

INTERLOCAL AGREEMENT FOR LANDMARK SERVICES

AN AGREEMENT BETWEEN KING COUNTY AND THE TOWN OF BEAUX ARTS VILLAGE 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 Beaux Arts Village, 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 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 using the criteria and procedures adopted in King County Ordinance 10474, King County Code (K.C.C.), Chapter 20.62 within the Town limits, to the extent that chapter is adopted by and as amended by the Beaux Arts Village Municipal Code.
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 Beaux Arts Village 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 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 filed with the Town Clerk for decisions by the Beaux Arts Village Hearing Examiner.
- 3) A provision for penalties for violation of the certificate of appropriateness procedures (K.C.C. Chapter 20.62.080).

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, as set forth in K.C.C. 20.62.140, and the Current Use Taxation Program as set forth in chapter 84.34 RCW and chapter 458-30 WAC.

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.
- 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. At the Town's request, review and comment on applications for permits which affect historic buildings, structures, objects, sites, districts, and archaeological sites identified in the Town's Historic Resource Inventory. Comments shall be forwarded to the Town official responsible for the issuance of building and related permits for their consideration.
- E. Except as to Section 5, the services provided by the County pursuant to this agreement do not include legal services.

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. In addition, the Town shall pay the County a nominal annual fee commensurate with the Town's population for maintaining the Town's historic resources inventory and responding to general requests for information related to the Town from residents, property owners, design professionals, and others. The maintenance fee schedule shall be provided annually.
- B. Billing. The County shall bill the Town annually for the maintenance fee and quarterly for any direct services provided under this contract. 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 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 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 Beaux Arts Village 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 Mayor or their 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 thirty (30) 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 10 day of October, 2023.

TOWN OF BEAUX ARTS VILLAGE

KING COUNTY

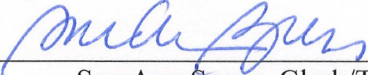
By: Aletha Howes
Aletha Howes
Mayor

By: Dow Constantine
Dow Constantine
King County Executive

Approved as to form:


By: _____
King County Prosecutor

ATTESTED:



Sue Ann Spens, Clerk/Treasurer

APPROVED AS TO FORM:



David Linehan, Town Attorney