

**10756**

08/24/1999

Kirkland IL Mot

Introduced By:

Jane Hague  
Larry Phillips

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Clerk 08/25/99

Proposed No.:

**1999-0471**

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1 MOTION NO. **10756**

2 A MOTION authorizing the county executive to enter into an  
3 interlocal agreement with the city of Kirkland to provide  
4 landmark designation and protection services.

5 WHEREAS, the city of Kirkland desires to protect and preserve historic buildings,  
6 structures, districts, sites and objects within its city limits, and

7 WHEREAS, the county is interested in providing landmark designation and  
8 protection services to the city, consistent with K.C.C. chapter 20.62, Comprehensive Plan  
9 Policies CR-101, CR-401 and CR-403, Countywide Planning Policies CC-1 and CC-2 and  
10 Motion 6174 (1984); and

11 WHEREAS, the county is able and willing to provide the requested municipal  
12 services;

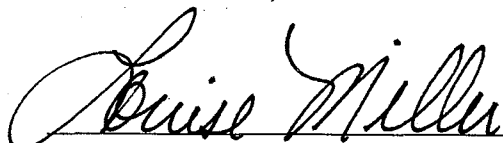
13 NOW, THEREFORE, BE IT MOVED by the Council of King County:

10756

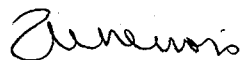
1 The county executive is authorized to execute an interlocal agreement, substantially  
2 in the form attached, with the city of Kirkland for the county to provide landmark  
3 designation and protection services.

4 PASSED by a vote of 13 to 0 this 13th day of September, 1999.

5 KING COUNTY COUNCIL  
6 KING COUNTY, WASHINGTON

7   
8 Chair

9 ATTEST:

10 

11 Clerk of the Council

12 Attachments: Interlocal Agreement for Landmark Services

## Interlocal Agreement for Landmark Services

**AN AGREEMENT BETWEEN KING COUNTY AND THE CITY OF KIRKLAND  
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 Kirkland, 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 has surveyed and inventoried its historic resources and has developed lists of significant properties for consideration in its planning and project review activities; 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 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. The County shall provide landmark designation and protection services using the criteria and procedures adopted in King County Ordinance 10474, K.C.C. 20.62 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, 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 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:

- E. 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.
- 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 that 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 costs shall be revised annually. Addendum A contains 1999 labor costs. Maximum total cost to the City shall be revised annually. Addendum B contains the 1999 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 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, 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.

**Interlocal Contract for Historic Preservation Services**

**Addendum A: King County Labor Costs**

The following hourly rates for County-provided historic preservation services apply for 1999. 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:	\$63.18 per hour
Preservation Planner:	\$55.33 per hour
Landmarks Coordinator:	\$45.44 per hour
Executive Secretary:	\$37.68 per hour

Rev 1/6/98