

APR 16 2008

AgSht12.14.2007

CITY OF SPOKANE



AGENDA SHEET FOR COUNCIL MEETING OF: April 28, 2008

CITY CLERK'S OFFICE
SPOKANE, WA

Submitting Dept.
Historic Preservation

Contact Person/Phone No.
Teresa Brum X6987

Council Sponsor
Joe Shogan

ADMINISTRATIVE SESSION

- X Contract
- o Report
- o Claims

LEGISLATIVE SESSION

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

CITY PRIORITY

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

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

OPR 2008-0415
(OPR 2007-0103)

STANDING COMMITTEES
(Date of Notification)

- o Finance _____
- o Neighborhoods _____
- X Planning/Community & Econ Dev 4/7/08
- o Public Safety _____
- o Public Works _____

Neighborhood/Commission/Committee Notified: _____

Action Taken: _____

AGENDA WORDING:

(If contract, include the term.)

2008 Interlocal Agreement between the City of Spokane & Spokane County for funding the technical programs of the Historic Preservation Office. The contract is for \$20,000.

BACKGROUND:

(Attach additional sheet if necessary)

The City's Historic Preservation Office provides services to the County. The contract amount is proportionate to the distribution of services to Spokane County. The scope of services indicates the services that will be provided to Spokane County. The level of assistance from Spokane County has remained consistent over the past 5 years.

RECOMMENDATION:

Approve Interlocal Agreement

Fiscal Impact: o N/A	Budget Account: o N/A
o Expenditure: \$	#
o Revenue: \$20,000.00	#0470-53610-99999-33810
o Budget Neutral	

ATTACHMENTS: Include in Packets: Agreement

On file for Review in Office of City Clerk:

SIGNATURES:

Teresa Brum
Department Head

[Signature]
Division Director

Maureen L. Simon
Finance - MPL

[Signature]
Legal

[Signature]
City Administrator For Mayor

Alexander J. Shogan, Jr.
Council President

DISTRIBUTION: Historic Preservation
Spokane County Clerk
City Accounting
Marshall Farnell, County

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:

April 28, 2008
[Signature]
CITY CLERK

NO. 8 0491

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE)
EXECUTION OF AN INTERLOCAL AGREEMENT)
BETWEEN SPOKANE COUNTY AND THE CITY)
OF SPOKANE REGARDING HISTORIC)
PRESERVATION FOR CALENDAR YEAR 2008)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, chapter 36.28 RCW ("Interlocal Cooperation Act"), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, it is the public policy of the federal government and state government to promote the designation, preservation, protection, enhancement and perpetuation of those structures, sites, district, buildings, and objects which reflect outstanding elements of historic, archeological, architectural or cultural heritage for the enrichments of the citizens; and

WHEREAS, the County of Spokane and City of Spokane, by joint resolution, have created the Historic Landmarks Commission, which is responsible for the stewardship of historic properties in the City of Spokane, unincorporated areas of the County, and incorporated towns upon their request; and

WHEREAS, the purpose of this Interlocal Agreement is to continue the relationship between the County of Spokane and the City of Spokane in order to provide for historic preservation.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT" pursuant to which, under certain terms and conditions, the City of Spokane and County of Spokane will continue to provide for historic preservation by the City of Spokane contributing TWO HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS (\$217,427.00) from the City General Fund and Spokane County contributing TWENTY THOUSAND DOLLARS (\$20,000.00) from the County General fund for a total of TWO HUNDRED THIRTY-SEVEN THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS (\$237,427.00) for calendar year 2008.

PASSED AND ADOPTED this 20th day of may, 2008.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



Bonnie Mager
BONNIE MAGER, Chair

Todd Mielke
TODD MIELKE, Vice Chair

Mark Richard
MARK RICHARD, Commissioner

ATTEST:

Daniela Erickson
Daniela Erickson, Clerk of the Board

2008 HISTORIC PRESERVATION INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT entered into by between the **CITY OF SPOKANE**, a Washington State municipal corporation, whose business address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201, as "CITY", and the **COUNTY OF SPOKANE**, a Washington State political subdivision, whose business address is 1116 West Broadway Avenue, Spokane, Washington 99260, as "COUNTY", hereinafter jointly referred to as "PARTIES".

WITNESSETH:

WHEREAS, it is the public policy of the federal government and state government to promote the designation, preservation, protection, enhancement and perpetuation of those structures, sites, districts, buildings, and objects which reflect outstanding elements of historic, archeological, architectural or cultural heritage for the enrichments of the citizens; and

WHEREAS, the City and County by joint resolution have created the Historic Landmarks Commission, which is responsible for the stewardship of historic properties in the City of Spokane, unincorporated areas of the County, and incorporated towns upon their request; and

WHEREAS, the purpose of this agreement is to continue the relationship between the City and the County in order to provide for historic preservation;

NOW, THEREFORE, the Parties agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the PARTIES' understanding of the terms and conditions under which the CITY will provide historic preservation services.

SECTION NO. 2: SCOPE OF SERVICES

Historic preservation services are outlined in the "Scope of Services", attached to this Agreement and made a part of it shall be provided for the CITY and COUNTY through the CITY's Department of Historic Preservation.

SECTION NO. 3: DURATION

This agreement shall be effective January 1, 2008, through December 31, 2008, unless terminated earlier by the Parties.

SECTION NO. 4: FINANCING

The total funding for the City Department of Historic Preservation and the Landmarks Commission is TWO HUNDRED THIRTY SEVEN THOUSAND FOUR HUNDRED TWENTY SEVEN AND 00/100 DOLLARS (\$237,427.00). This sum shall be paid from the following sources:

City General Fund	\$217,427.00
County General Fund	<u>\$ 20,000.00</u>
TOTAL:	<u>\$237,427.00</u>

The above financial contributions by either the CITY or COUNTY respectively may be increased, at the sole option of either party, upon a request by the Historic Preservation Officer for additional funding as a result of the necessity of hiring outside consultants in conjunction with major project(s).

