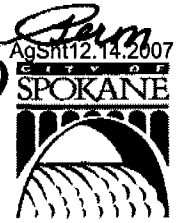


05/16/10

AGENDA SHEET FOR COUNCIL MEETING OF: January 4, 2010

RECEIVED
DEC 22 2009
CITY CLERK'S OFFICE
SPOKANE, WA
Council Response
Joe Shogan



Submitting Dept.
Mayor's Office

Contact Person/Phone No.
Ted Danek

OPR 2009-1064

ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

LEGISLATIVE SESSION

- Emergency Ord
- Resolution
- Final Reading Ord
- First Reading Ord
- Special Consideration
- Hearing

CITY PRIORITY

- Communications
- Economic Development
- Growth Management
- Human Services
- Neighborhoods
- Public Safety
- Quality Service Delivery
- Racial Equity/Cultural Diversity
- Rebuild/Maintain Infrastructure

- CLERK'S FILE
- RENEWS
- CROSS REF
- ENG
- BID
- REQUISITION

STANDING COMMITTEES
(Date of Notification)

○ Finance _____

○ Neighborhoods _____

○ Planning/Community & Econ Dev _____

○ Public Safety _____

○ Public Works _____

Neighborhood/Commission/Committee Notified: _____

Action Taken: _____

AGENDA WORDING:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING ANNEXION OF THE SPOKANE INTERNATIONAL AIRPORT

BACKGROUND:

(Attach additional sheet if necessary)

The City of Spokane and Spokane County jointly own the Spokane International Airport and Spokane International Airport Business Park ("Airport"). Previously, the parties entered into an Airport Joint Operation Agreement for the purposes of financing, constructing, improving, and operating the Airport ("Joint Operation Agreement"). The Joint Operation Agreement anticipates the City eventually annexing the Airport. The parties, together with the City of Airway Heights, recently entered into an agreement providing for the City's annexation of a portion of the West Plains Urban Growth Area which includes the Airport. The parties are entering into this agreement in response to the Airport's request for a smooth transition from County to City jurisdiction.

RECOMMENDATION: Approve.

Fiscal Impact: ● N/A	Budget Account: ○ N/A
○ Expenditure: \$	#
○ Revenue: \$	#
○ Budget Neutral	

ATTACHMENTS: Include in Packets: MOU & Exhibits

SIGNATURES:

Department Head _____

Legal _____

Division Director _____

For the Mayor _____

Finance _____

Council President _____

DISTRIBUTION: Legal - Richman PW&U - Mercer PW&U - Thacker

COUNCIL ACTION:

January 4, 2010: See Council Action Memorandum dated January 7, 2010.

January 11, 2010: See Council Action Memorandum dated January 14, 2010.

APPROVED BY
SPOKANE CITY COUNCIL:
January 19, 2010
CITY CLERK

10-0122

Return to: City of Spokane
Attn: Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

RECEIVED
MAY 10 2010
CITY CLERK'S OFFICE
SPOKANE, WA

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY
REGARDING ANNEXATION OF THE SPOKANE INTERNATIONAL AIRPORT**

THIS AGREEMENT, made and entered into by and between the **City of Spokane**, a Washington municipal corporation, hereinafter "City", and **Spokane County**, a political subdivision of the State of Washington, hereinafter "County", jointly hereinafter referred to as the "parties."

WITNESSETH:

WHEREAS, the parties jointly own the Spokane International Airport and Spokane International Airport Business Park ("Airport"); and

WHEREAS, on July 30, 1962, the parties entered into an Airport Joint Operation Agreement for the purposes of financing, constructing, improving, and operating the Airport which was amended on August 28, 1990 ("Joint Operation Agreement"); and

WHEREAS, in the Joint Operation Agreement, the parties also created a board to operate the Airport on behalf of the parties (the "Board"); and

WHEREAS, the Joint Operation Agreement addresses the City annexing the Airport and includes a commitment by the County not to oppose the City's annexation of the Airport at such time as the property is contiguous to the City boundaries or is contiguous to other property which is in the process of being annexed to the City of Spokane by a valid petition of private property owners; and

WHEREAS, as joint owners of the Airport, the parties desire to provide for a transition from County to City jurisdiction that does not disrupt Airport finances or operations; and

10-0122

NOW, THEREFORE, in consideration of the facts and recitals set forth hereinabove, which the parties mutually agree constitute good and adequate consideration for the obligations of the parties set forth herein, the parties hereby agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth certain agreements between the parties relating to the City's annexation of the West Plains Annexation Area, which is portrayed in Exhibit "A" hereto ("Annexation Area"). It is acknowledged and agreed that the West Plains Annexation Area includes within its boundaries the majority of the Spokane International Airport and the Spokane International Airport Business Park (the "Airport"). If for any reason whatsoever the Airport expands its operations beyond the presently existing boundaries included within the Annexation Area and said additional properties are annexed to the City, the provisions of this Agreement shall apply to such additional area.

SECTION NO. 2: APPLICABILITY OF THIS AGREEMENT

Except as provided for in Section 1 hereinabove, the parties agree that the provisions of this Agreement shall apply to the City's annexation of that portion of the Airport included within the Annexation Area.

SECTION NO. 3: EFFECTIVE DATE

The effective date of this Agreement shall be the effective date of the City's annexation of territory that includes the Airport (the "Effective Date"). The parties further agree that this Agreement shall not go into effect unless and until the City's annexation of territory that includes the Airport becomes legally effective.

SECTION NO. 4: FINANCIAL/TAX ISSUES

A. The City agrees as follows:

(1) To abstain from imposing now or hereafter a municipal utility tax on revenues derived from the following utility business activities: selling, wheeling, or furnishing electric light or power to customers located within the boundaries of the Airport; selling, brokering, or furnishing natural or manufactured gas for hire to customers located within the boundaries of the Airport; providing solid waste collection service to customers located within the boundaries of the Airport; providing telegraph service to customers located within the boundaries of the Airport; engaging in the telephone business, or providing cable, telecommunications, or similar type service to customers located within the boundaries of the Airport. Provided, said commitment shall not apply to customers operating municipal facilities, but the City's rights and obligations as to such taxation authority may be subject to other agreements or legal limitations.

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(2) To abstain from imposing now or hereafter a brokered natural gas municipal use tax as allowed by RCW 82.14.230 to customers located within the boundaries of the Airport.

(3) To abstain from imposing now or hereafter a business license fee on persons or entities otherwise required to obtain a municipal business license to the extent it arises from operating within the boundaries of the Airport.

(4) To abstain from imposing now or hereafter on the Airport stormwater service charges under Spokane Municipal Code Sections 13.03.1008 and 13.03.1137; Provided, this is conditioned upon the Airport keeping up its own stormwater management system in good and satisfactory condition for its customers and accepting full responsibility therefore, including compliance with all applicable state or federal stormwater management requirements so that the City is not exposed to adverse stormwater management regulatory action.

B. The City's obligations under this Section 4 apply only to areas so long as they remain owned by the Airport Board as Airport property, and only so long as requested or required by the Airport Board. They apply only to new taxes or utility rates as specified which might otherwise apply upon the City's annexation of the Airport. The City's obligations do not take effect until annexation of the Airport as to such property annexed.

SECTION NO. 5: FIRE PROTECTION SERVICES

The Joint Operation Agreement authorizes the Board to employ, or contract a private body or political subdivision of the state to furnish firefighting services and personnel at the Airport in accordance with RCW 14.08.120(2) and FAA rules and regulations. The Airport Operating Certificate issued to the Airport pursuant to 14 C.F.R. Section 139 ("Airport Operating Certificate") requires the Airport to provide certain minimum levels of aircraft rescue and firefighting (ARFF) service at the Airport. Nothing in this Agreement shall be deemed to modify the terms of the Joint Operation Agreement or Airport Operating Certificate with respect to firefighting and/or ARFF services at the Airport. It is acknowledged and agreed that the City will be responsible for providing traditional fire and EMS services to the Annexation Area (including the Airport) upon the Effective Date of the annexation. The City will provide fire and EMS services to the Airport at the same or greater level as that provided by Spokane County Fire Protection District No. 10 ("District") on the date of this Agreement. Since apparatus and staffing configurations of the respective agencies are not the same, Fire and EMS service to the Airport will be similar to that provided by the District as described in the service matrix dated June 22, 2009 and attached as Exhibit B.

The Washington Surveying and Rating Bureau classification for the Airport and its tenants will remain equal to or greater than currently exists on the Airport.

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The Airport will remain responsible for providing ARFF/CRF (Crash-Rescue-Fire Rescue) consistent with its obligations under the Airport Operating Certificate.

SECTION NO. 6: LAW ENFORCEMENT AND COURT SERVICES

The Joint Operation Agreement delegates responsibility to the Board to provide law enforcement services at the Airport. Nothing in this Agreement shall be deemed to modify the terms of the Joint Operation Agreement with respect to law enforcement services at the Airport. The City will provide mutual aid as allowed by RCW 10.93.130. To the extent it is necessary to enable the Airport's police department to carry out its duties, the City will provide its officers with Level-1 limited commissions.

SECTION NO. 7: ROADWAYS

A. Joint Operation Agreement Not Modified. Nothing in this Agreement shall be deemed to modify the terms of the Joint Operation Agreement with respect to responsibility for permitting, construction and maintenance of roads, streets, parking facilities, runways and taxiways within the boundaries of the Airport.

B. Permitting and maintenance. As between the City and the Airport Board, the Board shall be responsible for maintenance and permitting of roadways inside the Airport's boundaries with the following exceptions: Hayford Road, Flint Road, Electric Avenue, and Spotted Road (North of Airport Drive), which are public roads the City shall be responsible for maintaining and permitting.

C. Snow removal. Following the Effective Date of the annexation, the City will handle snow removal on public streets inside the boundaries of the annexation area (including those portions of Hayford Road, Flint Road, Electric Avenue, and Spotted Road (North of Airport Drive) that fall within the corporate boundaries of the City following annexation) according to its snow removal policies, with the exception of Spotted Road south of Airport Drive for which the Airport Board shall be responsible.

D. Street Vacations. It is the parties' mutual understanding that roads inside the Airport's boundaries (other than the "public" roads listed in section 8B above) are private in nature. As such, consistent with past practices with the County, the Airport will retain its ability to vacate roads and streets inside the Airport's boundaries for purposes of facilitating development. With respect to the public roads, Chapters 35.79 and 36.87 RCW provide the exclusive mechanism for vacating public streets outside of the platting process and require legislative approval by the jurisdiction's legislative body.

SECTION NO. 8: LAND USE AND OPERATIONS

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The City will establish an Airport Overlay Zone consistent with FAA standards and Airport needs and will obtain avigation easements from those developing within the Overlay Zone, subject to state and federal constitutional limitations regarding private property rights. Any costs and expenses associated with obtaining avigation easements by purchase or condemnation will come from Airport funds.

SECTION NO. 9: PERMITTING

A. Mutual Cooperation. The parties are committed to a process where the time between the execution of this Agreement and the Effective Date of the annexation will be used to a maximum advantage to both provide contact between the planning and permitting departments of the City and County and also to allow the Airport to provide orientations that might be deemed beneficial by the City planning department in order to educate those who will be involved to provide seamless transition in the permitting process once the annexation becomes effective.

B. Noise Ordinance. The City will amend its noise ordinances, if necessary, to exempt Airport operations.

C. Clean Air Act. Annexation will not impact the authority or jurisdiction of the Spokane Regional Clean Air Agency.

D. SEPA. To the extent permitted pursuant to Chapter 43.21C RCW and Chapter 197-11 WAC, the Airport shall serve as lead agency for nonexempt proposals within Airport boundaries.

SECTION NO. 10: ADMINISTRATION

Spokane hereby designates its City Administrator as its representative for the purpose of implementing this Agreement. The County hereby designates the chairperson of the Board of County Commissioners or his/her designee as its representative for purposes of implementing this Agreement.

SECTION NO. 11: DISPUTE RESOLUTION

MEDIATION AND ARBITRATION. If any party has a dispute under this Agreement, notice of the same shall be sent to the other party. The notice shall provide a brief description of the dispute.

Mediation. If the parties are unable to resolve the dispute within ten (10) business days, the parties shall engage a mediator to assist the parties in resolving the dispute. The mediator's fees and costs shall be equally shared by the parties.

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Arbitration. If the parties cannot resolve their dispute through mediation, the exclusive remedy is binding arbitration in accordance with the JAMS Arbitration Rules or by an Alternate Dispute Resolution Process that can be mutually agreed upon. The arbitrator's fees and costs shall be equally shared. The arbitrator's decision shall be final, binding on the parties and enforceable pursuant to RCW Chapter 7.04A.

SECTION NO. 12: TERMINATION

This Agreement may be terminated at any time by mutual written consent of the parties.

SECTION NO. 13: NOTICE

All notices shall be in writing and served on any of the parties either personally or by certified mail, return receipt requested, to the persons below designated as contact persons. Notices sent by certified mail shall be deemed served when deposited in the United State mail, postage prepaid.

CITY: City Administrator or his/her authorized representative
808 West Spokane Falls Blvd
Spokane, Washington 99201

COUNTY: Chairperson of Board of County Commissioners
W. 1116 Broadway Avenue
Spokane, Washington 99260

SECTION NO. 14: AGREEMENT TO BE FILED

The County shall file this Agreement with the County Auditor. City shall file this Agreement with its City Clerk.

SECTION NO. 15: COMPLIANCE WITH LAWS

The parties shall observe all applicable federal, state and local laws, ordinances and regulations in conjunction with meeting their respective obligations under the terms of this Agreement.

SECTION NO. 16: VENUE STIPULATION

The laws of the State of Washington shall be applicable to the construction and enforcement of this Agreement. Any action at law, suit in equity or judicial proceeding regarding this Agreement shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

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SECTION NO. 17: MODIFICATION

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

SECTION NO. 18: WAIVER

No officer, employee, agent or otherwise of any party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

SECTION NO. 19: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties. The parties have read and understand all of this Agreement, and now state that no representation, promise or agreement not expressed in this Agreement has been made to induce any of them to execute it.

SECTION NO. 20: HEADINGS

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 21: SEVERABILITY

In the event any portion of this Agreement should become invalid, or otherwise unenforceable, the rest of this Agreement shall remain in full force and effect.

SECTION NO. 22: BINDING EFFECT

Both parties warrant that they have the full power and authority to execute and deliver this Agreement and to perform their respective obligations under this Agreement. This Agreement constitutes a valid and legally binding obligation of both parties and is enforceable in accordance with its provisions.

SECTION NO. 23: TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

SECTION NO. 24: NO THIRD PARTY BENEFICIARIES

10-0122

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 25. JOINT OPERATION AGREEMENT

As provided for in the recitals which are a part of this Agreement, the parties have entered into an Airport Joint Operation Agreement for the purpose of financing, construction, improving, and operating the Airport . Nothing in this Agreement is intended to modify any terms or provisions within the Airport Joint Operation Agreement. In the event of a conflict between any provision within the Airport Joint Operation Agreement and this Agreement, the provision within the Airport joint Operation Agreement shall control.

SECTION NO. 25: RCW 39.34 REQUIRED CLAUSES.

A. PURPOSE.

See Section No 1 above.

B. DURATION.

See Section No. 12 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS.

No separate legal entity is necessary in conjunction with this Agreement.

D. RESPONSIBILITIES OF THE PARTIES.

See provisions above.

E. AGREEMENT TO BE FILED.

See Section No. 14 above.

F. FINANCING.

See Section No. 4 above.

G. TERMINATION.

See Section No. 12 above.

