

August 17, 1998  
landmark

Introduced By:

LARRY PHILLIPS  
ROB MCKENNA  
BRIAN DERDOWSKI

Proposed No.:

98 - 509

MOTION NO. **10548**

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A MOTION authorizing the King County Executive to enter into an interlocal agreement with the City of Newcastle relating to the County's provisions of landmark designation and protection services.

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WHEREAS, the city of Newcastle (the "City") incorporated on November 2, 1993,

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and

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WHEREAS, the City desires to secure landmark designation and protection

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services from the county for its residents, and

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WHEREAS, the county is willing and able to provide the requested municipal

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service;

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NOW, THEREFORE BE IT MOVED by the Council of King County:

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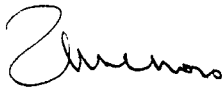
The county executive is hereby authorized to execute an interlocal agreement, substantially in the form attached, with the city of Newcastle for the county to provide landmark preservation services.

PASSED by a vote of 10 to 0 this 14<sup>th</sup> day of September, 1998

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:



Clerk of the Council

Attachment: Interlocal Agreement

**10548****EXHIBIT E****Interlocal Agreement for Landmark Services****AN AGREEMENT BETWEEN KING COUNTY AND THE CITY OF NEWCASTLE  
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 Newcastle 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 City does not have the organization and personnel to do so; and

WHEREAS, the County is able to provide landmark designation and protection services for the City; 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 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.** The County shall provide landmark designation and protection services using the criteria and procedures set forth in King County Ordinance 10474, K.C.C. 20.62, as adopted by the City, within the City limits.
2. **City's Responsibilities.** In support of the County in the designation and protection of landmarks the City shall:

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. The regulations and procedures adopted by the City shall be substantially the same as the regulations and procedures set forth in King County Ordinance 10474, KCC 20.62. The ordinance shall provide that the King County Landmarks and Heritage 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 and Heritage Commission as contemplated by K.C.C. 20.62.030.

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2. A provision that appeals from decisions of the King County Landmarks and Heritage Commission pertaining to structures or real property within the city limits shall be taken to the city council.

3. Provisions for penalties for violation of the certificate of appropriateness procedures.

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 and Heritage Commission in accordance with the ordinance adopted by the City. Pursuant to the K.C.C. 20.62 such Special Member shall be a voting member of the King County Landmarks and Heritage Commission on all matters relating to or affecting landmarks within the City.

C. The City Council shall approve the budget and detailed work plan each year prior to the commencement of services for that year.

D. Except as to Section 5, the services provided by the County pursuant to this agreement do not include legal services.

### 3. County Responsibilities.

A. The King County Landmarks and Heritage Commission shall process all nominations for designation as a landmark or community landmark relating to properties or structures within the City.

B. The County shall conduct design review, planning, training, and public information activities necessary to support landmarking activities. Design review, planning, training, and public information tasks shall be defined by mutual agreement of both parties. If the City does not appoint its own Design Review Board to review proposals to make changes to landmarks and to issue Certificates of Appropriateness for such changes in accordance with the procedures and criteria set forth in the local landmark ordinance adopted under 2. A., above, the King County Landmarks and Heritage Commission shall serve as the local Design Review Board.

C. A copy of the Commission's designation report or decision rejecting a nomination shall be delivered to the City in addition to the parties specified in K.C.C. 20.62 within five (5) working days after it is issued.

D. A copy of the designation report shall be filed with the County Recorder by the HPO together with a legal description of the designated property and the notification that the provisions of the City ordinance apply.

E. The King County Landmarks and Heritage Commission shall process applications for Certificates of Appropriateness to demolish, move, or make alterations in any significant feature of a landmark within the City limits as provided for by compensation by the City.

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F. The King County Landmarks and Heritage Commission shall 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.

G. The HPO shall 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 for labor costs to the County may be revised annually by mutual agreement of the parties. Each year that the City desires services under this agreement it will notify the County of the extent of services desired and, if desired, modify the annual maximum cost to the City. Addendum A contains 1998 labor costs. Maximum total cost to the City may be revised annually by mutual agreement of the parties. Addendum B contains the 1998 maximum cost to the City for reimbursable services.

B. Billing. The cost of services shall be billed 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 judgement be rendered against the City and the County 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, policies or procedures. If any cause, claim, suit, actions or administrative proceeding is commenced in the enforceability and/or validity of any City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgement 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 be 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

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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. The agreement is effective beginning upon execution, and shall continue automatically from year to year unless it is terminated by forty-five days written notice from either party to the other.

7. Administration. This agreement shall be administered for the County by the Manager of the Cultural Resources Division, or the manager's designee, and for the City by the City Manager or the manager's designee.

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

IN WITNESS WHEREOF, the parties have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

CITY OF NEWCASTLE

By: \_\_\_\_\_

Title: \_\_\_\_\_

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 1998. The hourly figure incorporates wages, benefits, and overhead as set in the Indirect Cost Rate Plan for the Cultural Resources Division of the Parks, Planning and Resources Department. The figure is adjusted to account for vacation, sick leave and holidays and thus reflects actual working hours.

Historic Preservation Officer:	\$60.54 per hour
Preservation Planner:	\$52.82 per hour
Design Review Coordinator:	\$44.42 per hour
Executive Secretary:	\$35.73 per hour

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**Addendum B: City of Newcastle Expenditure Maximum**

During the calendar year 1998, total reimbursable costs billable to the City for historic preservation services provided by the County under this interlocal agreement shall not exceed \$

500