

1 2-20-97
BL:dmsC3

2 PROPOSED NO. 97-098

3
4 MOTION NO. ~~10125~~ ;

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

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

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

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

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

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

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

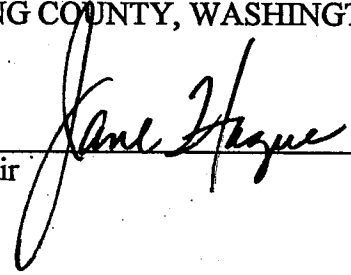
2 The county executive is authorized to enter into an interlocal agreement with the city of
3 Newcastle, in substantially the same form as attached, for the purpose of continuing to provide
4 storm and surface water management services to the city.

5 PASSED by a vote of 12 to 0 this 17th day of

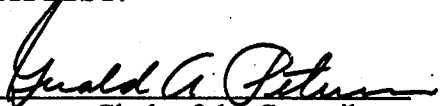
6 March, 19 97.

7 KING COUNTY COUNCIL
8 KING COUNTY, WASHINGTON

9
10 Chair



11 ATTEST:

12 
13 Clerk of the Council

14 Attachments:

15 Interlocal Agreement between King County and the City of Newcastle
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AN INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF NEWCASTLE
FOR THE PROVISION OF SURFACE WATER SERVICES
AND COLLECTION OF REVENUES

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

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

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

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

13 WHEREAS, through an interlocal agreement, King County is able to provide surface
14 water management services to Newcastle's residents and property owners, and the City wishes
15 King County to provide these services, and

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

18 NOW THEREFORE, the parties hereto agree as follows:

19 I. Purpose of the Agreement:

20 A. The purpose of this agreement is to establish mechanisms by which King County will
21 provide the City of Newcastle and its residents and property owners with drainage
22 related services, and will collect the revenue necessary to support those services.

23 B. This agreement establishes the means whereby King County can act as Newcastle's
24 agent in the billing and collection of the surface water service charge.

- 1 C. This agreement sets forth the services which the parties agree will be provided within
- 2 the Newcastle city limits and provides estimates of the annual costs of those services.
- 3 D. This agreement establishes procedures for documenting the levels and costs of actual
- 4 services delivered.
- 5 E. This agreement provides for making adjustments to the amount, type and cost of
- 6 services requested by Newcastle and provided by King County.

7 II. Management of Contracted Drainage Services

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

21 III. Responsibilities of the Parties

22 The responsibilities of the parties under this agreement relate to authorizing, coordinating

23 and providing drainage related services to Newcastle and its residents.

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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 Newcastle property owners for the surface water management service charge, using the King County property tax statement, and will collect and transfer the revenue to Newcastle on an approximately monthly basis.
3. King County will inform Newcastle officials of delinquent accounts.
4. King County will keep records of services delivered in Newcastle and will make said records available to Newcastle at least quarterly or as requested.

B. Newcastle

1. Newcastle 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. Newcastle will maintain policies and procedures to manage the delivery of specific services under this agreement.
3. As of the effective date of this agreement, Newcastle'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.

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

3 IV. Services to Be Provided

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

7 A. Enforcement Services

- 8 1. Should Newcastle wish King County to provide enforcement services for the
9 City's drainage and/or water quality codes, Newcastle must maintain sufficient
10 authority to perform specific tasks associated with enforcements, and to allow
11 the County to undertake specific enforcement tasks within City limits. Such
12 authority includes drainage standards identical or very similar to King County
13 Code 9.04, water quality control provisions identical or very similar to King
14 County Code 9.12, and enforcement procedures identical or very similar to King
15 County Code Chapter 23.
- 16 2. King County is able to provide enforcement-related services in the following
17 general categories: investigating potential violations, advising the City on
18 rectifying situations caused by violations, and providing assistance in cases
19 involving violations. Specifically, the County's services are limited to the
20 following:
- 21 a. conduct research and site visits to determine whether a violation exists;
 - 22 b. develop a form "Notice of Violation";
 - 23 c. advise the City regarding correction of the violation;
 - 24 d. develop a report to the hearing examiner;
 - 25 e. attend hearings and provide testimony on the City's behalf;
 - 26 f. evaluate corrections/compliance and report to the City;

1 3. In cases requiring enforcement of Newcastle's drainage and/or water quality
2 codes, the City must initiate and prosecute actions. Specifically, Newcastle shall
3 conduct the following enforcement-related activities:

- 4 a. initiate the enforcement action;
5 b. issue notice of violation;
6 c. coordinate repair/reconstruction with owner;
7 d. conduct enforcement hearings;
8 e. release notice and order upon completion of repairs;
9 f. collect/negotiate fines;
10 g. defend its ordinances.

11 4. Newcastle is responsible for legal services relating to enforcement actions.

12 B. Technical Services

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

18 C. Additional Services

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

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

8 D. Service Revisions

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

15 V. Financial Arrangements

16 A. Revenue Collection and Disbursement

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

1 4. The King County Department of Finance will charge the City a flat one percent
2 (1%) of all revenue collected by the County for the City under the terms of this
3 agreement, except those revenues collected as a result of City enforcement
4 action. This charge will remain unchanged for the duration of this Agreement and
5 will be deducted from the revenues collected on a monthly basis by the County
6 and forwarded to the City. This charge is reflected on Exhibit One.