SECTION NO. 5: PAYMENT

The CITY shall make a request for payment to the COUNTY with payment due within thirty (30) days after receipt of the CITY's request. At the sole option of the CITY, a penalty may be assessed on any late payment by the County based on lost interest earnings had the payment been timely paid and invested in the City Treasurer's Investment Pool.

SECTION NO. 6: ADMINISTRATION

- A. The Chief of Staff shall be in charge of administering this Agreement and ensuring that payment is made to the CITY for the purpose of financing, in part, the operations of historic preservation. The CITY Treasurer may, in the exercise of his/her reasonable discretion, establish a special fund for the purpose of holding, investing, receiving, and disbursing the payment(s) pursuant to this Agreement.
- B. In the event of a vacancy in the position of Historic Preservation Officer, the Landmarks Commission will conduct a search and recommend to the Mayor and Board of County Commissioners for their joint designation, the employment of an individual qualified to be Historic Preservation Officer (hereinafter "HPO"). The duties, functions, and location of any HPO will be under the control and authority of the Chief of Staff.

SECTION NO. 7: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) the third day

following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing:

COUNTY: Spokane County Chief Executive Officer
or his/her authorized representative
1116 West Broadway Avenue
Spokane, Washington 99260

CITY: City of Spokane Mayor or his/her authorized representative
City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

SECTION NO. 8: LIABILITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or negligent acts or breach of its obligations under the agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES specifically negotiated this provision.

SECTION NO. 9: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

SECTION NO. 10: AMENDMENTS

This Agreement shall not limit the ability of the CITY and the COUNTY to enter into subsequent agreements to further the purposes of this interlocal agreement.

SECTION NO. 11: COMPLIANCE WITH LAWS

The PARTIES shall comply with all applicable federal, state, and local laws and regulations.

SECTION NO. 12: ASSIGNMENTS

This Agreement is binding on the PARTIES and their heirs, successors, and assigns. No party may assign, transfer or subcontract its interest, in whole or in part, without the other PARTIES' prior written consent.

SECTION NO. 13: SEVERABILITY

If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify or conform to such statutory provision.

SECTION NO. 14: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 15: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement

shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 16: TERMINATION

Any party may terminate this Agreement by sixty (60) days written notice to the other party. In the event of such termination, the CITY shall prorata refund to the COUNTY any prepaid compensation. The ownership of all property and equipment utilized by any party to meet its obligations under the terms of this Agreement shall remain with such party.

SECTION NO. 17: HEADINGS

The section headings appearing 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. 18: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

SECTION NO. 19: AUDIT/RECORDS

The CITY shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The CITY shall provide access to authorized CITY and COUNTY representatives, including the CITY Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

SECTION NO. 20: RCW 39.34 REQUIRED CLAUSES

- A. **Purposes:** See Section No. 1 above.
- B. **Duration:** See Section No. 3 above.
- C. **Separate Legal Entity:** This Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030. It is the intent of the parties that the City's Department of Historic Preservation provide historic preservation

activities in the City and County as previously set forth in ordinances of the City (see chapter 17D.040 of Spokane Municipal Code) and ordinances/resolutions of the County.

- D. **Responsibilities of the Parties:** See provisions above.
- E. **Agreement to be Filed:** The City shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or will place the Agreement of its WEB site.
- F. **Financing:** Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **Termination:** See Section No. 16 above. The City Department of Historic Preservation shall be allowed to acquire, hold, and dispose of real and personal property pursuant to City ordinance and State law.

SECTION NO. 21: ANTI-KICKBACK

No officer or employee of the CITY, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

SECTION NO. 22: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

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

DATED: April 29, 2008

CITY OF SPOKANE



By: [Signature]
City Administrator

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

DATED: May 20, 2008

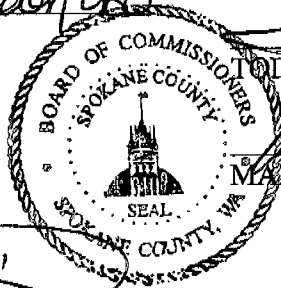
BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

By: [Signature]
Daniela Erickson
Clerk of the Board

[Signature]
BONNIE MAGER, Chair

[Signature]
TODD MIELKE, Vice Chair



[Signature]
MARK RICHARD, Commissioner

APPROVED AS TO FORM:

[Signature]
Deputy Prosecuting Attorney

Identification and Monitoring of Historic Resources

- Goal: Continue to maintain computerized historic property inventory database of all county properties to provide the county department and citizens.

Maintain "Certified" Status

- Goal: Investigate possibilities for new grant funding.
- Goal: Carry out duties as Certified Local Government; fulfilling program obligations, which allow "Established" status and ability to apply for grants.
- Goal: Process applications for Spokane and National Register status for Spokane County Properties.
- Goal: Monitor activity on Spokane Register listings in Spokane County.
- Goal: Maintain Special Valuation program, monitoring County properties in the program.
- Goal: Provide technical assistance to County Planning and Engineering especially for Subarea Planning.
- Goal: Review any proposed renovation work on County Courthouse, in compliance with Spokane Register contract.
- Goal: Review County projects for SEPA determination.

Community Services

- Goal: Partnership with Fairchild Air Force Base (FAFB) regarding Air Force cultural and historic resources.
- Goal: Maintain partnerships with volunteer organizations to maximize our ability to provide services to Spokane County.
- Create and administer a grant program with funds authorized under House Bill 1386, and provide recommendations to County Commissioners on the distribution of funds.