

January 21, 1999
WSDOT
Clerk 1/27/99

Introduced By: BRIAN DERDOWSKI

Proposed No.: 1999-0053

MOTION NO. **10647** !

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A MOTION authorizing the County Executive to enter into an interlocal agreement with the Washington State Department of Transportation relating to the King County department of development and environmental services review and permitting of Washington State Department of Transportation development projects in unincorporated King County.

WHEREAS, King County performs the function of permitting public transportation projects within unincorporated King County, and

WHEREAS, the Washington State Department of Transportation and King County deem it desirable for the county's department of development and environmental services to retain an employee to facilitate Washington State Department of Transportation development applications and ensure timely permit processing, and

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, authorizes the state and county to enter into cooperative agreements that are mutually advantageous;

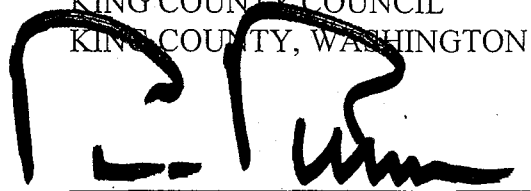
NOW, THEREFORE, BE IT MOVED by the Council of King County:

10647

1 The county executive is hereby authorized to execute an interlocal agreement,
2 substantially in the form attached, with the Washington State Department of Transportation
3 for the King County department of development and environmental services to review and
4 permit Washington State Department of Transportation development projects in
5 unincorporated King County.

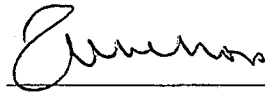
6 PASSED by a vote of 9 to 0 this 15th day of March,
7 1999.

8 KING COUNTY COUNCIL
9 KING COUNTY, WASHINGTON



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11 VICE Chair

12 ATTEST:

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14 Clerk of the Council

15 Attachments: Interlocal Agreement between King County and Washington State
16 Department of Transportation

INTER-LOCAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 19____ by and between the Washington State 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 Oakesdale Avenue Southwest, Renton, Washington, 98055-1219, hereinafter called the "COUNTY",

WHEREAS, the COUNTY is performing the function of permitting public transportation projects within unincorporated King County, and

WHEREAS, the STATE and the COUNTY deem it desirable for the COUNTY to retain an employee to facilitate state permit applications and ensure timely processing by the COUNTY, and

WHEREAS, the purpose of this AGREEMENT is to ratify our verbal agreement following the receipt of the letter dated December 16, 1996 and document verbal authorization to proceed with the work on January 1, 1997 prior to the signature of the Memorandum of Agreement included in the letter dated December 16, 1996, and

WHEREAS, the Interlocal Cooperation Act Chapter 39.34 RCW authorizes the STATE and COUNTY to enter into cooperative agreements that are mutually advantageous.

NOW THEREFORE, pursuant to RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performance contained herein and incorporated herein by reference, IT IS MUTUALLY AGREED AS FOLLOWS:

I

The COUNTY, through the Department of Development and Environmental Services (DDES), will select and supervise an employee to coordinate and consolidate the permit process, as described in the Memorandum of Understanding, attached hereto and by this reference made part of this agreement.

II

The employee will be engaged beginning January 1, 1997 through December 31, 2001.

III

The STATE agrees to reimburse the COUNTY the costs of the employee and associated costs and is shown as "Total Annual Cost to DOT" in Exhibit "A" of the attached Memorandum of Understanding.

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 any such payment will not constitute agreement as to the appropriateness of any item, and that at the time of final STATE audit, all required adjustments will be made and reflected in a final payment.

V

There will be 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 December 31, 2001 unless it is extended by a supplemental agreement.

Either party may terminate the agreement after giving thirty (30) days written notice.

VI

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION

KING COUNTY

County Executive

Date _____

By

Date _____

APPROVED AS TO FORM

D. E. Cancell

Darren Cancell
Deputy Prosecuting Attorney

Date April 24, 1998

APPROVED AS TO FORM

J. Mark Ottolenghi

Assistant Attorney General

Date April 9, 1998

GCA 0764

MEMORANDUM OF UNDERSTANDING

Terms of the Agreement:

1. The intent of this agreement is for Washington State Department of Transportation (DOT) to continue to fund one half-time position in DDES to ensure the timely processing of DOT applications. King County Department of Development and Environmental Services (DDES) will select and supervise one half-time employee to manage the review of DOT permit and Public Agency and Utility Exception (PAUE) applications.
2. This employee will be engaged from January 1, 1997 to December 31, 1997.
3. The coordination and consolidation of permit processing outlined in this Memorandum of Understanding will ensure that all review of Washington State Department of Transportation projects subject to this MOU will be completed in a timely manner and that comments, proposed conditions, and reports are provided to DOT 30 days prior to any final decision or hearing.
4. When required, DDES will prepare the necessary documents and provide timely notification so that public hearings can be scheduled as early in the review process as possible.
5. DOT agrees to reimburse DDES for the costs of this employee and associated costs as outlined in exhibit "A", attached and by this reference made a part of this Memorandum of Understanding.
6. Roles and Responsibilities of the positions include:

Coordination

Personnel filling this position will be assigned to the Site Development Services Section under the supervision of the Supervising Engineer and will coordinate permit activity through the Department of Transportation, Environmental Program Manager.

