



Agenda Sheet for City Council Meeting of:
11/19/2018

Date Rec'd	11/5/2018
Clerk's File #	OPR 2018-0726
Renews #	

Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0470- CITY/COUNTY THREE YEAR INTERLOCAL AGREEMENT FOR HISTORIC		

Agenda Wording

Three year interlocal agreement with Spokane County for Historic Preservation services

Summary (Background)

Three-year interlocal agreement (2019 through 2021) with Spokane County for Historic Preservation services. This agreement continues the prior three year agreement with a ramping up of funding by the County - 2019 will continue the \$30,000 we have received for the last 3 years; 2020 will increase to \$35,000; and 2021 will again increase to \$40,000. The County Commissioners approved the agreement on 10/22/18 and signed on 10/23/18.

Fiscal Impact	Grant related? NO	Budget Account	
	Public Works? NO		
Revenue	\$ 105,000	#	0470-53610-99999-33772-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	

Approvals		Council Notifications	
Dept Head	DUVALL, MEGAN	Study Session	
Division Director	TRAUTMAN, HEATHER	Other	Urban Development
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	mduvall@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	sbishop@spokanecity.org	
Additional Approvals		dkinder@spokanecity.org	
Purchasing		cbrazington@spokanecity.org	
		<i>SWilliams@spokanecity.org</i>	

APPROVED BY
SPOKANE CITY COUNCIL:

11/19/2018
[Signature]
CITY CLERK

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL AGREEMENT BETWEEN SPOKANE)
COUNTY AND THE CITY OF SPOKANE)
REGARDING HISTORIC PRESERVATION FOR)
CALENDAR YEARS 2019, 2020 AND 2021)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington (hereinafter sometimes referred to as the "Board") 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, districts, buildings, and objects which reflect outstanding elements of historic, archaeological, architectural or cultural heritage for the enrichment 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 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 "Historic Preservation Interlocal Agreement" pursuant to which, under certain terms and conditions are effective January 1, 2019 and commencing December 31, 2021 in the amount of Thirty Thousand Dollars (\$30,000) for calendar year 2019; in the amount of Thirty-Five Thousand Dollars (\$35,000) for calendar year 2020; in the amount of Forty Thousand Dollars (\$40,000) for calendar year 2021.

PASSED AND ADOPTED this 22nd day of October, 2018.

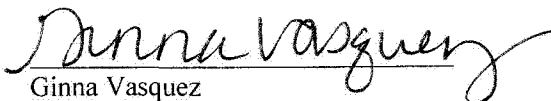


BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


JOSH KERNS, CHAIR

ATTEST:
CLERK OF THE BOARD


MARY KUNEY, VICE CHAIR


Ginna Vasquez


AL FRENCH, COMMISSIONER

HISTORIC PRESERVATION INTERLOCAL AGREEMENT
(January 1, 2019-December 31, 2021)

THIS AGREEMENT, made and entered into by and between the **City of Spokane**, a Washington State municipal corporation, whose business address is 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, hereinafter referred to as "CITY", and the **County of Spokane**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as "COUNTY," jointly hereinafter referred to as the "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 enrichment 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 through its Department of Historic Preservation will provide historic preservation services.

SECTION NO. 2: SCOPE OF SERVICES

Historic preservation services are outlined in the "Scope of Services" attached hereto as Attachment "A" and incorporated herein by reference. They include:

- Identifying and monitoring historic resources
- Providing community services
- Maintaining "certified status"

The scope of services and goals associated with each identified service will be revisited annually and modified as needed through mutual consent.

SECTION NO. 3: DURATION

This Agreement shall be effective January 1, 2019 and run through December 31, 2021 unless terminated earlier by the PARTIES.

SECTION NO. 4: COMPENSATION/FINANCING

The COUNTY'S funding toward the City Department of Historic Preservation and Landmarks Commission under this Agreement is as follows: January 1, 2019 to December 31, 2019 THIRTY THOUSAND DOLLARS (\$30,000), January 1, 2020 to December 31, 2020 THIRTY-FIVE THOUSAND DOLLARS (\$35,000), and January 1, 2021 to December 31, 2021 FORTY THOUSAND DOLLARS (\$40,000). This amount will be reviewed annually and modified only by mutual agreement of the PARTIES.

SECTION NO. 5: PAYMENT

Under this Agreement, the COUNTY shall pay the CITY THIRTY THOUSAND DOLLARS (\$30,000) in calendar year 2019 payable in equal semi-annual installments of FIFTEEN THOUSAND DOLLARS (\$15,000); the COUNTY shall pay the CITY THIRTY-FIVE THOUSAND DOLLARS (\$35,000) in calendar year 2020 payable in equal semi-annual installments of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500); and the COUNTY shall pay the CITY FORTY THOUSAND DOLLARS (\$40,000) in calendar year 2021 payable in equal semi-annual installments of TWENTY THOUSAND DOLLARS (\$20,000); The first semi-annual installment shall be due on or after July 1st of each of the set forth calendar years. The second semi-annual installment shall be due on or after December 31st of each of the set forth calendar years. The CITY shall bill the COUNTY for its second semi-annual installment no later than January 15th of the following year.

The CITY shall make a request for payment to the County's representative 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.

In conjunction with each payment request, the CITY shall complete and forward to the COUNTY Grants Administrator at the below address a completed GRANT PROGRAM REPORT FORM, a copy of which is attached hereto as Attachment "B" and incorporated herein by reference. In the Report Form CITY shall report on progress toward their Outcome Measures as set forth in Attachment "A".

SECTION NO. 6: ADMINISTRATION

- A. The City of Spokane Neighborhood and Business Services Director 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 City of Spokane Neighborhood and Business Services Director.

