Shoreline City Clerk

Receiving No. 16

I-95-013

King County

ORIGINAL

Clerk's Receiving
No. 016
Date 8/25/95
JMattiola Res. 32

Interlocal Agreement for Landmark Services

AN AGREEMENT BETWEEN KING COUNTY AND THE CITY OF SHORELINE 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 Shoreline, 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; 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 Ordinance 10474, K.C.C. 20.62 within the City limits.

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, districts, sites, objects, and archaeological sites as landmarks and for the same as the regulations and procedures set forth in King County Ordinance 10474, K.C.C. 20.62. The ordinance shall provide that the King

County Landmarks and Heritage Commission shall 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 and Heritage Commission as contemplated by K.C.C. 20.62.030.

2. A provision that appeals from decisions of the King County Landmarks and Heritage Commission pertaining to real property within the City limits shall be taken to the City Council.

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 historic buildings, structures, objects, sites, districts, or archaeological sites 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 historic buildings, structures, objects, sites, or districts.

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 on all matters relating to or affecting landmarks within the City.

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

3. <u>County Responsibilities</u>.

A. Process all nominations for designation as a landmark or community landmark made on properties within the City.

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, the King County Landmarks and Heritage 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 and Heritage 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.

G. The HPO shall review and comment on applications for permits which affect historic buildings, structures, objects, sites, districts, and archaeological sites. 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 for labor costs to the County costs shall be revised annually. Addendum A contains 1994 labor costs. Maximum total cost to the City shall be revised annually. Addendum B contains the 1996 maximum cost to the City for reimbursable services.

B. Billing. The cost of services shall be billed quarterly. The quarterly 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 as its sole

cost and expense; provided, that the City retains the right to participate in said suit if any principle of government 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, policies or procedures. If any cause, claim, suit, actions, or administrative proceeding is commenced in the enforceability and/or validity or 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 attorney's 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 government 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 manger of the Cultural Resources Division, or the manager's designee, and for the City by the City Manager or the manager'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 31st day of MAY, 1996.

CITY OF SHORELINE, WASHINGTON

By: [signature]

Title: INTERIM CITY MANAGER

Approved as to Form:
[signature]
City Attorney

KING COUNTY

By: [signature]
King County Executive 5-31-96

Approved as to form:

By: [signature]
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 1995. The hourly figure incorporates wages, benefits, and overhead as set in the 1994 Indirect Cost Rate Plan for the Cultural Resources Division of the Parks, Planning and Resources Department. The figure is adjusted to account for vacation, sick leave, and holidays, and thus reflects actual working hours.

Historic Preservation Officer:	$49.42 per hour
Preservation Planner:	$43.30 per hour
Design Review Coordinator:	$35.67 per hour
Cultural Resource Specialist/Planner:	$22.62 per hour
Executive Secretary:	$28.11 per hour

Interlocal Contract for Historic Preservation Services

Addendum B: City of Shoreline Expenditure Maximum

During the calendar year 1996, total reimbursable costs billable to the City for historic preservation services provided by the County under this interlocal agreement shall not exceed $5,000.

King County
Office of Budget and Strategic Planning
King County Courthouse
516 Third Avenue, Room 420
Seattle, WA 98104
(206)296-3434

June 5, 1996

City Clerk
City of Shoreline
17544 Midvale Avenue North
Shoreline, WA 98133

RE: **Interlocal Agreement between King County and the City of Shoreline**

Enclosed for your permanent record is the original of the Interlocal Agreement between King County and the City of Shoreline relating to Landmark Designation and Protection Services.

This document has been filed with the King County Records and Elections Section, and has also been transmitted for filing to the Secretary of State, as required under RCW 39.34.040.

Please contact me at 296-3477 if you have any questions on this matter.

Sincerely,

Carol Gagnat
Regional Affairs Coordinator

CG:erw

Enclosure

RECYCLED PAPER

ORIGINAL

RESOLUTION NO. 32

A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT RELATING TO LANDMARK DESIGNATION AND PROTECTION SERVICES BETWEEN THE CITY OF SHORELINE AND KING COUNTY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, AS FOLLOWS:

Section 1. Authorization. The City Manager is authorized and directed to execute on behalf of the City the Interlocal Agreement for Landmark Services with King County, Washington, a copy of which has been filed with the City Clerk and identified with Clerk's Receiving No. 016.

Section 2. Effective Date. The effective date of the Interlocal Agreement for Landmark Services will be the date of the passage of this Resolution by the City Council.

Section 3. Ratification and Confirmation. Any acts made consistent with the authority and prior to the effective date of this resolution are ratified and confirmed

ADOPTED BY THE CITY COUNCIL ON AUGUST 21ST, 1995.

Connie King

Mayor Connie King

ATTEST:

Marie K. O'Connell

Marie K. O'Connell, Interim City Clerk