Duties of DDES Staff

Project Specific

- a. Attend DOT meetings when project requires a PAUE, Shoreline, or Grading and Clearing permit.
- b. Prior to permit application, perform a visit with DOT Environmental and Design staff, review project data and advise DOT in writing of required permits.

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MEMORANDUM OF UNDERSTANDING
Continued, Page Two

- c. Coordinate attendance at preapplication meeting to ensure appropriate DOT and DDES staff are in attendance, and review materials to be presented at meeting.
- d. Review DOT applications before submittal to assure their completeness.
- e. Act as primary coordinator of DOT permit and PAUE applications. Track progress of permits and applications with special attentions to processing by other DDES sections. This would include follow up on any supplemental information needed by DDES. Attend monthly coordination meetings with DOT per Item 7, below.
- f. Coordinate any meetings requested by DOT or DDES during permit processing.
- g. Prepare staff report and represent DDES at public hearings.

General Support

- h. Work with DOT and DDES staff in the review of permit application procedures to improve and streamline the process.
7. DDES will attend monthly coordination meetings with DOT. DOT will provide an agenda to DDES at least one week prior to the scheduled meeting date, identifying those topics or projects (identified by name and CIP #) that will be under discussion. DDES will provide an update on the current status of each application identified on the agenda, including the staff assigned to review the application, progress made since the last coordination meeting and projected timetable for completion of the application review process. The status report will also identify milestones in the review process and if these milestones have been met. The coordination meeting will also be an opportunity for DOT to identify changing priorities and/or permitting needs.
 8. DDES will submit quarterly billings to DOT in the amounts detailed in Exhibit A of this agreement. DDES will prepare a quarterly report to accompany the billings that will identify the time spent on the various projects subject to this agreement. Copies of the payment requests will be transmitted to the DOT, Environmental Program Manager.
 9. No liability shall attach to DOT or DDES by reason of entering into this Memorandum of Understanding, except as expressly provided, herein.

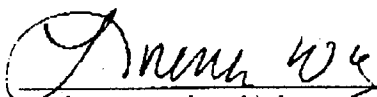
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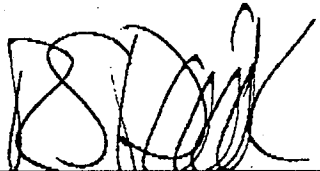
MEMORANDUM OF UNDERSTANDING
Continued, Page Three

- 10. There will be a quarterly review by DOT and DDES. The results of this review will determine if the purpose of the Memorandum of Understanding is being met. After review, DOT and DDES will affirm that the purpose is being met or request that the Memorandum of Understanding be amended as necessary to assure both departments are being served by the Memorandum of Understanding.
- 11. Either party may terminate the Memorandum of Understanding after giving thirty (30) days written Notice.
- 12. This Memorandum of Understanding is effective upon authorized signature of each of the parties and will terminate on December 31, 1997 unless it is amended or terminated by written agreement from both parties.

Department of Transportation

Department of Development and
Environmental Services


 Assistant Regional Director ~~Director~~ Administrator
 for Development


 Robert S. Derrick, Director

Date 10/19/98

Date 4.27.98

GCA 0764

EXHIBIT "A."

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ESTIMATE OF COST

DOT funding of one half-time position at the Department of Development and Environmental Services based on averaging the salary for Site Development Specialist (SDS) and Senior Ecologist.

	1997
Direct Monthly Salary	\$4,355.42
Paid Holidays (11)	Covered in salary
Annual Leave	Covered in salary
Sick Leave	Covered in salary
Social Security	\$ 325.17
Medicare	Covered in salary
Retirement	\$ 320.95
Health Insurance	\$ 500.00
Disability and Life Insurance	\$ 80.82
Total Salary Cost per Month	\$5,582.36

1998, 1999, 2000, and 2001 costs shall be calculated by increasing the wage rates in effect on December 31st of the previous year by 90%, CPI-W, U.S. All Cities based on September to September figures of the prior year. The minimum COLA shall be 2% and the maximum 6%.

Position to be employed for a total of sixty (60) months - from January 1, 1997 to December 31, 2001.

1997 average cost for SDS and Senior Ecologist

12 months times \$5,582.36* equals (January 1, 1998 to December 31, 1998)	\$66,988.32
Personnel Cost - 1/2 FTE	\$33,494.16
Overhead Cost (59%)	\$19,761.55
Total Cost to WSDOT	\$53,255.72
Quarterly Installment	\$13,313.93

*Based on a 2.75% wage increase for 1997