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: Ms. Kari Grytdal
County Grants Administrator
1116 West Broadway
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 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 prorate 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: PARTIES REPRESENTATIVES

The COUNTY hereby appoints and the CITY hereby accepts the COUNTY'S Grants Administrator or her designee, as the COUNTY'S liaison for the purpose of administering this Agreement. CITY hereby appoints and COUNTY hereby accepts CITY'S Director, Business and Developer Services or his/her designee, as CITY'S liaison for the purpose of administering this Agreement.

SECTION NO. 21: NO THIRD PARTY BENEFICIARIES

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. 22: SURVIVAL

Without being exclusive, Sections 8 and 15 of this Agreement shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

SECTION NO. 23: PUBLICATION

CITY agrees that any publications (written or visual), excluding press releases, issued by the CITY describing Services funded in whole or in part with COUNTY funds under this Agreement and referencing any other funding agencies by name or logo shall also include the COUNTY's name or logo.

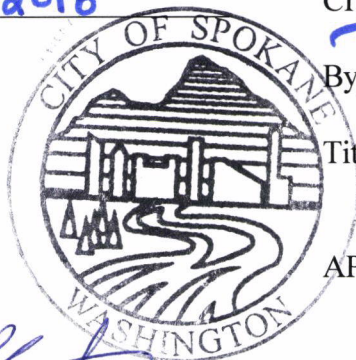
SECTION NO. 24: RCW 39.34 REQUIRED CLAUSES

- 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 chapters 4.35 and 17D.140 of Spokane Municipal Code) and ordinances or 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 on its website.

- 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.

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

DATED: 12/11/2018 CITY OF SPOKANE
 By: *David A. C. [Signature]*
 Title: Mayor



ATTEST: APPROVED AS TO FORM:
[Signature] *[Signature]*
 City Clerk Assistant City Attorney

DATED: _____ BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON



ATTEST: *[Signature]* JOSH KERNS, Chair
[Signature] MARY KUNEY, Vice Chair
[Signature] AL FRENCH, Commissioner
 Ginna Vasquez
 Clerk of the Board

18 - 0757

ATTACHMENT "A"
Scope of Work
January 1, 2019 - December 31, 2021
Historic Preservation Interlocal Agreement Services

Identification and Monitoring of Historic Resources

- **Goal:** The City will oversee the responsibilities of historic preservation in unincorporated Spokane County.
- **Goal:** The City will oversee the responsibilities of historic preservation within cities within Spokane County having a population of less than 5000 when authorized by the County.
 - The City will enter into an interlocal agreement with 2-3 incorporated cities during the contract period
- **Goal:** Continue to maintain a computerized historic property inventory database of all county properties (benefits city/county department and citizens).

Maintain "Certified" Status

- **Goal:** Carry out duties as Certified Local Government; fulfilling program obligations, which allow "Established" status and eligibility 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 per recorded Management Agreement contracts and the provisions of Chapter 1.48 (Historic Landmarks Commission) of the Spokane County Code.
- **Goal:** Maintain Special Valuation program, monitoring County properties in the program.
- **Goal:** Review proposed renovation work on County Courthouse, in compliance with Spokane Register contract.

Community Services

- **Goal:** Encourage the use and redevelopment of historic properties in Spokane County by offering technical assistance and promotion of historic preservation incentives such as Special Tax Valuation to property owners.
- **Goal:** With additional staff support, there may be an opportunity to have staff prepare nominations to the Spokane Register of Historic Places for properties in unincorporated Spokane County.
- **Goal:** Outreach to the County will be a major priority for the Historic Preservation Office - additional staffing will give us the ability to begin educational outreach on the benefits of historic preservation.

Briefing Paper

Urban Development Committee

Division & Department:	NBS – Historic Preservation
Subject:	City/County Three Year Interlocal Agreement for Historic Preservation
Date:	10/23/18
Author (email & phone):	Megan Duvall, mduvall@spokanecity.org ; 625-6543
City Council Sponsor:	
Executive Sponsor:	Dawn Kinder
Committee(s) Impacted:	Urban Development
Type of Agenda item:	x Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	<p>A. SMC 17D.100.010 – Purposes of the Historic Preservation Program: The City recognizes that the maintenance and preservation of historic landmarks and historic districts benefits all people in Spokane, and provides a general benefit to the public by preserving our City’s history and unique culture.</p> <p>B. By creating standards for the designation and protection of historic landmarks and historic districts, the City intends to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County as a public necessity. The intent of this ordinance is to keep qualifying historic buildings in use through their listing on the Spokane Register of Historic Places; incentivize rehabilitation; review changes to historic properties; and promote preservation in all neighborhoods, in balance with property rights protections under Washington law.</p>
Strategic Initiative:	REGIONAL COLLABORATION: Work collaboratively with regional partners
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Revenue
<p>Background/History: <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>Three-year interlocal agreement (2019 through 2021) with Spokane County for Historic Preservation services. This agreement continues the prior three year agreement with a ramping up of funding by the County – 2019 will continue the \$30,000 we have received for the last 3 years; 2020 will increase to \$35,000; and 2021 will again increase to \$40,000. The County Commissioners approved the agreement on 10/22/18 and signed on 10/23/18.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • Three year interlocal agreement with Spokane County for Historic Preservation services • Funding to increase each year of the agreement by \$5000 (\$30,000, \$35,000, and \$40,000) • Approved by the Board of County Commissioners unanimously 10/22/18 • Revenue 	

Budget Impact:

Approved in current year budget? Yes No

Annual/Reoccurring expenditure? Yes No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.) **Revenue generating**

Operations Impact:

Consistent with current operations/policy? Yes No

Requires change in current operations/policy? Yes No

Specify changes required:

Known challenges/barriers: