

Introduced By: Christopher Vance

1-16-97  
BL:dmsC9

Proposed No.: 97-022

MOTION NO.

**10080**

1  
2 A MOTION authorizing an interlocal  
3 agreement between King County and the  
4 city of Kent for the provision of surface  
5 water facility inspection services to  
6 areas annexed to the city.  
7

8 WHEREAS, the city of Kent has an established surface  
9 water program to preserve and protect the environment, public  
10 and private property, and the health and welfare of its  
11 citizens, and

12 WHEREAS, on January 1, 1996, Kent annexed an area of  
13 unincorporated King County known as "Meridian", and

14 WHEREAS, Kent has identified the need to enhance its  
15 surface water program due to the Meridian annexation, and

16 WHEREAS, Kent and King County desire to enter into an  
17 interlocal agreement for the provision of commercial drainage  
18 facility inspection services in the Meridian annexation area,  
19 and

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

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 Kent for the purpose of providing commercial drainage facility inspection services to the area of Kent Known as the Meridian annexation.

PASSED by a vote of 12 to 0 this 10<sup>th</sup> day of February, 1997.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Chair *Gene Hayes*

ATTEST:

*Gerald A. Peterson*  
Clerk of the Council

Attachments: Interlocal Agreement

10080

96-022

AN INTERLOCAL AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF KENT  
FOR THE PROVISION OF SURFACE WATER SERVICES

1 This agreement is hereby entered into by King County, Department of Natural Resources,  
2 and the City of Kent, a municipal corporation, for the provision of surface water related services  
3 to Kent.

4 WHEREAS, Kent has an established surface water program to preserve and protect the  
5 environment, public and private property, and the health and welfare of its citizens;

6 WHEREAS, Kent has identified the need to enhance its surface water program due to  
7 annexation activity and emerging water resource priorities;

8 WHEREAS, through an interlocal agreement, King County is able to provide appropriate  
9 services to Kent's residents and property owners through its surface water related programs, and  
10 the City wishes King County to provide these services, and

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

13 NOW THEREFORE, the parties hereto agree as follows:

14 I. Purpose of the Agreement:

- 15 A. The purpose of this Agreement is to establish mechanisms by which King County will  
16 provide the City of Kent and its residents and property owners with certain surface  
17 water management services, as determined by the parties.
- 18 B. This Agreement sets forth the services which the parties agree will be provided within  
19 the Kent city limits and provides cost estimates for those services.
- 20 C. This Agreement establishes procedures for documenting the levels and costs of actual  
21 services delivered and for billing the City of Kent.
- 22 D. This Agreement provides for making additions and adjustments to the types, levels,  
23 and costs of services requested by Kent and provided by King County in the future.

24 II. Management of Contracted Drainage Services

- 25 A. The City and County will by written correspondence identify the City and County  
26 liaisons responsible for administering this agreement, including day-to-day service  
27 provision, contract performance, and notifying the County of requests for additional  
28 services or for changes to agreement terms.
- 29 B. The liaisons will implement procedures, as set forth agreement section IV.B., for  
30 adjusting the type and level of services to be provided to the City, and/or for  
31 requesting and providing expanded or additional services which may be identified in  
32 the future.
- 33 C. The County and City liaisons will be available to meet with 10 days' notice to review  
34 contract performance or to review or resolve service issues. Any issues which cannot  
35 be resolved by the County and City liaisons shall be referred to the Director of the

1 King County Department of Natural Resources and the City Manager of Kent or their  
2 respective designees.

3 III. Responsibilities of the Parties

4 A. King County

- 5 1. King County will provide the services as set forth in this agreement and  
6 collaborate with Kent on provision of any additional services identified, as  
7 described in agreement section IV.  
8 2. King County will keep records of services delivered in Kent and will make said  
9 records available to Kent at least quarterly or as requested.

10 B. Kent

- 11 1. Kent will maintain the legal authority to operate a surface water management  
12 program, and to contract with King County for drainage related services.  
13 2. Kent will maintain procedures to manage the delivery of specific services under  
14 this agreement.

15 IV. Services to Be Provided

16 This section sets forth services to be initiated as of the effective date of this agreement,  
17 and outlines mechanisms by which Kent may request and King County may provide  
18 expanded or additional services which may be identified.

