

October 28, 1993
GT/sr

Introduced by: GREG NICKELS
BRUCE LAING

Proposed No.: **93-836**

MOTION NO. **9215**

A MOTION authorizing the Director of King County Department of Development and Environmental Services to sign a memorandum of agreement between King County and the Washington State Department of Transportation regarding the expeditious processing land use and building permit applications for District One Management Programs.

WHEREAS, King County exercises responsibility under numerous state laws and local ordinances to plan for and regulate land uses, including public transportation projects, within its jurisdiction in a manner which protects public resources and other elements of the environment, and

WHEREAS, the State and the County deem it desirable to retain an employee to coordinate State permit applications and ensure timely processing by the County, and

WHEREAS, the State Department of Transportation (WSDOT) is agreeing to fund a position in King County's Department of Development and Environmental Services (DDES) to coordinate WSDOT applications,

NOW, THEREFORE BE IT MOVED by the Council of King County:

The Director of the Department of Development and Environmental Services is hereby authorized to sign a memorandum of agreement substantially in the form contained in attachment A regarding the processing of permits for District One of the Washington State Department of Transportation.

PASSED this 24th day of January, 1994.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Guadalupe Torres
Clerk of the Council

Attachments:

A. Memorandum of agreement between King County and Department of Transportation

Passed by a vote of 13 to 0

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between the State of Washington, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "State", and King County, Department of Development and Environmental Services, 900 County Administration Building, Seattle, Washington, 98104, hereinafter called the "County";

WHEREAS, the County is performing the function of permitting public transportation projects within un-incorporated King County, and

WHEREAS, the State and the County deem it desirable to retain an employee to facilitate State permit applications and ensure timely processing by the County.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

I

The County, through the Department of Development and Environmental Services (DDES) located in the Eastgate vicinity, will select and supervise the two half time individuals to act as the facilitators and coordination connects, as described on the attached Job Description, between the two agencies. These positions will report directly to the Grading Supervisor of DDES.

II

These employees will be engaged beginning October 1, 1993 to June 30, 1995.

III

The State agrees to reimburse the County for an agreed percentage of the costs of these employees and associated costs outlined in Exhibit "A", attached hereto and by this reference made a part of this agreement. Exhibit "B", Job Description, is attached hereto and by this reference made a part of this agreement.

IV

Partial payments to cover costs incurred shall be made by the State to the County upon request of the County. Such requests shall not be more than once a month and payment shall be made by the State within ninety (90) days following receipt of such request for partial payment.

It is agreed that State payment pursuant to any County partial payment request, will not constitute agreement as to the appropriateness of any item, and that required adjustments will be made at the time of final State audit. In the event that such final State audit indicates an overpayment to the County has been made, the County agrees to refund the overpayment to the State within sixty (60) days after being billed therefore. If the audit shows an underpayment, the State will pay the amount underpaid within sixty (60) days of billing therefore.

No liability shall attach to the State or County by reason of entering into this agreement except as expressly provided herein.

V

There will be a quarterly review by the State and the County. The results of this review will determine if the purpose of the agreement is being met. After review, the State and the County will affirm that the purpose is being met or request that the agreement be amended as necessary to assure both agencies are being served by the agreement.

VI

This agreement will terminate on June 30, 1995 unless it is extended by a supplemental agreement.

Either party may terminate the agreement after giving sixty (60) days notice.

EXHIBIT "A"

Estimate of Cost

Permit application facilitator for Department of Development and Environmental Services -- Site Development Specialist II -- Step 4.
(As budgeted for 1994 fiscal year.)

COST AT 1993 RATES:

SALARY	\$3,803.58	
SALARY RELATED	<u>1,008.18</u>	
TOTAL MONTHLY COST	\$4,811.76	
@ 21 MONTHS	\$4,811.76 x 21 =	\$101,047

FULLY LOADED COST:

LOW ORG 3479 TOTAL COST	\$1,456,275	
CURRENT BASE BUDGET	<u>881,764</u>	
LOADED COSTS	\$ 574,511	
LOADED COSTS PER FTE	\$574,511 ÷ 14 ÷ 12 x 21 =	\$ 71,814
TOTAL FULL COST FOR SDS II @ 21 MONTHS =		\$172,861

These figures do not account for COLA or merit increases.

Job Description

Agreement between King County and the Washington State Department of Transportation:

Purpose

The Washington State Department of Transportation (WSDOT) and King County Department of Development and Environmental Services (KC,DDES) are entering into an agreement to expedite the processing of WSDOT permit applications with KC,DDES. The intent is for WSDOT to fund a position in DDES to facilitate WSDOT permit applications and ensure timely processing by DDES.

Coordination Contacts

The WSDOT - KC Coordinator would be assigned to Randy Sandin, KC Grading and Technical Services and would coordinate with WSDOT through Ralph Nichols, WSDOT Environmental Program Manager.

Project - Duties

1. Prior to scoping meeting review project data, visit site and advise WSDOT of required permits.
2. Attend WSDOT project scoping meetings. *This would be only for projects that require a PAUE or Shoreline Permit.*
3. Field review projects before or after the scoping meeting with WSDOT Environmental and Design staff.
4. Coordinate attendance at KC preapplication meeting. Make sure appropriate KC and WSDOT staff are in attendance, review materials to be presented at meeting.
5. Review at WSDOT applications before submittal to KC to assure they are complete.
6. Act as primary reviewer of WSDOT permit applications. Track progress of permits after application with special attention to processing by other KC sections. This would include follow up on any supplemental information needed by KC. A weekly status report would be provided to WSDOT.
7. Coordinate any meetings requested by KC or WSDOT during permit process.

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8. Assist in preparation of KC staff report for Hearing Examiner.
9. Attend PAUE hearing.
10. Track PAUE after hearing. This would include keeping WSDOT informed on when the Hearing Examiners report to Council is published and date KC Council will hear the project.

Non - Project Duties

Review WSDOT permit application procedures. Advise KC and WSDOT on a way the process can be streamlined.