



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

November 15, 2017

Ordinance 18606

Proposed No. 2017-0336.2

Sponsors von Reichbauer

1 AN ORDINANCE authorizing the county executive to
2 enter into an interlocal agreement with the city of Federal
3 Way to provide landmark designation and protection
4 services.

5 STATEMENT OF FACTS:

- 6 1. Historic properties are increasingly threatened in cities throughout the
7 county.
- 8 2. P-216 of the county's Comprehensive Plan (2016) states, "King County
9 shall administer a historic preservation program to identify, protect and
10 enhance historic properties throughout the region."
- 11 3. P-215 of the county's Comprehensive Plan (2008) states, "King County
12 shall work with cities to protect and enhance historic resources located
13 within city boundaries and annexation areas. The county shall advocate
14 for and actively market its historic preservation services to agencies and
15 cities that could benefit from such services."
- 16 4. The city of Federal Way recognizes that the economic, aesthetic, and
17 cultural well-being of the city cannot be maintained and enhanced by
18 allowing the unnecessary destruction or demolition of historic properties.
- 19 5. The city of Federal Way desires to protect and preserve such properties

20 and wishes to retain the expertise of the county.

21 6. The county is able and willing to provide landmark designation and
22 protection services to the city, consistent with K.C.C. chapter 20.62, the
23 Comprehensive Plan policies noted in subsection 2 and 3 of this Statement
24 of Facts, and Motion 6174 passed in 1984.

25 7. Participation in this agreement will benefit the citizens of the city of
26 Federal Way and all of King County.

27 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

28 SECTION 1. The county executive is authorized to execute an interlocal

29 agreement, substantially in the form of Attachment A to this ordinance, with the city of
30 Federal Way, for the purpose of providing landmark designation and protection services.
31

Ordinance 18606 was introduced on 8/21/2017 and passed by the Metropolitan King County Council on 11/13/2017, by the following vote:

Yes: 7 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,
Mr. McDermott, Mr. Dembowski and Mr. Upthegrove
No: 0
Excused: 2 - Ms. Kohl-Welles and Ms. Balducci

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair



CLERK
KING COUNTY COUNCIL

2017 NOV 21 PM 4:06

RECEIVED

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this 21 day of NOVEMBER, 2017.

Dow Constantine, County Executive

Attachments: A. Interlocal Agreement for Landmark Services, dated September 15, 2017

INTERLOCAL AGREEMENT FOR LANDMARK SERVICES

AN AGREEMENT BETWEEN KING COUNTY AND THE CITY OF FEDERAL WAY 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 Federal Way, a municipal corporation of the State of Washington, hereinafter referred to as the "City," and hereinafter referred to jointly as the "Parties."

WHEREAS, the City is an optional municipal code city incorporated pursuant to Title 35A RCW; 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 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 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. At the request of the City, the County shall provide landmark designation and protection services using the criteria and procedures adopted in King County Ordinance 10474 King County Code (KCC), Chapter 20.62 and Chapter 19.285, Federal Way Revised Code (FWRC) within the City limits.
2. City's Responsibilities.
 - A. The City adopts 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 are substantially the same as the regulations and procedures set forth in Chapter 20.62 KCC. The ordinance provides that the King County Landmarks Commission, with the addition of a special member, acting as the City of Federal Way Landmarks Commission (Commission) shall have the authority to designate and protect landmarks within the City limits in accordance with the City ordinance. The ordinance includes:

- 1) Provision for the appointment of a special member to the Commission as provided by Chapter 20.62.030 KCC.
 - 2) A provision that appeals from decisions of the Commission pertaining to real property within the City limits shall be taken to the City's Hearing Examiner.
 - 3) A provision for penalties for violation of the certificate of appropriateness procedures (Chapter 20.62.080 KCC).
 - 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, districts or archaeological sites.
- B. Appoint a Special Member to the Commission in accordance with the ordinance adopted by the City. Pursuant to Chapter 20.62 KCC such Special Member shall be a voting member of the Commission on all matters relating to or affecting landmarks within the City, except review of applications to the Special Valuation Tax Program, and the Current Use Taxation Program.
- C. Collect applications and application fees for landmark nominations and Certificates of Appropriateness, and forward applications to the County for processing.
- D. Distribute public hearing notices for Landmarks Commission meetings.
- E. Except as to Section 5, the services provided by the County pursuant to this agreement do not include legal services.
3. County Responsibilities.
- A. Process 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. Process all Certificate of Appropriateness applications to alter, demolish, or move any significant feature of a landmark property within the City limits.

- C. Act as the "Local Review Board" for the purposes related to Chapter 221, 1986 Laws of Washington, (Chapter 84.26 RCW and Chapter 254.20 WAC) for the special valuation of historic properties within the City limits.
- D. 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 shall be revised annually.
- 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 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 regarding the enforceability and/or validity of any ordinance, rule or regulation of either party, said party shall defend the same at its sole expense and if judgment is entered or damages are awarded against said party, said party 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. Interlocal Cooperation Act.

- A. Purpose. The purpose of this agreement is for the City of Federal Way and King County to partner to provide historic preservation services within the corporate boundaries of the City.
 - B. Administration. This agreement shall be administered for the County by the Director of the Department of Natural Resources and Parks, or the director's designee, and for the City by the Mayor or the Mayor's designee.
 - C. Budget and Financing. No special budget or funds are anticipated, nor will the parties jointly acquire, hold or dispose of real or personal property.
 - D. Duration. This agreement is effective beginning upon execution, and shall continue until terminated pursuant to the terms of this agreement.
 - E. Recording. This Agreement will be recorded by the County or otherwise be made public by it in conformance with the Interlocal Cooperation Act.
7. Termination. Either party may terminate this agreement by providing forty-five (45) days' written notice to the other party.
8. Amendments. This Agreement may be amended at any time by mutual written agreement of the Parties.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 2017.

CITY OF FEDERAL WAY:

KING COUNTY:

By: _____
Jim Ferrell
Mayor

By: _____
Dow Constantine
King County Executive

Approved as to form:

By: _____
King County Prosecutor