

INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF SHORELINE FOR BILLING AND REVENUE COLLECTION FOR SURFACE WATER SERVICE CHARGES AND PROVISION OF TECHNICAL SERVICES

This agreement is made and entered into between the City of Shoreline (hereafter "Shoreline" or "the City") and King County (hereafter "the County"), referred to collectively as the "parties," to allow the County to collect surface water management service charges on Shoreline's behalf and to provide surface water-related technical services upon Shoreline's request.

WHEREAS, Shoreline 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, Shoreline has adopted the necessary legislation authorizing the City to enter into this Agreement and to conduct a surface water management program funded by a service charge on developed properties, and

WHEREAS, the County has an automated surface water management service charge billing system which can be used for other jurisdictions' billings when an interlocal agreement is entered into by the parties, and

WHEREAS, Shoreline wishes to use the County's billing and revenue collections system to collect its surface water management service charge from property owners within city limits, and

WHEREAS, Shoreline may occasionally wish to request surface water-related technical services from the County, and the County is willing to provide such services subject to staffing and budget constraints, and

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

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

I. Purpose of the Agreement:

- A. To establish and set forth the services the parties agree will be provided for the billing and collection of the surface water management service charge on properties within Shoreline city limits.

- B. To establish the means whereby the County can act as the City's agent to collect the City's surface water service charge from property owners and transmit revenues collected to the City.
- C. To establish a mechanism whereby Shoreline may request and the County may provide surface water-related technical services.

II. Administration

- A. The City and the County shall each appoint a representative to review compliance with this Agreement and to resolve any conflicts. The administrators of the agreement shall meet as needed. Either party is authorized to convene a meeting with a minimum of ten (10) calendar days written notice to the other.
- B. Any conflict that is not resolved by the Agreement administrators within ten (10) working days of the meeting held to discuss the conflict shall be referred for resolution to the City Public Works Director and the WLRD Manager. If the conflict cannot be resolved by the City Public Works Director and the WLRD Manager, it shall be resolved by the City Manager and the Director of the County's Department of Natural Resources (DNR).

III. Description of Services:

A. Surface Water Service Charge Billing and Revenue Collection Services

The services provided under this category include:

- 1. customer services related to surface water service charge billing and revenue collection for Shoreline property owners;
- 2. collection and transferal of cash receipts;
- 3. maintaining and updating Shoreline's customer information database, except that Shoreline will be responsible for providing information on new commercial accounts and any commercial accounts to receive fee discounts for performing maintenance;
- 4. processing and mailing billing statements, delinquency notices and other correspondence;
- 5. incorporating surface water management fee rate changes;
- 6. providing monthly reports on revenues received and amounts receivable and annual reports giving individual surface water service charge account information; and

7. other services related to billing and revenue collection as requested by the City.

B. Technical Services

Technical Services are consulting-type services that Shoreline may request and the County may provide for specific surface water-related technical issues. These services will be provided only upon Shoreline's request, and provision by the County is subject to staff availability. Before services are provided, Shoreline and the County will agree on a specific scope of work and cost estimate for services to be provided. Any scopes of work for technical services provided will be attached and incorporated into this Agreement.

IV. Responsibilities of the Parties

A. Service Charge Billing and Collection:

1. The County:
 - a) the County will collect and distribute to Shoreline surface water services charge revenues received from properties within the City using the County's combined Property Tax and Drainage Billing Statement. These services, as described in agreement section III., will commence for the 1998 billing year.
 - b) the County will hold revenues collected for Shoreline in a separate account and will disburse the revenue to the City on each business day.
 - c) the County will provide the City with information about delinquent accounts.
2. Shoreline:
 - a) Shoreline has adopted legislation establishing a surface water management service charge rate structure as set forth in Exhibit One, attached to this agreement and incorporated herein.
 - b) The City's surface water service charge rate structure as identified above may be modified as follows: If in any given calendar year the City elects to change its service charge rate structure for the following calendar year, it will notify the County of the new structure at least 60 days prior to the beginning of the new calendar

year, allowing time for the County to make necessary adjustments to the billing system.

- c) Shoreline will be responsible for all actions resulting from delinquent accounts, including any liens and foreclosures on Shoreline property resulting from such delinquencies.

B. Surface Water-Related Technical Services

1. The County

The County will work with Shoreline to develop mutually agreeable scopes of work for any surface water related-technical services the parties agree that the County will provide, and will provide said services. Provision of technical services is subject to County staff and budget availability and is not anticipated to exceed \$10,000 in any calendar year.

2. Shoreline

Should Shoreline wish the County to provide surface water-related technical services, it will notify the County in writing and work with the County to develop mutually agreeable scopes of work, to be signed and authorized by the Shoreline City Manager or designee, for any technical services the parties agree the County will provide.

