

ORIGINAL

Interlocal Agreement for Landmark Services

**AN AGREEMENT BETWEEN KING COUNTY AND THE CITY OF AUBURN
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 Auburn, 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, and archaeological sites as landmarks and for the protection of landmarks. Regulations and procedures shall be

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substantially the same as the regulations and procedures set forth in King County Ordinance 10474, K.C.C. 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 or the local Design Review Board pertaining to real property within the city limits shall be taken to the city's hearing examiner in accordance with procedures specified in Section 18.66.160 of the Auburn Zoning Ordinance.

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.

5. Provision for the establishment of a City Design Review Board. The City also has the option to have the King County Landmarks and Heritage Commission serve as the local Design Review Board in a temporary capacity, or for the length of the agreement. The Design Review Board would be responsible for reviewing proposals to make alterations to designated landmarks. The Board would issue Certificates of Appropriateness for such changes in accordance with the procedures and criteria set forth in the local landmark ordinance adopted under this section.

B. Appoint a Special Member to the King County Landmarks and Heritage Commission in accordance with the ordinance adopted by the City. Pursuant to 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. Except as to Section 5.2, the services provided by the County pursuant to this agreement do not include legal services.

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D. Appeals from any decision made under this interlocal agreement may be made in accordance with Chapter of 18.66 of the City of Auburn Zoning Ordinance. This procedure allows for review and recommendation by the City Hearing Examiner, with final authority resting with the City Council.

3. County Responsibilities

A. Process all nominations for designation as a landmark or community landmark made on properties within the City.

B. 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. 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 WAS 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

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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 1995 labor costs. Maximum total cost to the City shall be revised annually. Addendum B contains the 1995 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 and 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 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 shall 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

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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 continue automatically from year to year until 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 Planning Director or the Planning Director's designee.

8. Amendments

This agreement may be amended at any time by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement this 20th day of March, 1995.

CITY OF AUBURN

By: Charles A. Booth
Mayor, City of Auburn

Approved as to Form:

By: [Signature]
City Attorney

Attested By: Robin Worpheuter
City Clerk

KING COUNTY

By: [Signature]
King County Executive

Approved as to form:

By: [Signature]
King County Prosecutor

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