



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 24, 2007

Ordinance 15908

Proposed No. 2007-0436.1

Sponsors Phillips

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

5 **STATEMENT OF FACTS:**

6 1. The city of Kent desires to protect and preserve historic buildings,
7 structures, districts, sites and objects within its city limits.

8 2. The county has the ability to provide landmark designation and
9 protection services to the city, consistent with K.C.C. chapter 20.62,
10 Comprehensive Plan policies CR-101, CR-401 and CR-403, countywide
11 planning policies CC-1 and CC-2 and Motion 6174.

12 3. Participation in this agreement is to the benefit of the citizens of the
13 city of Kent and all of King County.

14 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY**

15 **SECTION 1.** The county executive is hereby authorized to execute an interlocal

16 agreement, substantially in the form attached to this ordinance, with the city of Kent, for
17 the county to provide landmark designation and protection services.

18

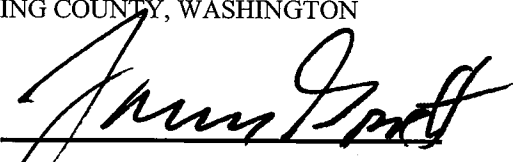
Ordinance 15908 was introduced on 8/27/2007 and passed by the Metropolitan King
County Council on 9/24/2007, by the following vote:

Yes: 9 - Mr. Gossett, Ms. Patterson, Ms. Lambert, Mr. von Reichbauer, Mr.
Dunn, Mr. Ferguson, Mr. Phillips, Ms. Hague and Mr. Constantine

No: 0

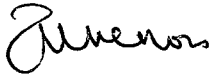
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Gossett, Chair

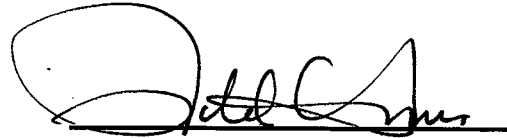
ATTEST:



Anne Noris, Clerk of the Council

Anne Noris, Clerk of the Council

APPROVED this 5 day of October 2007.



Ron Sims, County Executive

Ron Sims, County Executive

Attachments A. Interlocal Agreement for Landmark Services

RECEIVED
2007 OCT -5 PM 4:21
KING COUNTY CLERK
ANNE NORIS

INTERLOCAL AGREEMENT FOR LANDMARK SERVICES

**AN AGREEMENT BETWEEN KING COUNTY AND THE CITY OF KENT 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 Kent, 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 landmark designation and protection; and

WHEREAS, pursuant to Chapter 39.34 RCW., 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 within the City limits using the criteria and procedures adopted in King County Ordinance 10474, King County Code (K.C.C.), Chapter 20.62.

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 Kent 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) Provision for the appointment of a special member to the King County Landmarks Commission as provided by K.C.C. 20.62.030.

2) A provision that appeals of decisions of the Commission pertaining to real property within the City limits shall be taken to the 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 King County Landmarks 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. Review and decide 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, (Chapter 84.26 RCW 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. Forward comments 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 agreement, 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.

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 receipt by the City of the County's invoice.

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, 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, polices 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 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. 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 City by the Planning Manager or the manager's designee.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the last day signed below.

CITY OF KENT

By: _____
Print Name: _____
Its: _____
Date

APPROVED AS TO FORM:

Kent Law Department

KING COUNTY

By: _____
King County Executive

APPROVED AS TO FORM:

By: _____
King County Prosecutor

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Interlocal Contract for Historic Preservation Services

Addendum A: King County Labor Costs

The following hourly rates for County-provided historic preservation services apply for 2007. 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:	\$76.25 per hour
Preservation Planner:	\$70.77 per hour
Landmarks Coordinator:	\$59.77 per hour

Addendum B: City of Kent Expenditure Maximum

During the calendar year 2007, total reimbursable costs billable to the City for historic preservation services provided by the County under this interlocal agreement shall not exceed \$5,000.00.