

**INTERLOCAL AGREEMENT FOR LANDMARK SERVICES**

**AN AGREEMENT BETWEEN KING COUNTY AND THE CITY OF DES MOINES  
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 DES MOINES, 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 City's historic buildings, structures, districts, sites, objects, and archaeological sites within and owned by 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 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. At the request of the City, the County shall provide landmark designation and protection services for City owned property using the criteria and procedures adopted in King County Ordinance 10474, King County Code (K.C.C.) Chapter 20.62 within the City limits.
2. City's Responsibilities
  - A. Adopt an ordinance establishing regulations and procedures for the designation of City owned 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 except that the regulations, procedures and designations shall apply only to City

owned property. The ordinance shall provide that the King County Landmarks Commission, with the addition of a special member, acting as the City of DES MOINES Landmarks Commission (Commission) shall have the authority to designate and protect landmarks within the City limits.. The ordinance shall include:

- 1) A provision for the appointment of a special member to the Commission as provided by K.C.C. Chapter 20.62.030.
- 2) A provision that appeals from decisions of the Commission pertaining to real property within the City limits shall be taken to the city council.
- 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 to historic buildings, structures, objects, sites, districts or archaeological sites.

B. Appoint a Special Member to the 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.

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. Review and decide 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. 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 to the County for labor costs may be revised annually. Addendum A contains 2004 labor costs.

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, 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 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 City Manager or the manager's designee.

9. 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 17<sup>th</sup> day of March, 2004. 2005

**CITY OF DES MOINES**

By: [Signature]  
City Manager

Approved as to form:  
[Signature]  
City Attorney

**KING COUNTY**

By: [Signature]  
King County Executive

Approved as to form:  
[Signature]  
King County Prosecutor  
Ian Taylor WSDA: 24030