

1 2-20-97
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INTRODUCED BY GREG NICKELS

2 PROPOSED NO. 97-099

3 MOTION NO. **10126**

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5 A MOTION authorizing an interlocal agreement
6 between King County and the city of Burien for the
7 provision of storm and surface water management
8 services and the collection and disbursement of
9 Burien surface water management service charge
10 fees to the city by the county.

11 WHEREAS, the city of Burien has established a surface water management program and
12 service charges to support the program, and

13 WHEREAS, King County has a program of services to address the management of storm
14 and surface water runoff, and

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

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

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

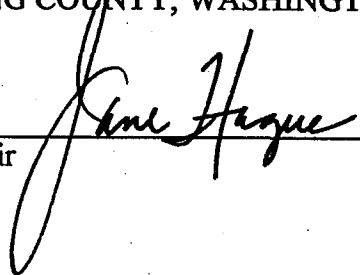
22 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each
23 authorized to enter into an agreement;
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1 NOW THEREFORE BE IT MOVED, by the Council of King County:

2 The county executive is authorized to enter into an interlocal agreement with the city of
3 Burien, in substantially the same form as attached, for the purpose of continuing to provide storm
4 and surface water management services to the city.

5 PASSED by a vote of 12 to 0 this 17th day of
6 March, 1997.

7 KING COUNTY COUNCIL
8 KING COUNTY, WASHINGTON

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10 
11 Chair

11 ATTEST:

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13 Clerk of the Council

14 Attachments:
15 Interlocal Agreement between King County and the City of Burien

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AN INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF BURIEN
FOR THE PROVISION OF SURFACE WATER SERVICES
AND COLLECTION OF REVENUES

This agreement is hereby entered into by King County, Department of Natural Resources, and the City of Burien, a municipal corporation, for the provision of surface water services to Burien and the collection and transfer of Burien's surface water management revenue by King County.

WHEREAS, Burien 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; and

WHEREAS, the City has 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 Burien'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 Burien 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 Burien'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 Burien city limits and provides estimates of the annual costs of those services.
- D. This agreement establishes procedures for documenting 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 Burien and provided by King County.

II. Management of Contracted Drainage Services

- A. The City and County will, by written correspondence, identify the City and County liaisons responsible for administering this agreement, including day-to-day service provision, contract performance, and notifying the County of requests for changes to agreement terms.
- B. The liaisons will implement procedures, as set forth in agreement section IV., for adjusting the type and level of services to be provided to the City.
- C. Either liaison is authorized to convene a meeting with a minimum of ten (10) calendar days written notice to the other party to review contract performance or to review or resolve service issues.
- D. Any conflict that is not resolved by the liaisons within ten (10) working days of a meeting held to discuss the conflict shall be referred to the Burien City Manager and the Director of the King County Department of Natural Resources, who shall resolve the conflict.

III. Responsibilities of the Parties

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

A. King County

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

B. Burien

1. Burien will maintain 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. Burien will maintain policies and procedures to manage the delivery of specific services under this agreement.
3. As of the effective date of this agreement, Burien's surface water service charge rate structure is as set forth in Exhibit Two, 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. Burien will be responsible for all actions pursuant to delinquent accounts, including the use of liens and foreclosures on Burien property owners.

IV. Services to Be Provided

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 specific services to occur.

A. Enforcement Services

1. Should Burien wish King County to provide enforcement services for the City's drainage and/or water quality codes, Burien 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 9.12, 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 Burien's drainage and/or water quality codes, the City must initiate and prosecute actions. Specifically, Burien 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. Burien is responsible for legal services relating to enforcement actions.

B. Technical Services

King County will provide Technical Services, as described on Exhibit One, only upon Burien's written request. Provision of Technical Services is subject to King County staff availability. If services proposed to complete a specific requested task are projected to cost over five hundred dollars (\$500), King County will provide a service cost estimate and Burien will authorize the provision of services in writing.

C. Additional Services

1. Should Burien identify the need to request additional surface water related services from King County not specified in this agreement, Burien will make the request in writing to the King County liaison, as established in agreement section II.
2. The King County and Burien liaisons, and other King County and Burien staff as needed, will agree in writing on a scope of work for the additional or expanded work requested. King County will provide a written cost estimate in cases where work is projected to cost over \$500.

3. When King County and Burien have agreed on the scope of work, Burien will submit to King County a signed letter, with written scope of work and any written cost estimate attached, to authorize the work. Work may be initiated when King County has acknowledged receipt of the letter and attachments.
4. Letters authorizing additional work, along with any attachments, will be appended to this agreement.
5. Provision of additional services is subject to the availability of SWM staff.

D. Service Revisions

1. If Burien wishes to substantially revise or discontinue a specific service being provided by King County at any given time, the City will inform the County in writing of the requested revision or discontinuance. In the absence of a written request, the County will continue to provide and bill the City for the service.
2. The above provision does not supercede the Agreement Termination and Amendment provisions of this agreement, as contained in agreement section VII.