V. Financial Arrangements

A. Service Costs

1. Billing and Revenue Collection Services

- a) Estimated annual costs for billing and revenue collection services are outlined in Exhibit Two, attached to this Agreement and incorporated herein. Shoreline will pay the County for billing, revenue collection and disbursement services as set forth below.
- b) Shoreline will pay an annual per-account fee for surface water management service charge billing, customer database management, and customer service. The fee is one dollar and fifty cents (\$1.50) per customer account for 1998. The County may adjust the fee annually, based on staff and overhead cost changes authorized in the County's adopted annual budget. The number of

billing accounts may increase over time as surface water service charge accounts are added as a result of development in the City.

- c) Pursuant to the prior interlocal Agreement for surface water-related services between the County and Shoreline, the City will pay the 1998 portion of the one-time billing system fee agreed upon by the parties within 30 days from the date of execution of this Agreement. This fee is shown on Exhibit Two. Shoreline paid the 1996 and 1997 portions of the conversion fee pursuant to the prior Agreement. King County will bill Shoreline for the 1999 portion of the conversion fee on the first invoice for services in 1999, to be paid by Shoreline within 45 days of receipt of the invoice.
- d) Pursuant to RCW 84.56.035, Shoreline will pay the County a flat one percent (1%) of all revenue collected by the County for Shoreline under the terms of this Agreement. This charge is not part of the per-account fee.

2. Surface Water-Related Technical Services

- a) Scopes of work for technical services to be provided will include estimated costs. Shoreline will be billed for actual costs to provide the services. Total costs for technical services are not expected to exceed \$10,000 in any given calendar year. No technical services will be provided under this Agreement except upon specific request by Shoreline and subject to Agreement provision IV.B.

3. Shoreline will pay the County for 1998 billing and revenue collection services and agreed-upon technical services provided in 1998 prior to the execution of this Agreement.

B. Billing and Payment for Services

- 1. King County will invoice the City for the annual per-account billing fee outlined in Agreement section V. A. 1. in two installments annually (approximately May and October).
- 2. If the County provides technical services to Shoreline, charges for these services will be included on the invoices as described above.
- 3. Shoreline will pay the County within 45 days after the receipt of invoices.

4. The County will deduct the one percent revenue collection charge, as outlined in Agreement section VI. A. 1., from revenues transferred to the City.

VI. Effectiveness and Duration:

This Agreement shall become effective upon signature by all parties and shall renew automatically from year to year subject to the provisions of Section VII. of this Agreement.

VII. Amendments, Extension or Termination:

- A. This Agreement may be amended, altered, clarified or extended only by written agreement of the parties hereto.
- B. The estimated costs and services as shown in this Agreement are accepted by the parties as representing the best projections for service and cost available at the time of this Agreement. If either party requests changes to the level of services or to the cost of services set forth in this Agreement, the parties will agree in writing to the changes.
- C. This Agreement may be terminated by either party for any reason upon provision of one hundred eighty (180) days written notice to the other party.
- D. 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 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.

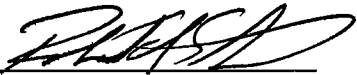
- B. In executing this Agreement, the County does not assume liability or responsibility for, or in any way release the City from, any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action 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.

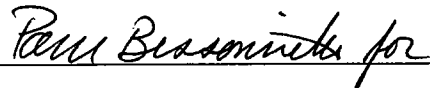
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 5th
day of February, 1999.

Approved as to Form:

KING COUNTY:



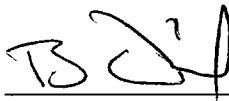
Deputy Prosecuting Attorney



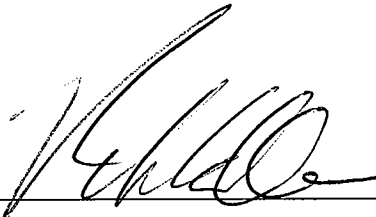
King County Executive

Approved as to Form:

CITY OF SHORELINE:



Bruce Disend, City Attorney



Robert E. Deis, City Manager

City of Shoreline Surface Water Service Charge Rate Structure

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 City-approved retention/detention (R/D) facility maintained by the owner to meet city standards.
- 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.

Estimated Annual Service Charge Billing and Revenue Collection Costs

Based on 1998 billed number of accounts and revenue amount

Cost Component	Cost per account	number of accounts	Cost (\$)
Estimated annual billing charge	\$1.50	15,193	22,790
1% Revenue Collection fee* (based on estimated annual revenue of \$1,944,033)	N/A	N/A	19,440
1998 and 1999 portions of one-time billing system conversion	\$0.465**	14,417***	6,704
TOTAL for 1998 and 1999			\$48,934
TOTAL thereafter			\$42,230

*This fee is charged by the King County Department of Finance for revenue collection and disbursement.

