

RESOLUTION R- 4656

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF KIRKLAND RELATING TO DESIGNATION AND PROTECTION OF HISTORIC PROPERTIES

WHEREAS, the City has authority and jurisdiction with respect to the designation and protection of historic properties within the City limits;; and

WHEREAS, the City has surveyed and inventoried its historic resources and has developed lists of historically significant structures and properties for consideration in its planning and project review activities; and

WHEREAS, the City desires to protect and preserve the historic buildings, structures and properties 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 historic property 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 historic property designation and protection; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to RCW Chapter 39.34; the Interlocal Cooperation Act;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:


Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City an Interlocal Agreement substantially similar to the Agreement attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 7th day of August, 2007.

Signed in authentication thereof this 7th day of August, 2007.


MAYOR

Attest:


City Clerk

AN AGREEMENT BETWEEN KING COUNTY AND THE CITY OF KIRKLAND RELATING TO DESIGNATION AND PROTECTION OF HISTORIC PROPERTIES

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 historic properties 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 historic property 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 historic property 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:

A. Services. The County shall provide historic property designation and protection services as follows:

1. Landmarks. 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.

a. City's Responsibilities. In support of the County in the designation and protection of landmarks the City shall:

1) 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 Commission shall have the authority to designate and protect landmarks within the City limits in accordance with the City ordinance. The ordinance shall include:

- a) Provision for the appointment of a special member to the King County Landmarks Commission as contemplated by K.C.C. 20.62.030.b. A provision that appeals from decisions of the King County Landmarks Commission pertaining to real property within the city limits shall be taken to the City Council.
 - b) Provisions for penalties for violation of the certificate of appropriateness procedures.
- 2) Appoint a Special Member to the King County Landmarks 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 Commission on all matters relating to or affecting landmarks within the City.
 - 3) Approve a budget and work plan each year prior to the commencement of any services for the year.
 - 4) Except as to Section B, the services provided by the County pursuant to this agreement do not include legal services.

b. County's Responsibilities:

- 1) Process all nominations for designation as a landmark made on properties within the City.
- 2) 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 a.1. above, the Commission shall serve as the local Design Review Board.
- 3) Submit a copy of the Commission's designation report or decision rejecting a nomination to the City in addition to the parties specified in K.C.C. 20.62 within five (5) working days after it is issued.
- 4) File a copy of the designation report with the County Recorder together with a legal description of the designated property and the notification that the provisions of the City ordinance apply.
- 5) Process applications for Certificates of Appropriateness to demolish, move, or make alterations to any significant feature of a landmark within the City limits.

- 6) The 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.
- 7) 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.

c. Compensation.

- 1) 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.
- 2) 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.

2. Historic Residence Designation and Protection. The County shall provide historic residence designation and protection services using the criteria and procedures adopted in Chapter 75 of the Kirkland Zoning Code within the Market and Norkirk Neighborhoods, as defined by the Kirkland Comprehensive Plan.

a. City's Responsibilities. In support of the County in the designation and protection of historic residences the City shall:

- 1) Forward to the County applications for nomination of historic properties as historic residences for review and recommendation.
- 2) Forward to the County applications to make major repairs, alterations in appearance, and replacement of historic materials and new construction to a designated historic residence for review and recommendation.

b. County's Responsibilities:

- 1) Review all nominations for historic residence designation made on properties within the Market and Norkirk Neighborhoods pursuant to Chapter 75 of the Kirkland Zoning Code. Recommendations shall be forwarded to the city official responsible for issuance of zoning permits.
- 2) Conduct design review, planning, training, and public information activities necessary to support historic residence preservation activities. Design review,

planning, training and public information tasks shall be defined by mutual agreement of both parties.

- 3) Review applications to make major repairs, alterations in appearance, and replacement of historic materials and new construction to a designated historic residence within the Market and Norkirk Neighborhoods pursuant to Chapter 75 of the Kirkland Zoning Code. Recommendations shall be forwarded to the city official responsible for issuance of zoning permits.

- c. Compensation. The City and the County shall enter into a two party agreement on a case by case basis under which the County shall estimate its costs based on its then-applicable reimbursement rates. The City shall collect the estimated costs in advance from the applicant. The County shall bill the City for its services on a periodic basis and the City shall remit payment within 30 days of invoicing by the County. In the event that the County's actual costs exceed the estimated costs, the County shall notify the City and suspend work on the two party agreement until such time as the City has notified the County that it has collected additional contract funds from the applicant.

B. Indemnification.

1. 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.
2. 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.
3. 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.

4. 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.

C. 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.

D. Administrative. This agreement shall be administered for the County by the manager of the Office of Business Relations and Economic Development, or the manager's designee, and for the City by the City Manager or the manager's designee.

E. 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 _____ day of _____ 2007.

CITY OF KIRKLAND

KING COUNTY

By: _____
City Manager

By: _____
King County Executive

Approved as to form:

Approved as to form:

By: _____
City Attorney

By: _____
King County Prosecutor