V. Financial Arrangements

A. Revenue Collection and Disbursement

1. King County will collect and distribute to Burien the service charge revenues received from properties within the city limits using the combined Property Tax and Drainage Billing Statement.
2. King County will hold revenues collected for Burien in a separate account and will disburse the revenue to the City on an approximately monthly basis.
3. Burien will pay an annual per-account fee for surface water management service charge billing and revenue collection services, as set forth in Exhibit One. The fee is one dollar and seventy-seven cents (\$1.77) per Burien account for 1996 and is adjustable on an annual basis.

4. The King County Department of Finance will charge the City 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 One.

B. Service Costs

1. Estimated annual costs for services are shown on Exhibit One. Cost estimates and actual costs (as reflected on quarterly service invoices) account for direct services plus administrative overhead charges, as required by King County Council Motion No. 8689.
2. Costs on Exhibit One are estimated for the Burien city area as it exists at the effective date of this agreement. Estimated and actual costs may increase should Burien annex further land areas and request the County to provide surface water services in these areas. Requested increases in service due to an increased Burien service area will be handled through procedures outlined in agreement section IV.
3. Adjustments to the type and level of service and cost of services are subject to the annual budget processes of King County and Burien. Costs for each year will reflect relevant economic adjustments such as cost of living increases adopted by the King County Council.
4. In the event that King County may be required or requested to provide SWM services to Burien 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 One to be exceeded.

C. Billing and Payments

1. King County will prepare and present to Burien quarterly invoices showing the actual services provided and the total cost of those services. Actual costs billed may vary from estimated costs.
2. Burien will pay King County in full within 45 days after receipt of the invoice.

D. Future Annexations

1. Proration of Revenues. For areas which may be annexed mid-year to the City, annual surface water service charge revenues will be pro-rated between the City and the County according to a proration formula agreed upon in writing by the parties at the time of annexation.
2. Debt Service. Property owners in any areas annexed to Burien will continue to be liable for the debt service portion of King County's 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).

VI. Effectiveness and Duration

This agreement is effective upon signature by both parties. The agreement shall renew automatically from year to year unless either party provides written notice by September 1 of its intent to terminate or substantially change the agreement effective January 1 of the following year.

VII. 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 subject to conditions as expressed in agreement section VII. above.
- C. This agreement is a complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. The parties

recognize that time is of the essence in the performance of the provisions of this agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such through written approval by the parties which shall be attached to the original agreement.

VIII. 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 BURIEN:

Legal Counsel

City Manager

SERVICE DESCRIPTION AND ESTIMATED COSTS**Drainage Services**

Complaint Response. Response to, investigation of, and assistance toward resolving complaints/inquiries from Burien citizens and staff on drainage, water quality, and drainage facility problems.

Engineering Support. Engineering analysis to assist in developing solutions to drainage, water quality, and drainage facility-related problems.

Regional Facility Inspection and Maintenance. Annual inspection of Burien's regional drainage facilities(excluding two pump stations at Pump Plant #21 and Hermes Depression). Written reports on facilities requiring requiring maintenance. Scheduling and oversight of maintenance by subcontracted drainage crews. Maintenance work performed.

Residential Facility Inspection and Maintenance. Annual inspection of Burien's residential drainage facilities. Written reports on facilities requiring requiring maintenance. Scheduling and oversight of maintenance by subcontracted drainage crews. Maintenance work performed.

Commercial Facility Inspection. Inspection of Burien's commercial drainage facilities for maintenance needs. Issuance of letters to property owners indicating compliance with maintenance with standards or needed maintenance.

Service Charge Billing/Revenue Collection

Service Charge Billing and Customer Service. Billing of the surface water service charge to Burien property owners on the King County property tax statement. Processing changes to customer accounts and responding to customer inquiries regarding the service charge.

Revenue Collection. Collection and transmittal to Burien of surface water service charge revenues. Services performed by the King County Office of Financial Management.

Technical Services

Services provided on an hourly basis by professional engineering or other required staff for specific tasks as requested by the City. Technical Services may include: land development support services such as drainage manual interpretation and application, variance procedures, and proposal review; engineering review and design for solutions to drainage problems; assistance in developing surface water programs such as Best Management Practices for pollution prevention.

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<i>Estimated Annual Service Costs</i>	<i>\$</i>	<i>Notes/Assumptions</i>
Drainage Services		Cost estimates are based on projected annual activity levels for the City, based on 1993-1996 data.
• Complaint response for drainage, water quality, facility issues	6,000	Regional facility maintenance excludes maintenance on the Hermes Depression and Pump Plant 21 pump stations.
• Engineering Support	2,000	
• Regional Facility Inspection and Maintenance	22,000	
• Residential Facility Inspection and Maintenance	8,000	
• Commercial Facility Inspection	17,000	
Subtotal	55,000	
Service Charge Billing and Customer Service	14,820	Based on service for 8,373 accounts at \$1.77 per account (1996 fee)*
Department of Finance charge for revenue collection and disbursement	11,690	Based on 1% of \$1,169,000 (amount of annual service charge billed in 1996)
Subtotal	26,510	
Technical Services		Cost dependent on staff, other charges involved in specific task.
TOTAL	\$81,510	

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.