties. This  
3 charge is set forth in the Cost of Services attached to  
4 this agreement as Exhibit B and incorporated herein.

5 B. Bills and Payments

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

13 IV. Administration

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

29 V. Effectiveness and Duration:

- 30 A. This agreement shall become effective when the existing agreement  
31 between the parties expires on December 31, 1991, and upon  
32

1 signature by all parties and will remain in effect until  
2 December 31, 1997.

3 VI. Amendments, Extension and Termination

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

6 B. The estimated costs and level of service as shown in Exhibits A  
7 and B are acknowledged by the parties as representing the best  
8 projections for services and costs available at the time of this  
9 agreement.

10 1. Changes in the annual service level or in the annual cost of  
11 services will be agreed to in writing by the parties before  
12 being implemented.

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

16 a. Annual updates to the level of service and the estimated  
17 cost are subject to approval through the budget process of  
18 each jurisdiction.

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

23 VII. Hold Harmless and Indemnification

24 SeaTac shall indemnify and hold the County, its agents, employees and  
25 officers harmless from and shall process and defend at its own expense any  
26 and all claims, demands, suits, penalties, losses, damages or costs of any  
27 kind whatsoever (hereinafter "claims") brought against the County arising  
28 out of or incident to the execution of, performance of, or failure to per-  
29 form this contract; provided, however, that if such claims are caused by or  
30 result from the concurrent negligence of the City, its agents, employees  
31 and/or officers and the County, its agents, employees and/or officers, this  
32

1 section shall be valid and enforceable only to the extent of the negligence  
2 of the City, its agents, employees and/or officers; and provided further  
3 that nothing in this section shall require the City to indemnify, hold  
4 harmless, or defend the County, its agents, employees, and/or officers from  
5 any claims caused by or resulting from the sole negligence of the County,  
6 its agents, employees and/or officers. In the event the City or the County  
7 is forced to incur attorney's fees, legal expenses, or other costs to  
8 enforce the provisions of this section, all such fees, expenses and costs  
9 shall be recoverable from the other party.

10 IN WITNESS WHEREOF, the parties hereto have executed this agreement on the  
11 day and year first above mentioned.

13 Approved as to form: KING COUNTY  
14  
15 \_\_\_\_\_

16  
17  
18 Deputy Prosecuting Attorney King County King County Executive

19  
20 SEATAC

21  
22 City Attorney SeaTac City Manager  
23

24  
25  
26  
27  
28  
29  
30  
31  
32



## EXHIBIT A

## 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

10210

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.

INTERLOCAL AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF FEDERAL WAY

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

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

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

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

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

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

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

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

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

28 I. The purpose of this agreement is:

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

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

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

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

II. The responsibilities of the parties are as follows:

A. Federal Way:

1. Federal Way has provided the legal authority for this agreement by enacting legislation which:
  - a. created a surface water management program and establishes rates and charges for the management of storm and surface water in the city;
  - b. authorizes the County to collect surface water service charges from City property owners;
  - c. permits the County to act as the City's agent for service charge collection and providing certain drainage services;
  - d. authorizes the City to reimburse the County for the costs of collecting the service charge revenue, for providing requested drainage related services, and for administrative services connected with such services as agreed to by the City.
2. Federal Way shares the responsibility for providing the information required for timely, accurate billing of new surface water management accounts.
  - a. Federal Way agrees to be responsible for providing to King County information on new commercial construction project applications which is available through the City's building and land development office.
  - b. The information provided by Federal Way will include, but is not limited to, the following:
    - . tax parcel account number;
    - . total acreage;

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

- . impervious surface acreage;
- . location by drainage basin.
- 3. Federal Way will review billing system reports provided by King County and will notify King County immediately of known irregularities, errors or omissions contained in reports.
- 4. Federal Way will be responsible for any liens and foreclosures resulting from non-payment of surface water management service charges.
- 5. Federal Way will establish the general scope and estimated budget for surface water management services to be requested from the County during the ensuing calendar year. The estimated scope and budget will be attached to this agreement as Exhibit A and will be updated annually to reflect services scheduled for delivery in the ensuing year. The approval process for annual updates to the work program will be through each jurisdiction's budget process as set forth in Section VI.B.2 of this agreement.
- 6. Federal Way will notify King County in writing when the City wants the County to provide services as set forth in the attached Annual Scope of Services, including the schedule and estimated hours of service.

B. King County

- 1. King County will update the Federal Way billing system on a quarterly basis as follows:
  - a. Information provided by Federal Way on new commercial construction projects will be used to calculate rate classification and service charge amount for the property.
  - b. King County will update the billing system by adding all new property tax accounts occurring in Federal Way and will forward a report on the new accounts to Federal Way.

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

2. King County will collect and distribute service charge revenue received from owners of property within the City, using the combined Property Tax and Drainage Billing Statement.
3. King County will distribute revenue to Federal Way on a monthly basis following the months that service charge revenue is received.
4. King County will provide the City with information about delinquent accounts and will notify property owners of the delinquent status of the account in September each year using the same schedule used to notify delinquent accounts in King County.
5. King County will provide Federal Way with revenue reports and a report on delinquent commercial accounts.
6. King County will respond in writing to the City's request for technical support services.