**Conversion fee is \$1.86 per account divided over four years (1996, '97, '98, and '99)

***Number of accounts converted to Shoreline billing at the time of incorporation and therefore subject to fee.



**King County
Water and Land Resources Division**

Department of Natural Resources
700 Fifth Avenue, Suite 2200
Seattle, WA 98104-5022

(206) 296-6519
(206) 296-0192 FAX

February 8, 1999

Edward Mulhern
Surface Water Coordinator
City of Shoreline
17544 Midvale Avenue North
Shoreline, Washington 98133-4921

RE: Interlocal Agreement – Billing and Revenue Collection Services for SWM fees

Mr. Mulhern:

Enclosed is a fully executed copy of the surface water services interlocal agreement for your files. King County Water and Land Resources Division staff look forward to working with you on implementing this agreement.

Thank you for your assistance in executing this agreement. If you have any additional questions, please contact me at (206) 296-8013.

Sincerely,

A handwritten signature in cursive script, appearing to read "Morgan John".

Morgan John
Intergovernmental Analyst

MJ:vs2

Enclosure

cc: Debbie Arima, Assistant Manager, Water and Land Resources Division
Wendy Jackson, Program Analyst, Finance and Administration Unit




Memorandum

DATE: January 8, 1999

TO: Bob Deis, City Manager

FROM: Edward Mulhern, Surface Water Coordinator

VIA: Doug Mattoon, Public Works Director 

RE: Billing and Revenue Collection Service for
SWM Fees

Attached is a contract with King County Department of Natural Resources for billing and revenue collection collection service for surface water management fees. This contract allows King County DNR to collect surface water fees on behalf of the City of Shoreline.

The Department of Natural Resources will receive \$1.50 per account (\$23,000 per year) and 1% of total fees (\$19,000 per year) collected in return for providing this service. The contract also provides for the final two years of \$6,704 annual payments to King County of a one-time billing system conversion fee.

City Council authorized you to execute this interlocal agreement with King County DNR on October 26, 1998.



CONTRACT REVIEW/APPROVAL ROUTING FORM

INSTRUCTIONS:

1. Three (3) copies of the agreement document must be attached to this worksheet.
2. Amendments/change orders to agreements must include one (1) copy of the original agreement, along with two (2) copies of the actual amendment/change order.
3. All copies of the agreement should be signed by the consultant/contractor after review by the City Attorney.
4. All data requested on the worksheet must be provided, including expiration date and the authorized original total dollar amount (estimate both, if necessary).
5. Upon completion of the review process, three (3) copies of the agreement will be distributed as follows: (1) to the department, who should then forward the copy back to the contractor. (2) copies forwarded to the City Clerk's Office.

CONTRACT DESCRIPTION

Contract Originator: Edward Mulhern
 Department/Division: Public Works Date: 1-7-99

Type of Contract: (C) Construction (G) Purchase of Goods (I) Intergov't Agreement
 (P) Personal Svcs (L) Lease Agreement (O) Other
 (A) Addendum (W) Public Works (S) Purchase of Services (all types)
 (GR) Grants

Contract Modification: KC Agreement

Bid/RFP Number: _____ Escrow Acct. Set Up: Yes No

Brief Description: Billing and Revenue Collection Service for SWM Fees

Name of Contractor, Lessor, Vendor: King County Department of Natural Resources

Employer ID or SS # (required for Professional Services Contracts): _____

Effective Date: Upon Signature of All Parties Termination Date: Renew automatically each year subject to termination clause

Total Amount of Contract: \$48,934 Annual Program # and Object: 2731-510
\$42,230 After 1999

(including reimbursable expenses)
 Source of Funds: _____

Payment Terms (monthly installments, progress payments, etc.): _____

Remarks: Contract has approval of both Shoreline City Council and King County Council.

SIGNATURE	Date	Date
<input checked="" type="checkbox"/> 1. Department Head	<u>Edward Mulhern 1/8/99</u>	<input checked="" type="checkbox"/> 6. City Council
<input checked="" type="checkbox"/> 2. Purchasing	<u>CHP 1/13</u>	(if required) <u>approved by motion 10/26/98</u>
<input checked="" type="checkbox"/> 3. Budget	<u>SD 1/13</u>	
<input checked="" type="checkbox"/> 4. City Attorney	<u>SD 1/19</u>	<input checked="" type="checkbox"/> 7. City Manager
<input checked="" type="checkbox"/> 5. Purchasing	<u>CHP 1/19</u>	<u>1-19-99</u>
		<input checked="" type="checkbox"/> 8. City Clerk
		<u>R.A. Row 1/20/99</u>