

[7/25/13]

[MR]

Sponsor: Reagan Dunn

Proposed No.: 2013-0226

- 1 **AMENDMENT TO PROPOSED ORDINANCE 2013-0226, VERSION 1**
- 2 Delete Attachment A, Interlocal Agreement for Landmark Services, and insert
- 3 Attachment A, Interlocal Agreement for Landmark Services Revised July 25, 2013
- 4 **EFFECT: Replaces the existing interlocal agreement with a revised interlocal**
- 5 **agreement that replaces references to the Interlocal Cooperation Act with**
- 6 **references to that act that follow the standard format.**

**INTERLOCAL AGREEMENT FOR LANDMARK SERVICES
REVISED July 25, 2013**

**AN AGREEMENT BETWEEN KING COUNTY AND THE CITY OF BURIEN
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 Burien, 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 County is able to provide landmark designation and protection services for the City; and

WHEREAS, the City 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 City hereby agree:

1. Services. At the request of the City, 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 City limits.
2. City'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 City of Burien Landmarks Commission (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) 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 City limits shall be taken to the City of Burien Hearing Examiner.
 - 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 Commission in accordance with the ordinance adopted by the City. 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 City, 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 city. 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 City limits.
- 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 city limits.
- D. Review and approve all applications to the King County Landmark Loan Program.

- E. 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 to the County for labor costs shall be revised annually, by mutual agreement of both parties. Maximum total cost to the City shall be revised annually.
- B. Billing. The County shall bill the City 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 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, neither party assumes liability or responsibility for or in any way releases the other party from any liability or responsibility which arises in whole or in part from the existence or effect of the other party's ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, actions or administrative proceeding is commenced regarding the enforceability and/or validity of any ordinance, rule or regulation of either party, said party shall defend the same at its sole expense and if judgment is entered or damages are awarded against said party, said party 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. Interlocal Cooperation Act

A. Purpose. The purpose of this agreement is for the City of Burien and King County to partner to provide historical preservation services within the corporate boundaries of the City.

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 City by the City Manager or the manager'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 _____, 2013.

CITY OF BURIEN

By: _____
Mike Martin

Title: _____
City Manager

KING COUNTY

By: _____
King County Executive

Approved as to form:

By: _____
King County Prosecutor