III. Financial Arrangements:

A. Cost of Services:

1. The cost of services covered under this agreement is set forth in the Cost of Services attached to this agreement as Exhibit B and incorporated herein.
  - a. Costs of services will be updated annually by the parties.  
The cost update will be attached to this agreement and will serve to update the agreement when attached.
2. Federal Way will pay King County for revenue collection and distribution as follows:
  - a. one percent (1%) of the service charge revenue collected by King County from Federal Way property owners will be paid to the King County Office of Financial Management.
  - b. an annual per account Billing Services charge for basic activities related to billing, maintaining the database for residential properties, delinquencies, refunds, reports

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

on revenue, collections, and other relevant billing and collection activities as agreed to by the parties. This charge is set forth in the Cost of Services attached to this agreement as Exhibit B and incorporated herein.

B. Bills and Payments

1. King County will prepare and present to Federal Way quarterly invoices showing the services provided and the cost of the services.
2. Federal Way will pay King County for technical support services at the rates shown in the Cost of Services, Exhibit B to this agreement. Payment will be made within 45 days of receipt of itemized invoice.

IV. Administration

- A. The manager of the King County Surface Water Management Division and the manager of the Federal Way Surface Water Management Division and his/her respective designees shall compose the administration and management of the cooperative activities made possible by this agreement.
- B. In the event the Surface Water Managers are unable to reach agreement on any issue related to the services covered by this agreement, issues will be resolved by the Directors of the King County Department of Public Works and the Federal Way Department of Public Works.
- C. King County will retain control over and maintain all records, supervision, rights and benefits of personnel providing service to Federal Way under this agreement.
- D. The parties to this agreement will observe all public bidding procedures where applicable.

V. Effectiveness and Duration:

- A. This agreement shall become effective when the existing agreement between the parties expires on December 31, 1991, and upon

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

signature by all parties and will remain in effect until  
December 31, 1997.

VI. Amendments, Extension and Termination

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

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

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

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

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

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

VII. Hold Harmless and Indemnification

Federal Way shall indemnify and hold the County, its agents, employees  
and officers harmless from and shall process and defend at its own expense  
any and all claims, demands, suits, penalties, losses, damages or costs of  
any kind whatsoever (hereinafter "claims") brought against the County aris-  
ing out of or incident to the execution of, performance of, or failure to  
perform this contract; provided, however, that if such claims are caused by  
or result from the concurrent negligence of the City, its agents, employees



1 and/or officers and the County, its agents, employees and/or officers, this  
2 section shall be valid and enforceable only to the extent of the negligence  
3 of the City, its agents, employees and/or officers; and provided further  
4 that nothing in this section shall require the City to indemnify, hold  
5 harmless, or defend the County, its agents, employees, and/or officers from  
6 any claims caused by or resulting from the sole negligence of the County,  
7 its agents, employees and/or officers. In the event the City or the County  
8 is forced to incur attorney's fees, legal expenses, or other costs to  
9 enforce the provisions of this section, all such fees, expenses and costs  
10 shall be recoverable from the other party.

11 IN WITNESS WHEREOF, the parties hereto have executed this agreement on the  
12 day and year first above mentioned.

14	Approved as to form:	KING COUNTY
15		
16	_____	_____
17		
18	_____	_____
19	Deputy Prosecuting Attorney	King County Executive King County
20		FEDERAL Way
21		
22	_____	_____
23	City Attorney Federal Way	City Manager
24		
25		
26		
27		
28		
29		
30		
31		
32		

## EXHIBIT A

## 1992 SERVICES TO FEDERAL WAY

Federal Way has requested King County provide up to \$25,000 worth of professional staff support in the following surface water management program areas:

- ° Public Involvement
- ° Environmental Mitigation
- ° Regulation, Enforcement and Inspection/Technical Support

King County proposes the following configuration of staff resources to Federal Way program requests:

<u>PROGRAM:</u>	<u>ESTIMATED COST</u>
<u>Public Involvement:</u>	
Program Analyst II, 80 hours	\$ 5,376
Program Analyst I, 20 hours	1,191
Total Estimated Public Involvement Support	\$ 6,567
<u>Environmental Mitigation:</u>	
Senior Ecologist, 90 hours	\$ 6,269
<u>Regulation, Enforcement, Inspection (REI) Technical Support:</u>	
Senior Engineer, 60 hours	\$ 4,388
Engineer, 200 hours	\$ 7,613
Total Estimated REI Support	\$12,001
 TOTAL ESTIMATED COST OF 1992 SERVICES	 <u>\$24,837</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 Federal Way. 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 - 19,117

2. Finance Collection Fee (estimated) \$10,810

Finance Collection fee assumes \$1.08 million in 1992 revenue.

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