H. PROPERTY UPON TERMINATION.

Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: 1/21/2010



CITY OF SPOKANE

By: [Signature]
Its: City Administrator

Attest: [Signature]
City Clerk

Approved as to form:
[Signature]
Assistant City Attorney

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

DATED: 2/2/2010

ABSENT

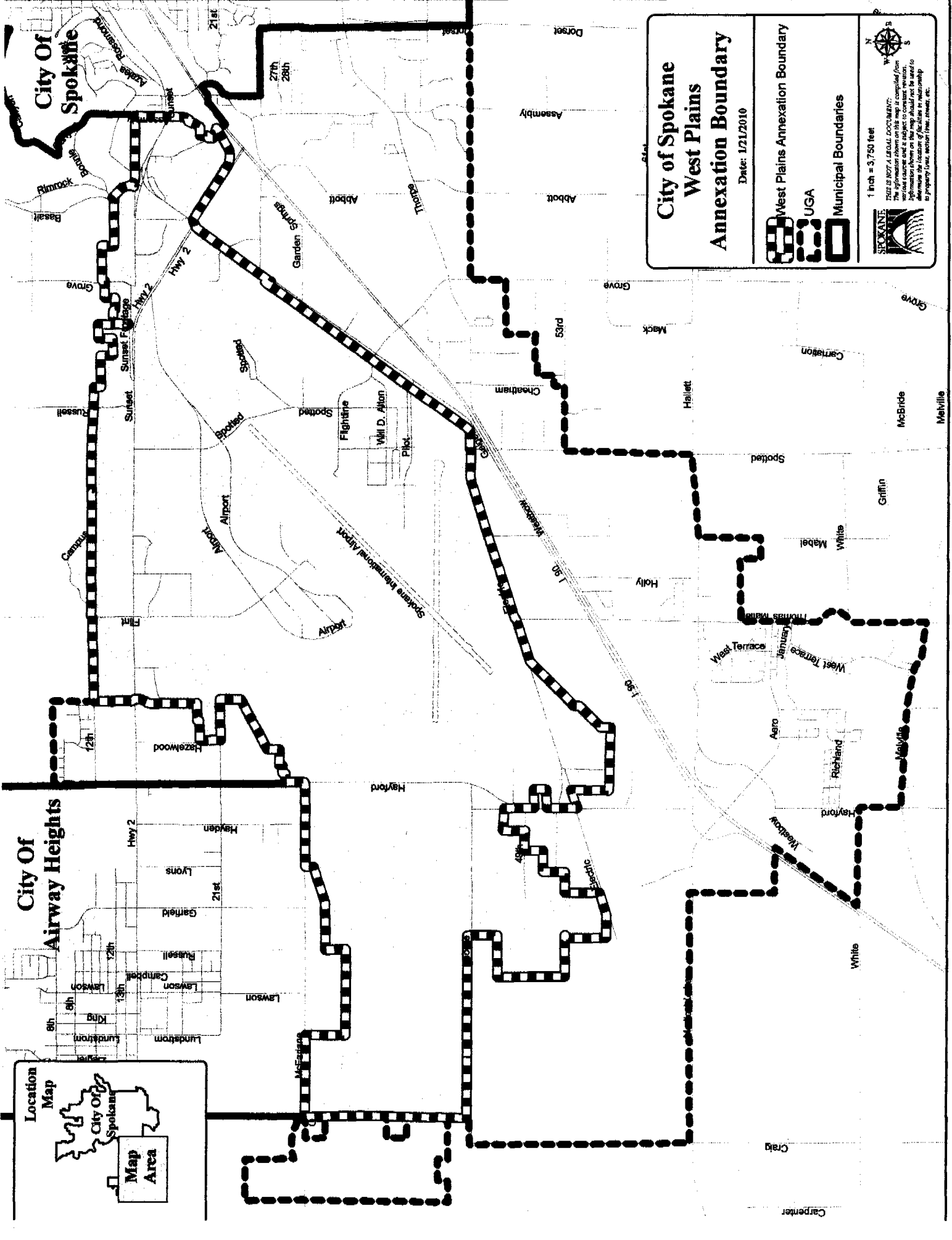
MARK RICHARD

ATTEST: [Signature]
BONNIE MAGER

[Signature] [Signature]
Daniela Erickson 10-0122 TODD MIELKE
Clerk of the Board



Exhibit A
Map of Annexation Area



**City of Spokane
West Plains
Annexation Boundary**

Date: 1/21/2010

West Plains Annexation Boundary
UGA
Municipal Boundaries

1 inch = 3,750 feet

SPokane

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from
various sources and is subject to constant revision.
Information shown on this map should not be used to
determine the location of a location or relationship
to property lines, easements, etc.

Location Map

Map Area

Exhibit B

Fire District No. 10 Service Matrix

Fire District 10 – FIRST ALARM RESPONSE TO SIATERMINAL AND GROUNDS								
Type of Emergency	Vehicles and Minimum Staffing							
	A101	E101	E102	PL101	T101	S103	1020	AMB
Aircraft	--	--	--	2	1		1	1
Medical	2	--	--	--	--	--	--	1
MVA	2	--	--	--	--	--	1	1
MVA Extrication	2	2	2	--	--	--	1	--
Vehicle Fire	--	2	--	--	--	--	1	--
HazMat	--	2	2	--	--	--	1	--
Fire	--	2	2	--	1	1	1	--