



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 20, 2000

Motion 11024

Proposed No. 2000-0472.1

Sponsors Irons

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

4

5

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

8

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

12

13

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

14

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

15

The county executive is authorized to execute an interlocal agreement,

Motion 11024

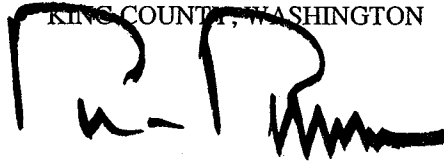
16 substantially in the form attached to this motion, with the city of Issaquah for the county
17 to provide landmark designation and protection services.

18

Motion 11024 was introduced on 8/14/00 and passed by the Metropolitan King County Council on 9/18/00, by the following vote:

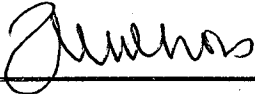
Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Vance and Mr. Irons
No: 0
Excused: 1 - Mr. Pelz

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer

ATTEST:



Anne Noris

Attachments A. Interlocal Agreement for Landmark Services

Interlocal Agreement for Landmark Services

**AN AGREEMENT BETWEEN KING COUNTY AND THE CITY OF ISSAQUAH
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 Issaquah 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 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, 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 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.

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

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 costs shall be revised annually. **Addendum A** contains 2000 labor costs. Maximum total cost to the City shall be revised annually. **Addendum B** contains the year 2000 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 or 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 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.

Interlocal Contract for Historic Preservation Services**11024****Addendum A: King County Labor Costs**

The following hourly rates for County-provided historic preservation services apply for 2000. 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: | \$63.56 per hour |
| Preservation Planner: | \$57.24 per hour |
| Design Review Coordinator: | \$49.42 per hour |
| Executive Secretary: | \$38.88 per hour |