



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 1, 2015

Ordinance 18093

Proposed No. 2015-0251.1

Sponsors Lambert

1 AN ORDINANCE authorizing the county executive to
2 enter into an interlocal agreement with the town of
3 Skykomish to provide landmark designation and protection
4 services.

5 STATEMENT OF FACTS:

- 6 1. Historic properties are increasingly threatened in cities throughout the
7 county.
- 8 2. P-208 of the county's Comprehensive Plan states, "King County shall
9 administer a regional historic preservation program to identify, evaluate,
10 protect and enhance historic properties."
- 11 3. P-215 of the county's Comprehensive Plan states, "King County shall
12 work with the cities to protect and enhance historic resources located
13 within city boundaries and annexation areas. The county shall advocate
14 for and actively market its historic preservation services to agencies and
15 cities that could benefit from such services."
- 16 4. The town of Skykomish recognizes that the economic, aesthetic and
17 cultural well-being of the town cannot be maintained or enhanced by
18 allowing the unnecessary destruction or demolition of historic properties.

19 5. The town of Skykomish desires to protect and preserve such properties
20 and wishes to retain the expertise of the county.

21 6. The county is able and willing to provide landmark designation and
22 protection services to the town, consistent with K.C.C. chapter 20.62, the
23 Comprehensive Plan policies noted in subsections 2 and 3 of this
24 Statement of Facts and Motion 6174.

25 7. Participation in this agreement is to the benefit of the citizens of the
26 town of Skykomish and all of King County.

27 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

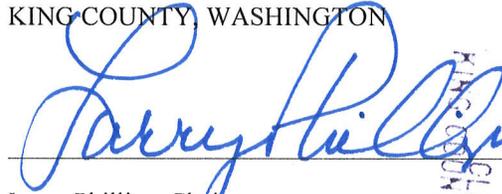
28 SECTION 1. The county executive is authorized to execute an interlocal

29 agreement, substantially in the form of Attachment A to this ordinance, with the town of
30 Skykomish, for the purpose of providing landmark designation and protection services.
31

Ordinance 18093 was introduced on 7/13/2015 and passed by the Metropolitan King County Council on 8/31/2015, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Lambert, Mr. McDermott, Mr. Dembowski and Mr. Upthegrove
No: 0
Excused: 1 - Mr. Dunn

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Phillips, Chair

RECEIVED
2015 SEP 10 PM 3:52
KING COUNTY CLERK
KING COUNTY COUNCIL

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 10 day of SEPTEMBER, 2015.



Dow Constantine, County Executive

Attachments: A. Interlocal Agreement for Landmark Services

INTERLOCAL AGREEMENT FOR LANDMARK SERVICES

**AN AGREEMENT BETWEEN KING COUNTY AND THE TOWN OF SKYKOMISH
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 Town of Skykomish, a municipal corporation of the State of Washington, hereinafter referred to as the "Town".

WHEREAS, local government authority and jurisdiction with respect to the designation and protection of landmarks, within the Town limits resides with the Town; and

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

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

WHEREAS, the Town has elected to contract with the County to provide such services; 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 Town hereby agree:

1. Services. At the request of the Town, the County shall provide landmark designation and protection services and related preservation planning services using the criteria and procedures adopted in King County Code (K.C.C.), Chapter 20.62 within the Town limits.
2. Town's Responsibilities
 - A. Adopt an ordinance establishing regulations and procedures for the designation of historic buildings, structures, objects, districts, sites, and archaeological sites as landmarks and for the protection of landmarks. Except as set forth in this agreement, regulations and procedures shall be substantially the same as the regulations and procedures set forth in K.C.C. Chapter 20.62. The ordinance shall provide that the King County Landmarks Commission, with the addition of a special member, acting as the Town of Skykomish Landmarks Commission (Commission) shall have the authority to designate and protect landmarks within the Town limits in accordance with the Town ordinance. The ordinance shall include:

- 1) A provision for the appointment of a special member to the Commission as provided by K.C.C. Chapter 20.62.030.
 - 2) A provision that appeals from decisions of the Commission pertaining to real property within the Town limits shall be taken to the Skykomish Town Council.
 - 3) A provision that the Town 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 Commission in accordance with the ordinance adopted by the Town. Pursuant to K.C.C. Chapter 20.62 such Special Member shall be a voting member of the Commission on all matters relating to or affecting landmarks within the Town, except review of applications to the Special Valuation Tax Program, and the Current Use Taxation Program.
- C. Except as to Section 5, the services provided by the County pursuant to this agreement do not include legal services.

3. County Responsibilities

- A. Process all landmark nomination applications and conduct planning, training, and public information tasks necessary to support landmarking activities in the Town. Such tasks shall be defined by mutual agreement of both parties on an annual basis.
- B. Process all Certificate of Appropriateness applications to alter, demolish, or move any significant feature of a landmark property within the Town limits as requested by the Town.
- C. 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 Town limits.
- D. Review and comment on applications for permits which affect historic buildings, structures, objects, sites, districts, and archaeological sites. Comments shall be forwarded to the Town official responsible for the issuance of building and related permits.
- E. King County shall perform no work under this agreement without receiving the express, written permission of the Town of Skykomish.

4. Compensation

- A. Costs. The Town 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 Town may be reduced by special appropriations, grants, or other supplemental funds, by mutual agreement of both parties. The Town shall not be responsible for paying for any work that was performed which was not preauthorized as required in Section 3 F above. The rate of reimbursement to the County for labor costs shall be revised annually, by mutual written agreement of both parties.
- B. Billing. The County shall bill the Town 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 Town 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 Town, the County shall defend the same at its sole cost and expense; provided, that the Town 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 Town and its officers, agents, employees, or any of them, or jointly against the Town 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 Town from any liability or responsibility which arises in whole or in part from the existence or effect of Town ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, actions or administrative proceeding is commenced in the enforceability and/or validity of any Town ordinance, rule or regulation is at issue, the Town shall defend the same at its sole expense and if judgment is entered or damages are awarded against the Town, the County, or both, the Town shall satisfy the same, including all chargeable costs and attorneys' fees.
- C. The Town 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 Town, 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 Town 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 Town shall satisfy the same.

D. The Town 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 Town, 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. Interlocal Cooperation Act

A. Purpose. The purpose of this agreement is for the Town of Skykomish and King County to partner to provide historic preservation services within the corporate boundaries of the Town.

B. Administration. This agreement shall be administered for the County by the Director of the Department of Natural Resources and Parks, or the director's designee, and for the Town by the Town Clerk, or the Clerk's designee.

C. Budget and Financing. No special budget or funds are anticipated, nor will the parties jointly acquire, hold or dispose of real or personal property.

D. Duration. This agreement is effective beginning upon execution, and shall continue until terminated pursuant to the terms of this agreement.

E. This Agreement will be recorded by the County or otherwise be made public by it in conformance with the Interlocal Cooperation Act.

7. Termination. Either party may terminate this agreement by forty-five (45) days written notice from one party to the other.

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

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 2015.

TOWN OF SKYKOMISH

KING COUNTY

By: _____
Alan "Tony" Grider
Mayor, Town of Skykomish

By: _____
Dow Constantine
King County Executive

Approved as to form:

By: _____
King County Prosecutor