

4/30/14



[LZ]

Sponsor: Dembowski

Proposed No.: 2014-0160

1 **AMENDMENT TO PROPOSED ORDINANCE 2014-0160, VERSION 1**

2 Delete Attachment A, Amendment to Interlocal Agreement for Landmark Services -
3 Revised July 25, 2013, and insert Attachment Amendment to Interlocal Agreement for
4 Landmark Services, dated April 30, 2014.

5 **EFFECT: Makes changes at the recommendation of legal counsel.**

**AMENDMENT TO INTERLOCAL AGREEMENT FOR LANDMARK SERVICES
APRIL 30, 2014**

**AN AGREEMENT BETWEEN KING COUNTY AND THE CITY OF TUKWILA
RELATING TO LANDMARK DESIGNATION AND PROTECTION SERVICES**

THIS IS AN AMENDMENT to the Interlocal Agreement for Landmark Services (“Agreement”) dated _____ 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 Tukwila, a municipal corporation of the State of Washington, hereinafter referred to as the "City."

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 contracts with the County to provide such services for City owned-property, and the City has determined to expand the scope of landmark services to include non-City-owned property; 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 to amend the Agreement as follows:

Section 2 of the Agreement is hereby amended to read as follows:

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. ~~Except as set forth in this Agreement,~~ Except for the appeal process and permit review provisions listed below, Regulations and procedures shall be substantially the same as the regulations and procedures set forth in K.C.C. Chapter 20.62. The ordinance shall provide that the King County Landmarks Commission, with the addition of a special member, acting as the City of Tukwila Landmarks Commission (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 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 Tukwila City Council.
- 3) A provision that the City 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.

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, except review of applications to the Special Valuation Tax Program, and the Current Use Taxation Program.

C. Except as to Section 5, the services provided by the County pursuant to this agreement do not include legal services.

Except as amended by this Amendment, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment this _____ day of _____, 2014.

CITY OF TUKWILA

KING COUNTY

By: _____
Jack Pace,
Director of Community Development

By: _____
King County Executive

Approved as to form:

By: _____
King County Prosecutor