19 A. Current Services

20 King County will provide annual inspection services for commercial drainage facilities  
21 within the "Meridian" area annexed to Kent on 1/1/96. Services, estimated cost, and  
22 facilities are described in Exhibit One, attached to this agreement and incorporated  
23 herein.

24 B. Additional Services

- 25 1. Should Kent identify the need to request additional surface water related services  
26 from King County, or to expand services already being provided, Kent will make  
27 the request in writing to the King County liaison, as established in agreement  
28 section II.  
29 2. The King County and Kent liaisons, and other King County and Kent staff as  
30 needed, will agree in writing on a scope of work for the additional or expanded  
31 work requested. King County will provide a written cost estimate in cases where  
32 work is projected to cost over \$500.  
33 3. When King County and Kent have agreed on the scope of work, Kent will submit  
34 to King County a signed letter, with written scope of work and any written cost

- 1 estimate attached, to authorize the work. Work may be initiated when King  
2 County has acknowledged receipt of the letter and attachments.
- 3 4. Letters authorizing additional work, along with any attachments, will be appended  
4 to this agreement.
- 5 5. Provision of services is subject to the availability of SWM staff.

6 V. Financial Arrangements

7 A. Service Costs

- 8 1. Estimated costs for services are provided in advance for service planning  
9 purposes. Actual costs of providing services may vary from estimates. Both  
10 estimated and actual costs account for direct costs plus administrative overhead  
11 charges as required by King County Council Motion No. 8689.
- 12 2. Service costs are subject to King County annual budget processes. Costs will  
13 reflect relevant economic adjustments such as cost of living increases adopted by  
14 the King County Council.

15 B. Billing and Payment for Services

- 16 1. King County will prepare and present to Kent quarterly invoices showing actual  
17 services provided and the total cost of those services.
- 18 2. Kent will pay King County within 45 days after receipt of the invoice.

19 VI. Effectiveness and Duration

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

24 VII. Termination and Amendment

- 25 A. This Agreement may be amended, altered, or clarified only by written agreement of  
26 the parties hereto.
- 27 B. This Agreement may be terminated by either party on ninety (90) days written notice  
28 to the other party. In the event of termination by Kent, the City will be responsible  
29 for actual costs for services to the end of the quarter in which the termination of  
30 services occurs.
- 31 C. This agreement is the complete expression of the terms hereto and any oral or written  
32 representations or understandings not incorporated herein are excluded. The parties  
33 recognize that time is of the essence in the performance of the provisions of this  
34 agreement. Waiver of any default shall not be deemed to be waiver of any subsequent  
35 default. Waiver of breach of any provision of this agreement shall not be deemed to be

1 a waiver of any other or subsequent breach and shall not be construed to be a  
2 modification of the terms of the agreement unless stated to be such through written  
3 approval by the parties which shall be attached to the original agreement.

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

1 D. The foregoing indemnity is specifically and expressly intended to constitute a waiver  
2 of each party's immunity under Washington's Industrial Insurance Act, RCW Title  
3 51, as respects the other party only, and only to the extent necessary to provide the  
4 indemnified party with a full and complete indemnity of claims made by the  
5 indemnitor's employees. The parties acknowledge that these provisions were  
6 specifically negotiated and agreed upon by them.

7  
8  
9

10 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ of  
11 \_\_\_\_\_, 19 \_\_\_\_.

12

13 Approved as to form:

KING COUNTY:

14

15

16

\_\_\_\_\_

\_\_\_\_\_

17

Deputy Prosecuting Attorney

King County Executive

18

19

20

CITY OF KENT:

21

22

23

\_\_\_\_\_

\_\_\_\_\_

24

Legal Counsel

Mayor

## DESCRIPTION OF COMMERCIAL DRAINAGE FACILITY INSPECTION SERVICES

**Facilities to be Inspected:** Commercial drainage facilities located within the "Meridian" annexation area. As of the date of this agreement, the area contains 41 commercial facilities, as listed below.

