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March 28, 2019  
KL3-28

Sponsor: Kathy Lambert

[LKZ]

Proposed No.: 2019-0132

1 AMENDMENT TO PROPOSED ORDINANCE 2019-0132, VERSION 1

2 On page 1, line 19, after "for Historic Preservation." insert "These four organizations  
3 comprise the preservation action fund advisory team.

4 3. The agreement for administration and governance of the preservation  
5 action fund further stipulates that preservation action fund projects shall be  
6 selected by consensus of the preservation action fund advisory team."

7 Renumber the remaining statement of facts consecutively and correct any internal  
8 references accordingly.

9 On page 2, line 36, after "into an" strike "agreements" and insert "agreement"

10 On page 2, line 36, after "King County" strike ": (1)"

11 On page 2, line 39, after "ordinance" strike "; and (2) to undertake future projects, which  
12 is Attachment B to this ordinance"

13 On page 3, line 44, after "authorized to execute" strike "agreements" and insert "an  
14 agreement"

15 On page 3, line 45, after "form of" strike "Attachments A and B" and insert "Attachment  
16 A"

17 Strike Attachment A, Preservation Action Fund Agreement and insert Attachment A,

18 Preservation Action Fund Agreement, dated March 28, 2019.

*KL → carries*

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- 19 Strike Attachment B, Future Projects Agreement.
- 20 **EFFECT:** *Restates that the agreement for administration and governance of the*
- 21 *Preservation Action Fund requires projects to be selected by consensus of the*
- 22 *Preservation Action Fund advisory team. Makes technical changes to Attachment A,*
- 23 *the Preservation Action Fund Agreement, and deletes Attachment B, the Future*
- 24 *Projects Agreement.*

PRESERVATION ACTION FUND AGREEMENT

THIS AGREEMENT is entered into between King County, a municipal corporation and political subdivision of the State of Washington, hereinafter referred to as “King County,” and The City of Seattle, a Washington municipal corporation, hereinafter referred to as “Seattle”, each being a unit of general local government of the State of Washington.

RECITALS

WHEREAS, the City of Seattle chartered Historic Seattle Preservation and Development Authority (HSPDA) in 1974 with the current general purposes to preserve and enhance the historic heritage of the City of Seattle and specific purposes of, among other things, restoration of historic structures, enhancement of cultural aspects and activities of all types, development of residential and transient housing for all income levels, development of a balanced pattern of transportation and pedestrian areas, improvement of landscaping and open spaces in public areas, and creation of residential-commercial neighborhoods with high standards of environment and quality of life in a diversified urban situation; and

WHEREAS, HSPDA has a long history of successfully fulfilling its purposes; and

WHEREAS, by King County Ordinances 18181 and 18441, King County authorized the King County Executive to enter into an agreement between King County and 4Culture to provide direct funding resulting from the issuance and sale of King County bonds for, among other things, the acquisition, stabilization, or redevelopment of significant but endangered historic properties located within King County but outside of the City of Seattle (the “Preservation Action Fund projects”); and

WHEREAS, the Agreement between King County and 4Culture anticipates that 4Culture and HSPDA will collaborate in the implementation of the Preservation Action Fund projects, with HSPDA (1) acquiring, (2) executing rehabilitation, and (3) divesting itself of Preservation Action Fund projects and properties, all as consistent with HSPDA's chartered purposes and the Preservation Action Fund project parameters; and

WHEREAS, HSPDA has identified certain Preservation Action Fund projects consistent with HSPDA's chartered purposes in King County (the "PAF Projects"); and

WHEREAS, HSPDA is a public corporation established under SMC Chapter 3.110; and

WHEREAS, Seattle Municipal Code, Section 3.110.170, states in part: "If authorized by its charter to do so, a public corporation may undertake projects and activities or perform acts outside the limits of the City only in those areas of another jurisdiction whose governing body by agreement with the City consents thereto," and the HSPDA Charter so authorizes; and

WHEREAS, Seattle Municipal Code Section 3.110.070.B provides that "No public corporation may incur or create any liability that permits recourse by any contracting party or member of the public to or upon any assets, services or credit of the City."

WHEREAS, both King County and Seattle desire to facilitate HSPDA's undertaking of the PAF Projects; and

WHEREAS, by Ordinance No. 125420 the City Council of Seattle authorized the Director of Intergovernmental Relations to enter into this agreement with King County to enable HSPDA to perform the activities described herein;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES,  
THE PARTIES AGREE AS FOLLOWS:

1. Consents

King County and Seattle each consent to Historic Seattle Preservation and Development Authority (“HSPDA”), a public corporation chartered by Seattle, participating in the PAF Projects located outside the City of Seattle in King County, which may include, without limitation, HSPDA (1) acquiring, (2) executing rehabilitation, and (3) divesting itself of Preservation Action Fund projects and properties. The consent provided in this Agreement is intended to satisfy the conditions of SMC 3.110.170 and the Charter of HSPDA for actions outside the City of Seattle and does not constitute approval of any components of such projects that may be required by any local, state, or federal law or regulation.

2. Powers and Authority

Pursuant to RCW Section 35.21.740, King County and Seattle agree that with respect to all activities of HSPDA related to such projects and all related property interests now or hereafter held by HSPDA, the powers, authorities, and rights of Seattle to establish, to confer power and authority upon, and to exercise authority over, a public corporation or authority, as expressly or impliedly granted pursuant to RCW Sections 35.21.730 through 35.21.755, shall be operable, applicable, and effective in King County, so that HSPDA shall have the same powers, authority, and rights with respect to such activities as HSPDA has within the corporate limits of the City of Seattle, and shall be subject to the same Seattle ordinances and authority of Seattle.

3. Duration

This Agreement and the consents herein shall take effect when both parties have signed this Agreement and shall remain in effect so long as the corporate existence of HSPDA continues, unless and until modified or terminated by written agreement of King County and Seattle.

4. Miscellaneous

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. Nothing in this Agreement shall impose any obligation, liability or responsibility on King County for any liability, action or omission of HSPDA. The parties agree that any action by HSPDA, or subsequent agreement between HSPDA and King County, allowed by this agreement will not result in any obligation, liability or responsibility for the City of Seattle.

CITY:

The City of Seattle

COUNTY:

King County

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_