

MOTION NO. 2335

A MOTION authorizing the King County Executive to enter into a contract with the City of Bellevue to provide services by the King County Office of Zoning and Subdivision Examiner.

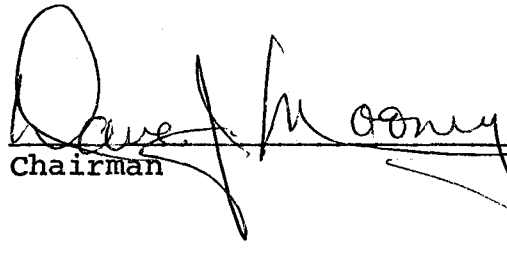
WHEREAS, the City of Bellevue desires to contract with King County to obtain the services of the King County Office of Zoning and Subdivision Examiner in hearing proposed planned unit development and planned residential unit development applications made within the City of Bellevue; and

WHEREAS, the City of Bellevue agrees to pay King County for such services and to provide certain staff assistance,

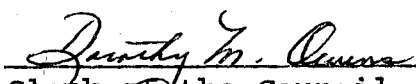
NOW THEREFORE, BE IT MOVED by the Council of King County: The King County Executive is hereby authorized to sign a contract with the City of Bellevue for the provision of Hearing Examiner services by the King County Office of Zoning and Subdivision Examiner in hearing proposed planned unit development and planned residential unit development applications; Such contract with the City of Bellevue shall provide that the County be paid on a cost incurred basis for each application scheduled before the Examiner and such contract shall be in substantially the form of the attached agreement which by this reference is incorporated as part of this motion.

PASSED at a regular meeting of the King County Council this 23rd day of February, 1976.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chairman

ATTEST:


Clerk of the Council

ORIGINAL

2620
1-23-76

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 2620

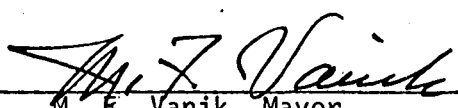
A RESOLUTION authorizing execution of an Agreement with King County for Hearing Examiner Services.

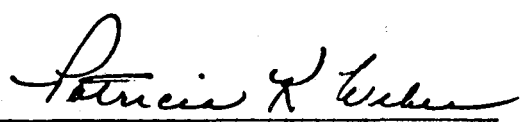
THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager is hereby authorized and directed to execute, on behalf of the City, that certain Agreement with King County for services of the King County Office of Zoning and Subdivision Examiner, a copy of which has been given Clerk's Receiving No. 3560.

PASSED by the City Council this 26 day of January, 1976, and signed in authentication of its passage this 26 day of January, 1976.

(SEAL)


M. F. Vanik, Mayor


Patricia K. Weber, City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 197_, by and between King County, a municipal corporation and charter county, hereinafter referred to as the County, and the City of Bellevue, a municipal corporation and noncharter code city, hereinafter referred to as the City:

WHEREAS, the City desires to contract with the County to obtain the services of the County Office of Zoning and Subdivision Examiner hereinafter referred to as the Examiner, in hearing proposed planned unit development (PUD) and planned residential unit development (PRUD) applications made within the City; and

WHEREAS, such services are available to the City from the County on a cost-incurred basis;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed and fulfilled by the respective parties thereto, it is mutually agreed as follows:

1. The County shall provide to the City the services of its Zoning and Subdivision Examiner for the year 1976. The services shall include, but not be limited to, holding public hearings, entering written findings of fact and conclusions supporting the Examiner's recommendation to the City Council in all City planned unit development (PUD) and planned residential unit development (PRUD) cases scheduled by the City Planning Department before the Examiner.

2. The Examiner shall hear said cases at a location to be provided by the City and at a time and date mutually acceptable to both the City and the Examiner.

3. The Examiner's staff is and shall be at all times during the term of this agreement employees of the County and not employees of the City, and shall not be entitled to any of the usual benefits incident to employment with the City.

4. Services performed by the Examiner and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

5. At the completion of all services and work on a given PUD or PRUD by the Examiner, the County shall submit to the City a bill for said services within ten (10) working days of the completion thereof, and the City will pay the County for the work completed and services rendered by the Examiner under this agreement. Such payment shall be made at the current hourly rate paid by the County for said services and shall include compensation for the Examiner's services as well as compensation for all necessary secretarial services, postage and automobile mileage directly related to work performed for the City by the Examiner. The hourly rate for services of the Examiner for the year 1976 shall be as follows:

<u>Position</u>	<u>Hourly Rate</u>
Examiner	\$16.48
Deputy Examiner	\$13.18
Office Coordinator	\$ 7.31
Secretary III	\$ 5.98
Office Secretary II	\$ 4.62
Office Secretary I	\$ 4.35

6. Upon request from the Examiner, the City shall provide legal advice relative to PUD and PRUD hearings before the Examiner. The City shall also post and advertise scheduled public hearings in conformance with legal requirements, and provide Planning Department reports and environmental analyses.

7. The term of this agreement is one year, from 1 January 1976 to 31 December 1976. The agreement may be extended for any additional period with the consent of both parties hereto. This agreement may be terminated by either party on thirty days written notice to the