	Facility Number	Facility Name	Facility Address
1.	D95096	PUGET POWER-SEQUOIA	27525 124 AVE SE
2.	D95130	NATURAL TRAILS TOWNHOUSES	13201 SE 256TH ST
3.	D95248	CHILDREN'S WORLD	14719 SE 272nd ST
4.	D95591	KING COUNTY FIRE DISTRICT 37	25620-140TH AVE S.
5.	D95772	VALLEY CHRISTIAN	25605 124 AVE SE.
6.	D96336	PACIFIC NORTHWEST BELL	1422 SE 260 ST
7.	D96340	KENT HIGHLAND SHOPPING CENTER	27221 132ND AVE SE
8.	D96350	COLUMBIA GREENHOUSES	12525 SE 248TH ST
9.	D96351	COLUMBIA GREENHOUSES	12525 SE 248TH ST
10.	D96366	SHURGARD STORAGE	27333 132ND AVE SE
11.	D96367	SPRINGWOOD APARTMENTS	27360 - 129th PLACE
12.	D96386	LAKE MERIDIAN VILLAGE CONDOS	138 AVE SE & SE 256
13.	D96464	THE WNNERS CIRCLE (NORTH)	27119 SOOS CREEK DR.
14.	D96465	THE WNNERS CIRCLE (SOUTH)	27119 152ND WAY SE
15.	D96698	REBER RANCH	28436 132ND AVE SE
16.	D96707	LAKE MERIDIAN APARTMENTS	14800 SE 272ND ST
17.	D96708	LAKE MERIDIAN APARTMENTS	14800 SE 272ND ST
18.	D96709	LAKE MERIDIAN APARTMENTS	14800 SE 272ND ST
19.	D96787	HOAGY'S CORNER	SE 272 ST & 132 AVE
20.	D96878	CHURCH OF JESUS CHRIST OF LDS	12817 SE 256TH ST.
21.	D96902	SOOS CREEK MOBILE ESTATES	15410 SE 272ND ST
22.	D96903	SOOS CREEK MOBILE ESTATES	15410 SE 272ND ST
23.	D96925	152ND RETAIL BUILDING	15220 S.E. 272ND ST.
24.	D96948	MARTIN SORTUN ELEMENTARY SCHOOL	12711 SE 248TH ST
25.	D96956	LAKE MERIDIAN SHORES	14200 SE 272ND ST
26.	D96957	LAKE MERIDIAN SHORES	14200 SE 272ND ST
27.	D96958	LAKE MERIDIAN SHORES	14200 SE 272ND ST
28.	D96959	LAKE MERIDIAN SHORES	14200 SE 272ND ST
29.	D97253	COVINGTON FIRE STATION	15635 SE 272ND ST
30.	D97357	KING COUNTY WATER DISTRICT 1 1 1	27224 - 144 AVE SE
31.	D97358	KING COUNTY WATER DISTRICT 1 1 1	27224 - 144 AVE SE
32.	D97443	FAITH BAPTIST CHURCH	25636 140TH AVE SE
33.	D97444	FAITH BAPTIST CHURCH	25636 140TH AVE SE
34.	D97516	COUNTRY GLEN APARTMENTS	27430 132ND AVE SE
35.	D97517	COUNTRY GLEN APARTMENTS	27430 132ND AVE SE
36.	D97518	COUNTRY GLEN APARTMENTS	27430 132ND AVE SE
37.	D97519	COUNTRY HILLS APARTMENTS	27430 132ND AVE SE
38.	D97539	SOOS CREEK ESTATES 11	15410 SE 272ND ST.
39.	D97550	MERIDIAN ELEMENTARY	SE 256TH ST & 140TH
40.	D97553	MERIDIAN ELEMENTARY	SE 256TH & 140TH AVE
41.	D97864	ZION LUTHERAN CHURCH	25105 132ND AVE SE

**Description of Services**

- SWM staff will inspect facilities for maintenance needs, according to existing King County maintenance standards, on an annual basis.
- Information resulting from inspections will be input to SWM's Management Information System, from which Maintenance Correction Letters (MCLs) citing needed work will be issued.
- Copies of the letters, along with a spreadsheet summarizing inspection results, will be forwarded to the City. Letters are for information purposes for the City only and will not be altered from the King County format.

**Cost Estimate:** Annual costs for services as described above are estimated at \$5,800 (as of the date of this agreement). Changes to service elements and procedures, or additions to the inventory of facilities to be inspected, may result in revisions to estimated and actual costs.