

Interlocal Agreement for Landmark Services

AN AGREEMENT BETWEEN KING COUNTY AND THE CITY OF REDMOND RELATING TO LANDMARK DESIGNATION AND PROTECTION SERVICES

THIS IS AN AGREEMENT between King County, a home rule charter county and a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Redmond a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS, the City is incorporated; and

WHEREAS, local governmental authority and jurisdiction with respect to the designation and protection of landmarks within the city limits resides with the City; and

WHEREAS, the City desires to protect and preserve the historic buildings, structures, districts, sites, objects, and archaeological sites within the city for the benefit of present and future generations; and

WHEREAS, the City does not have the organization and personnel to do so; and

WHEREAS, the County is able to provide landmark designation and protection services for the City; and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide efficient and cost effective landmark designation and protection services; and

WHEREAS, pursuant to R.C.W. 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for cooperative action;

NOW THEREFORE, the County and the City hereby agree:

1. Services. The County shall provide landmark designation and protection services using the criteria and procedures adopted in King County Code (K.C.C.) 20.62 At the City's request the County may also provide historic design review and/or other services related to other historic resources.

2. City's Responsibilities. In support of the County in the designation and protection of landmarks the City shall:

A. Adopt an ordinance establishing regulations and procedures for the designation of historic buildings, structures, objects, districts, sites, objects, and archaeological sites (hereinafter referred to as historic properties) as landmarks and for the protection of landmarks. Regulations and procedures shall be substantially the same as the regulations

and procedures set forth in K.C.C. 20.62. The ordinance shall provide that the King County Landmarks Commission have the authority to designate and protect landmarks within the City limits in accordance with the City ordinance. The ordinance shall include:

- 1) Provision for the appointment of a special member to the King County Landmarks Commission as contemplated by K.C.C. 20.62.030.
- 2) A provision that appeals from decisions of the King County Landmarks Commission pertaining to real property within the city limits shall be taken to the Hearing Examiner.
- 3) Provisions for penalties for violation of the certificate of appropriateness procedures.
- 4) A provision that the official responsible for the issuance of building and related permits shall promptly refer applications for permits which affect City/County landmarks designated in accordance with this agreement to the King County Historic Preservation Officer (HPO) for review and comment. The responsible official shall seek and take into consideration the comments of the HPO regarding mitigation of any adverse effects affecting these properties.

B. Appoint a Special Member to the King County Landmarks and Heritage Commission in accordance with the ordinance adopted by the City. Pursuant to K.C.C. 20.62 such Special Member shall be a voting member of the King County Landmarks and Heritage Commission in the designation of City/County landmarks within the City.

C. The budget and workplan for services shall be determined by the City in consultation with the County on an annual basis.

D. Except as identified in Section 5, the services provided by the County pursuant to this agreement do not include legal services.

3. County Responsibilities.

A. Process City/County landmark nominations for those properties identified as City Landmarks under Ordinance No. 2080 effective September 28, 2000 that meet the landmark eligibility criteria in K.C.C. 20.62.040 and other eligible properties as mutually agreed by the City and County.

B. Conduct design review, planning, training, and public information activities necessary to support landmarking activities. Design review, planning, training, and public information tasks shall be defined by mutual agreement of both parties. If the City does not appoint its own Design Review Board to review proposals to make changes to landmarks and to issue Certificates of Appropriateness for such changes in accordance with the procedures and criteria set forth in the local landmark ordinance adopted under 2. A.

above and the Secretary of the Interior's Standards for Rehabilitation of Historic Buildings as adopted by the King County Landmarks Commission, the Commission shall serve as the local Design Review Board.

C. A copy of the Commission's designation report or decision rejecting a nomination shall be delivered to the City in addition to the parties specified in K.C.C. 20.62 within five (5) working days after it is issued.

D. A copy of the designation report shall be filed with the County Recorder by the HPO together with a legal description of the designated property and the notification that the provisions of the City ordinance apply.

E. Process applications for Certificates of Appropriateness to demolish, move, or make alterations in any significant feature of a landmark within the City limits as provided for by compensation.

F. The King County Landmarks Commission shall act as the "Local Review Board" for the purposes related to Chapter 221, 1986 Laws of Washington, (R.C.W. 84.26 and WAC 254.20) for the special valuation of historic properties within the City limits, and for the purposes of eligibility for low interest loans, grants and other incentives administered by the County.

G. The HPO shall review and comment on applications for permits which affect City/County landmarks. Comments shall be forwarded to the city official responsible for the issuance of building and related permits.

4. Compensation.

A. Costs. The City shall reimburse the County fully for all costs incurred in providing services under this contract, including overhead and indirect administrative costs. Costs charged to the City may be reduced by special appropriations, grants, or other supplemental funds, by mutual agreement of both parties. The rate of reimbursement to the County shall be revised annually. Addendum A contains 2004 labor costs. Maximum total cost to the City shall be determined on an annual basis.

B. Billing. The cost of services shall be billed quarterly or annually. The bill shall reflect actual costs plus the annual administrative overhead rate. Payments are due within 30 days of invoicing by the County.

5. 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 or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them, in providing services pursuant to this agreement. In the event that any 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 retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, 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, polices or procedures. If any cause, claim, suit, actions or administrative proceeding is commenced in the enforceability and/or validity of any 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 attorneys' 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. In the event that any suit based upon 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 retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, the City shall satisfy the same.

D. The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this Article shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

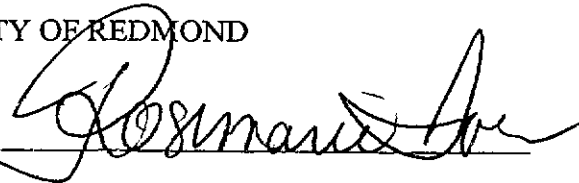
6. Duration. This agreement is effective beginning upon execution, and shall continue automatically from year to year until it is terminated by forty-five days written notice from either party to the other.

7. Administration. This agreement shall be administered for the County by the Director of the Office of Business Relations and Economic Development, or the director's designee, and for the City by the Mayor or the Mayor's designee.

8. Amendments. This Agreement may be amended at any time by mutual agreement of the parties.

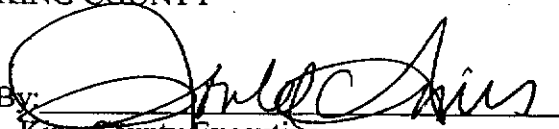
IN WITNESS WHEREOF, the parties have executed this agreement this 27th day of July, 2004.

CITY OF REDMOND

By: 

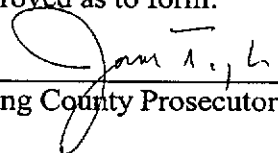
Title: MAYOR

KING COUNTY

By: 
King County Executive

Date: July 1, 2004

Approved as to form:

By: 
King County Prosecutor

Interlocal Contract for Historic Preservation Services

Addendum A: King County Labor Costs

The following hourly rates for County-provided historic preservation services apply for 2004. The hourly figure incorporates wages, benefits, and overhead as set in the indirect cost rate plan for the Office of Business Relations and Economic Development, Historic Preservation Program. The figure is adjusted to account for vacation, sick leave, and holidays and thus reflects actual working hours.

Historic Preservation Officer:	\$68.82/hour
Preservation Planner II:	\$64.55/hour
Landmarks Coordinator:	\$59.89/hour
Preservation Planner I:	\$54.14/hour