

KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 10, 2000

Motion 11063

Proposed No. 2000-0379.1

Sponsors Vance and Sullivan

1 A MOTION authorizing the county executive to enter into
2 an amended interlocal agreement with the city of Kent
3 relating to the processing of building permits and land use
4 applications and to home repair services through the
5 community development block grant program.

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8 WHEREAS, on March 20, 1996, the city of Kent and King County entered into
9 an interlocal agreement relating to processing of building permits and land use
10 applications and to home repair services through the community development block grant
11 program (referred to in this motion as the "1996 Interlocal Agreement"); and

12 WHEREAS, the city of Kent has requested that King County amend the 1996
13 Interlocal Agreement in order to allow King County to process, in part, certain vested
14 applications that were initially filed with King County and later annexed into the city of
15 Kent's jurisdiction; and

16 WHEREAS, the city and county agree that having the county process such
17 applications on behalf of the city as specified in the proposed amended interlocal
18 agreement would allow for an efficient use of local government resources; and

19 WHEREAS, an amended interlocal agreement relating to the provision of these
20 services is authorized by the Interlocal Cooperation Act, chapter 39.34 RCW;

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

22 The county executive is hereby authorized to execute an amendment to the 1996
23 Interlocal Agreement, substantially in the form attached to this motion, with the city of

24 Kent relating to processing of building and land use permit applications.

25

Motion 11063 was introduced on 6/26/00 and passed by the Metropolitan King County Council on 10/9/00, by the following vote:

Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Vance and Mr. Irons

No: 0

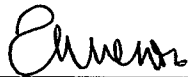
Excused: 1 - Mr. Nickels

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments

A. Amendment to Interlocal Agreement between King County and the City of Kent Relating to Processing of Building and Land Use Permit Applications, B. King County Office of Hearing Examiner - Hourly Billing Rate Plan for 2000 Estimate - Schedule 6 - Determination of Hourly Billing Rates

**AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN KING COUNTY
AND THE CITY OF KENT
RELATING TO PROCESSING
OF BUILDING AND LAND USE PERMIT APPLICATIONS**

11063

THIS AGREEMENT, made and entered into this day by and between King County, a home rule charter County in the State of Washington (hereinafter "County") and the City of Kent, a municipal corporation in the State of Washington (hereinafter "City"), amends in part the Interlocal Agreement Between King County and The City of Kent Relating To Processing of Building Permits And Land Use Applications And To Home Repair Services Through The Community Development Block Grant Program fully executed on March 20, 1996 (hereinafter referred to as the "1996 Interlocal Agreement."), which agreement is incorporated by this reference as if fully set forth herein.

The 1996 Interlocal Agreement is amended to include the following new paragraph

2.6:

2.6 Notwithstanding any contrary provision in this Agreement, on behalf of the City of Kent, the County will prepare a staff report/recommended decision and staff the public hearing on King County application numbers S91P0004 and S91U0001, which were pending land use applications for a proposed development in an area annexed into the City prior to the effective date of the 1996 Interlocal Agreement. Based upon direction from the City, County review of these applications shall be based upon County codes in effect at the time such applications were initially submitted to King County prior to annexation. King County further agrees to conduct a hearing before the King County Hearing Examiner for these applications. The City of Kent shall provide any required notices associated with the hearing and shall provide a facility within the City of Kent at which the hearing will take place. Following the hearing, the King County

Examiner shall render a report and recommendation to the City for consideration by the City's final decisionmaker on these applications. The final decision shall be rendered by the City.

The 1996 Interlocal Agreement is further amended to include the following new paragraph 8.4:

8.4 The City shall reimburse King County for its staff and Hearing Examiner time and expenses incurred conducting review on behalf of the City pursuant to paragraph 2.6 of this Agreement. Reimbursement shall occur as follows: (1) King County DDES staff time shall be reimbursed at the hourly rate specified in K.C.C. 27.02.190, currently \$132.00 per hour; (2) King County Hearing Examiner and Hearing Examiner staff time shall be reimbursed the current Hourly Billing Plan rate specified in attachment A, or at such future year Hourly Billing Plan rates for such services. The City shall reimburse King County within sixty days following receipt of King County's invoice.

Paragraph 12 of the 1996 Interlocal Agreement is amended as follows:

12. Duration. This Agreement shall become effective upon signature of both parties and will terminate on December 31, 2006 unless otherwise terminated as provided in Section 10.

The 1996 Interlocal Agreement is further amended to include the following new paragraph 15.4:

15.4 Paragraphs 15.1 through 15.3 shall apply to claims that arise out of County processing of applications identified in paragraph 2.6 of this Agreement where such claims are based upon County actions or inactions following the effective date of this Agreement. Notwithstanding the foregoing, or any Agreement provision to the contrary, the City shall hold the County harmless for any claims, actions, suits, liability, losses, costs, expenses and damages of any nature whatsoever arising out of pre-Amendment County actions or inactions on those applications identified in paragraph 2.6. Nothing in this Agreement shall be construed to require

King County to appear in or otherwise defend any judicial challenge to decisions rendered by the City on those applications referenced in paragraph 2.6 of this Agreement.

The 1996 Interlocal Agreement is further amended to include the following new paragraph 19:

19. No Third Party Beneficiaries. This Agreement is intended solely to provide assistance to the County and City and is not intended to benefit any third party.

In all other respects, except as expressly modified herein, the terms set forth in the 1996 Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

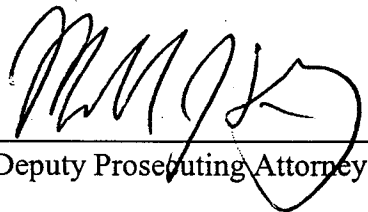
KING COUNTY:

King County Executive

Dated

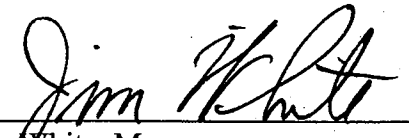
Approved as to Form:

NORM MALENG
King County Prosecuting Attorney

By: 
Senior Deputy Prosecuting Attorney


6-12-00
Dated

CITY OF KENT:


Jim White, Mayor

6-7-00
Dated

Approved as to Form:


Roger Lubovich, City Attorney

JUNE 7, 2000
Dated

ATTACHMENT B

King County Office of Hearing Examiner
 Hourly Billing Rate Plan for 2000 (Estimate)
 Schedule 6 -- Determination of Hourly Billing Rates

	(1) Regular Salaries (a) (#51110)	(2) Central Service Cost Sch. 3	(3) Fringe Benefits Sch. 4	(4) Total	(5) Work Hour (a)
Legislative Secretary (Zommers)	38,171	2,576	8,387	49,134	
Legislative Secretary (Metzger)	40,080	2,705	8,192	50,977	
Legislative Secretary (Early)	36,353	2,453	8,267	47,072	
Administrative Assistant II	48,454	3,159	10,647	62,260	
Hearing Examiner	101,903	6,787	22,875	131,564	
Deputy Hearing Examiner	89,036	5,980	20,156	115,173	
Deputy Hearing Examiner	89,036	6,001	20,226	115,262	

Notes: (a) Work Hours is computed as follows:

Standard Hours Per Year
 Less Paid Time Off Rate (Sch. 5)
 1824 x 16.53%

January, 2000