7 B. Service Costs

- 8 1. Estimated annual costs for services are shown on Exhibit One. Cost estimates
9 and actual costs (as reflected on quarterly service invoices) account for direct
10 services plus administrative overhead charges, as required by King County
11 Council Motion No. 8689.
- 12 2. Costs on Exhibit One are estimated for the Newcastle city area as it exists at the
13 effective date of this agreement. Estimated and actual costs may increase should
14 Burien annex further land areas and request the County to provide surface water
15 services in these areas. Requested increases in service due to an increased Burien
16 service area will be handled through procedures outlined in agreement section IV.
- 17 3. Adjustments to the type and level of service and cost of services are subject to
18 the annual budget processes of King County and Newcastle. Costs for each year
19 will reflect relevant economic adjustments such as cost of living increases
20 adopted by the King County Council.
- 21 4. In the event that King County may be required or requested to provide SWM
22 services to Newcastle in unscheduled or unpredictable circumstances or events,
23 the parties will agree in writing for additional payment of services should those
24 extraordinary service costs cause the total of estimated services as set forth in
25 Exhibit One to be exceeded.

1 C. Billing and Payments

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

6 D. Future Annexations

- 7 1. Proration of Revenues. For areas which may be annexed mid-year to the City,
8 annual surface water service charge revenues will be pro-rated between the City
9 and the County according to a proration formula agreed upon in writing by the
10 parties at the time of annexation.
11 2. Debt Service. Property owners in any areas annexed to Newcastle will continue
12 to be liable for the debt service portion of King County's surface water
13 management service charge, in accordance with R.C.W. 36.89.100 and K.C.C.
14 9.08.20 as set forth in Public Rule, FIN 8-2(PR).

15 VI. Effectiveness and Duration

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

20 VII. Termination and Amendment

- 21 A. This agreement may be amended, altered, or clarified only by written agreement of the
22 parties hereto.
23 B. This agreement may be terminated subject to conditions as expressed in agreement
24 section VII. above.
25 C. This agreement is a complete expression of the terms hereto and any oral or written
26 representations or understandings not incorporated herein are excluded. The parties

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

7 **VIII. Hold Harmless and Indemnification**

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

1 damages are awarded against the City, the County or both, the City shall satisfy the
2 same, including all chargeable costs and attorney's fees.

- 3 C. The City shall indemnify and hold harmless the County and its officers, agents and
4 employees, or any of them, from any and all claims, actions, suits, liability, loss, costs,
5 expenses and damages of any nature whatsoever, by reason of or arising out of any
6 negligent act or omission of the City, its officers, agents and employees, or any of
7 them, relating to or arising out of the performance of this Agreement. In the event that
8 any suit based on such a claim, action, loss or damage is brought against the County,
9 the City shall defend the same at its sole cost and expense; provided that the County
10 reserves the right to participate in said suit if any principle of governmental law is
11 involved; and if final judgment be rendered against the County, and its officers, agents
12 and employees, or any of them, or jointly against the County and their respective
13 officers, agents and employees, or any of them, the City shall satisfy the same.
- 14 D. The foregoing indemnity is specifically and expressly intended to constitute a waiver
15 of each party's immunity under Washington's Industrial Insurance Act, RCW Title
16 51, as respects the other party only, and only to the extent necessary to provide the
17 indemnified party with a full and complete indemnity of claims made by the
18 indemnitor's employees. The parties acknowledge that these provisions were
19 specifically negotiated and agreed upon by them.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ of
2 _____, 19 ____
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4 Approved as to form:

KING COUNTY:

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8 _____
Deputy Prosecuting Attorney

King County Executive

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CITY OF NEWCASTLE:

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15 _____
Legal Counsel

City Manager

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SERVICE DESCRIPTION AND ESTIMATED COSTS**Drainage Services**

Complaint Response. Response to, investigation of, and assistance toward resolving complaints/inquiries from Newcastle 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 Newcastle's regional drainage facility (Lake Boren Outlet). Written report on any maintenance needs. Scheduling and oversight of maintenance by subcontracted drainage crews. Maintenance work performed.

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

Commercial Facility Inspection. Inspection of Newcastle's commercial drainage facilities for maintenance needs. Issuance of letters to property owners indicating compliance with maintenance with standards or needed maintenance. Coordination for City-performed checkbacks to ensure that maintenance has been completed; processing of appropriate surface water service charge discounts.

Service Charge Billing/Revenue Collection

Service Charge Billing and Customer Service. Billing of the surface water service charge to Newcastle 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 Newcastle 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 providing public involvement and education activities.

10125

<i>Estimated Annual Service Costs</i>	<i>\$</i>	<i>Notes/Assumptions</i>
Drainage Services		
• Complaint response for drainage, water quality, facility issues	7,000	
• Engineering Support	2,500	
• Regional Facility Inspection and Maintenance	1,500	
• Residential Facility Inspection and Maintenance	38,000	
• Commercial Facility Inspection	8,000	
Subtotal	57,000	
<hr/>		
Service Charge Billing and Customer Service	4,152	Based on service for 2,346 accounts at \$1.77 per account (1996 fee)*
Department of Finance charge for revenue collection and disbursement	2,403	Based on 1% of \$240,302 (amount of annual service charge billed in 1996)
Subtotal	6,555	
<hr/>		
Technical Services		Cost dependent on staff, other charges involved in specific task.
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TOTAL	63,555	

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.