



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 18, 2005

Ordinance 15300

Proposed No. 2005-0337.1

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.

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PREAMBLE:

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The town of Skykomish desires to protect and preserve historic buildings,
9 structures, districts, sites and objects within its city limits.

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The county is interested in providing landmark designation and protection
11 services to the city, consistent with K.C.C. chapter 20.62, Comprehensive
12 Plan policies CR-101, CR-401 and CR-403, countywide planning policies
13 CC-1 and CC-2 and Motion 6174 (1984).

14

The town of Skykomish has requested that the county provide such
15 services.

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The county is able and willing to provide the requested municipal services.

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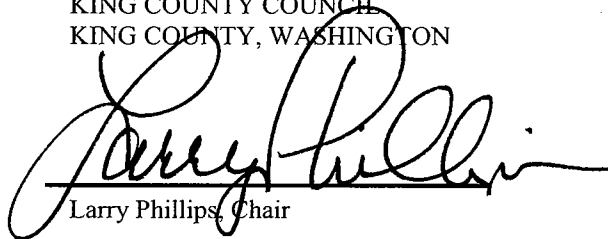
BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

18 SECTION 1. The county executive is authorized to execute an interlocal
19 agreement, substantially in the form attached to this ordinance, with the town of
20 Skykomish, for the county to provide landmark designation and protection services.
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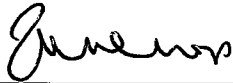
Ordinance 15300 was introduced on 10/10/2005 and passed by the Metropolitan King
County Council on 10/17/2005, by the following vote:

Yes: 12 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.
Pelz, Mr. Dunn, Mr. Ferguson, Mr. Hammond, Ms. Hague, Mr. Irons, Ms.
Patterson and Mr. Constantine
No: 0
Excused: 1 - Mr. Gossett

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 21 day of OCTOBER, 2005.


Ron Sims, County Executive

RECEIVED
2005 OCT 21 PM 1:49
KING COUNTY COUNCIL
CLERK

Attachments A. Interlocal Agreement for Landmark Services - An Agreement Between King
County and the Town of Skykomish Relating to Landmark Designation and Protection
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, the Town is incorporated; and

WHEREAS, local governmental 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 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 using the criteria and procedures adopted in King County Ordinance 10474, 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, objects, and archaeological sites 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. 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) Provision for the appointment of a special member to the King County Landmarks Commission as provided by K.C.C. Chapter 20.62.030.
- 2) A provision that appeals of decisions of the Commission pertaining to real property within the Town limits shall be taken to the Town council.
- 3) A provision for penalties for violation of the certificate of appropriateness procedures (K.C.C. Chapter 20.62.080).
- 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 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 design review, 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. 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.
- C. Review and approve all applications to the King County Landmark Loan Program.
- D. Review and comment on applications for permits that affect historic buildings, structures, objects, sites, districts, and archaeological sites. Forward comments to the town official responsible for the issuance of building and related permits

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 rate of reimbursement to the County for labor costs shall be revised annually.
- 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 receipt by the Town of the County's invoice.

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, polices 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. Duration. This agreement is effective beginning upon execution, and shall remain in effect until terminated by either party.
7. Termination. Either party may terminate this agreement by forty-five (45) days written notice from one party to the other.
8. 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 Town by the **Town Clerk or the Clerk's designee**.
9. 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 _____ day of _____, 2005.

TOWN OF SKYKOMISH

By: _____

Title: _____

KING COUNTY

By: _____
King County Executive

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 2005. The hourly figure incorporates wages, benefits, and overhead as set in the indirect cost rate plan for the Office of Cultural Resources. The figure is adjusted to account for vacation, sick leave, and holidays and thus reflects actual working hours.

| | |
|--------------------------------|------------------|
| Historic Preservation Officer: | \$65.65 per hour |
| Preservation Planner II: | \$59.52 per hour |
| Landmarks Coordinator: | \$55.06 per hour |
| Preservation Planner I: | \$50.72 per hour |

Addendum B: Town of Skykomish Expenditure Maximum

During the calendar year 2005, total reimbursable costs billable to the town for historic preservation services provided by the County under this interlocal agreement shall not exceed \$2000.00.